LIBER 167 PAGE 1

THE SAVINGS BANK OF BALTIMORE	*	IN THE
	*	
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife,	*	ANNE ARUNDEL COUNTY
	* Docket	Folio
	* Case No.	12,480 Equity
Defendant(s)	* Filed	

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

That on the 18th day of December, 19 63, the Defendant(s) executed and delivered to The Savings Bank of Baltimore, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $ 11,990.00 and interest as therein mentioned, wherein said mortgagor(s) assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

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

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

AND, AS IN DUTY BOUND, etc.

FILED
1965 OCT -6 AM 11:38

Frederic S. Cross
Frederic S. Cross
Attorney for Plaintiff

ak-12/17

VA Form 26-6318 (Home Loan) Revised February 1963. Use Optional. Section 1810 Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

LIBER 167 PAGE 2

BOOK 1719 PAGE 503

MARYLAND

No. 12,480

MORTGAGE

THIS MORTGAGE, made this 16th day of December, A. D. 19 63, by and between

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE SAVINGS BANK OF BALTIMORE,

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

WHEREAS, the Mortgagor, ~~being a director of the Mortgagee,~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Eleven thousand nine hundred ninety and 00/100 -- Dollars ($ 11,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-fourth per centum (5¼ %) per annum until paid, principal and interest being payable at the office of THE SAVINGS BANK OF BALTIMORE ----------, in Baltimore, ----------Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-six and 25/100 ----------Dollars ($ 66.25), commencing on the first day of February, 19 64, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1994. 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.

14,407

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

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

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

BEING KNOWN AND DESIGNATED as Lot No. 6, Block J, as shown on Plat entitled "Rippling Ridge Addition" and recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 46.
The improvements thereon being now or formerly known as No. 7010 Cresthaven Drive.

BEING the same lot of ground which by deed of assignment, dated December 17th 1963 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and assigned by MARYLAND ABSTRACT COMPANY, INC., a body corporate of the State of Maryland, to GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife, the within named Mortgagors, subject to the payment of an annual ground rent of $150.00, payable in equal half-yearly installments on the 26th days of May and November, in each and every year.

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

LIBER 167 PAGE 3

BOOK 1719 PAGE 504

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:

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

"The Mortgagors agree that should the Note and Mortgage not be eligible for guarantee by the Administrator [illegible] from the date hereof or should any officer or authorized agent of the said Administrator [illegible] claim a defence, whether in whole or in part against any guarantees previously given, the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable."

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent aforesaid.

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, as trustee (under the terms of this agreement as hereinafter stated) 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 as trustee 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, as trustee, 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 as trustee 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, as trustee, 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 as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or L. Vernon Miller, 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 Seventy-five 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 Title 38 United States Code, such Title 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 Title 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 Poland
ANN POLAND

George Edward Pridgeon [SEAL]
George Edward Pridgeon

[SEAL]

Mary L. Pridgeon [SEAL]
Mary L. Pridgeon, his wife

[SEAL]

STATE OF MARYLAND, City of Balto. to wit: BOOK 1719 PAGE 507

I HEREBY CERTIFY, That on this 18th day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George Edward Pridgeon and Mary L. Pridgeon, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

11.00

Ann Poland
ANN POLAND

ANN POLAND NOTARY PUBLIC BALTIMORE, MD. Notary Public.

My commission expires: May 3, 1965.

Rec'd for record Dec. 23, 1963 at 10:17 A.M.
Mailed to Title Co. of Balto. Co., Inc.

STATE OF MARYLAND

Mortgage

FROM

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife

TO

THE SAVINGS BANK OF BALTIMORE

Received for Record 19 at 10:17 A.M. Same day recorded in Liber No. 1719 Folio 503 &c. and the same day recorded in Liber No. 1719 Folio 503 Land Records of Anne Arundel County

Received for Record 19 at 10:17 A.M. Same day recorded in Liber No. 1719 Folio 503 &c. and the same day recorded in Liber No. 1719 Folio 503 Land Records of Anne Arundel County

Examined per LOUIS H. PHIPPS, Clerk

Cost of Record, $11.00, Clerk.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1963—O-675562

TITLE COMPANY OF BALTO. CO., INC.
JEFFERSON BUILDING
TOWSON 4, MARYLAND

LIBER 167 PAGE 6

THE SAVINGS BANK OF BALTIMORE

Plaintiff

vs.

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife,

Defendant(s)

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket Folio
Case No. 17,480 Eq
Filed

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE , TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City personally appeared Jack R. Scheffield, Assistant Vice President of The Savings Bank of Baltimore , and made oath in due form of law that he knows of the defendant(s) herein, and that to the best of his information, knowledge and belief

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

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

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

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

Jack R. Sheffield

Subscribed and sworn to before me this 1st day of October 1965.

IDA J. LOCKHART NOTARY PUBLIC BALTIMORE

Ida J. Lockhart
Notary Public
Ida J. Lockhart

My commission expires: 7-1-67

FILED
1965 OCT -6 AM 11:38

FSC/atd
9-30-65
3030-50-119

LIBER 167 PAGE 7

THE SAVINGS BANK OF BALTIMORE * IN THE

Plaintiff * CIRCUIT COURT

vs. * FOR

* ANNE ARUNDEL COUNTY

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife, * Docket Folio

Defendants * Case No. 17,780 Eq

* Filed

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of September 30, 1965

Original amount of mortgage	$11,990.00
LESS	
Total principal payments	213.18
	$11,776.82
Balance in Expense Account	329.06
	$11,447.76
PLUS	
Interest due from 3-31-65 through Sept. 30, 1965 at 5-1/4% on $11,776.82	309.18
	$ 11,756.94
Late charges (June, July, Aug. and September at $4.32)	17.28
	$ 11,774.22

TOTAL MORTGAGE DEBT CLAIMED $ 11,774.22

STATE OF MARYLAND,
CITY OF BALTIMORE , Sct.

I HEREBY CERTIFY, that on this 1st day of October 1965, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Jack R. Sheffield, Assistant Vice President of the Savings Bank of Baltimore and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of September 30, 1965, to the said The Savings Bank of Baltimore.

AS WITNESS my hand and Notarial Seal.

IDA J LOCKHART NOTARY PUBLIC BALTIMORE, MD.

Ida J. Lockhart Notary Public

My commission expires: 7-1-67

1965 OCT -6 AM 11:38

7

FSC/ata
9-30-65
3030-50-119

LIBER 167 PAGE 8

THE SAVINGS BANK OF BALTIMORE*

Plaintiff

vs.

GEORGE EDWARD PRIDGEON and
MARY L. PRIDGEON

Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket Folio
Case No. 17,480 Equity
Filed

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 7th day of October, 19 65, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Frederic S. Cross and H. Rutherford Turnbull, III, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Thousand ----------Dollars ($12,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale of the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of procedure (1963 Repl. Vol. Ed.) Rule BR 3. b. (1) of the time

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

E. Mackall Childs
Judge

FILED

1965 OCT -8 AM 9:17

LIBER 167 PAGE 10

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 13 PAGE 291

Bond #79 25 299.

No. 17,480 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Frederic S. Cross and H. Rutherford Turbull, III
900 First National Bank 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 Twelve Thousand and 00/100 - - -($12,000.)- - - - - - - 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 27th day of October in the year of our Lord one thousand nine hundred and sixty-five

WHEREAS, the above bounden Frederic S. Cross and H. Rutherford Turbull, III 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 Savings Bank of Baltimore

vs:

George Edward Pridgeon and
Mary L. Pridgeon, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Frederic S. Cross and H. Rutherford Turbull, III

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:

Alfred D. Dellinger

Frederic S. Cross (SEAL)
Frederic S. Cross

H. Rutherford Turnbull (SEAL)
H. Rutherford Turbull, III

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Carolyn Backhaus
Carolyn Backhaus *As to Surety*

By A. John Southall
A. John Southall *Attorney-in-Fact*

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

FILED
1965 OCT 29 AM 11:31

Bond approved this 27th day of October, 1965

Louis N. Phipps, Clerk

PIPER & MARBURY
Solicitors
900 First National Bank Bldg.
Baltimore 2, Maryland

Trustees' Sale

OF LEASEHOLD PROPERTY

The improvements thereon being known as 7010 Cresthaven Drive — Glen Burnie, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County passed on the 6th day of October, 1965, in the case entitled "The Savings Bank of Baltimore, Plaintiff, vs. George Edward Pridgeon and Mary L. Pridgeon, his wife," Defendants, the undersigned Trustees will sell at Public Auction at the premises on

TUES., NOV. 2, 1965
AT 11 A.M.
O'CLOCK (EST)

The property is described as:

BEING KNOWN AND DESIGNATED as Lot No. 6 Block J, as shown on Plat entitled "Rippling Ridge Addition" and recorded among the Land Records of Anne Arundel County in Plat Book No. 32, Folio No. 46. The improvements thereon being now or formerly known as No. 7010 Cresthaven Drive. Subject to an annual ground rent of $150.00 payable in equal half-yearly installments on the 26th days of May and November in each and every year.

For a more complete description see mortgage from George Edward Pridgeon and Mary L. Pridgeon, his wife to The Savings Bank of Baltimore dated December 18, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1719, Folio 503.

IMPROVEMENTS: The improvements consist of an attractive single family detached rancher, brick and asbestos shingle, 6 rooms (3 bedrooms) 1 bath, full basement; forced warm air, gas fired heat.

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

TERMS OF SALE: A cash deposit of $650.00 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rents, and all other liens or charges, public or otherwise, including special paving taxes and front foot benefit charges, if any, will be adjusted to day of sale. Cost of all documentary stamps, and transfer taxes, if any, to be paid by purchaser.

FREDERIC S. CROSS
H. RUTHERFORD
TURNBULL, III
Trustees O-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 11

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed Trustee's Sale 17,480 Eq. George Edward Pridgeon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of November, 1965. The first insertion being made the 7th day of October, 1965

FILED
1965 NOV -3 PM 1:56

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Trustees appointed in the captioned proceedings that I offered the property described in the annexed advertisement of sale at public auction on the premises 7010 Cresthaven Drive, Anne Arundel County, Maryland on Tuesday, November 2 1965, at 11 o'clock and sold the same to The Savings Bank of Baltimore

at and for the sum of Ten Thousand Seven Hundred ($10,700.00) said buyer being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO

Auctioneer

Notary Public

FILED

1965 NOV -8 AM 9:47

FSC/atd
11-2-65
3030-50-119

LIBER 167 PAGE 13

THE SAVINGS BANK OF BALTIMORE *

Plaintiff *

vs. *

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife, * Docket 23 Folio 189
Case No. 17,480

Defendant(s) * Filed Oct. 6, 1965

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

* * * * * * * * *

AFFIDAVIT BY PURCHASER

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 Martin Roth of the Mortgage Department of The Savings Bank of Baltimore, and made oath in due form of law that he attended the public sale held herein of the property 7010 Cresthaven Drive, Glen Burnie, Anne Arundel County, Maryland, which was held on November 2, 1965, pursuant to decree of this Court entered on October 7, 1965, and that to the best of his information, knowledge and belief

(1) by bid made by him the property was bought by The Savings Bank of Baltimore as principal,

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

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

Martin Roth
Martin Roth

FILED
1965 NOV -8 AM 9:47

Subscribed and sworn to before me this 3rd day of November 1965.

IDA J. LOCKHART NOTARY PUBLIC BALTIMORE, MD.

Ida J. Lockhart
Ida J. Lockhart Notary Public

My commission expires: 7-1-67

FSC/atd
11-2-65
3030-74-198
119

LIBER 167 PAGE 14

THE SAVINGS BANK OF BALTIMORE *

Plaintiff *

vs. *

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife, *

Defendant(s) *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket 23 Folio 189

Case No. 17,480

Filed October 6, 1965

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

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT

The Report of Sale of Frederic S. Cross and H. Rutherford Turnbull, III, Trustees, appointed by the decree in the above entitled case, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette Press a newspaper printed and published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Trustees pursuant to said notice, did, on Tuesday, November 2, 1965, at 11:00 A. M., sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated December 18, 1963 and delivered to The Savings Bank of Baltimore , and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1719 folio 503 ;

, viz:

1965 NOV -8 AM 9:47

FILED

1f

BEING KNOWN AND DESIGNATED as Lot No. 6, Block J., as shown on Plat entitled " Rippling Ridge Addition" and recorded among the Land Records of Anne Arundel County in Plat Book No. 32, Folio 46. The improvements thereon being now or formerly known as No. 7010 Cresthaven Drive.

And your Trustees sold said property unto The Savings Bank of Baltimore at and for the sum of Ten Thousand Seven Hundred ---------- Dollars ($ 10,700.00), said buyer being at that price the highest bidder therefor.

AND, as in duty bound, etc.

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

H. Rutherford Turnbull III (SEAL)
H. Rutherford Turnbull, III,
Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 3rd day of November 1965 , before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Frederic S. Cross and H. Rutherford Turnbull, III,
Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Alford J. Kollinger
Notary Public

My commission expires: 6-30-67

Frederic S. Cross, Attorney FOR: Maryland Gazette
(Nov. 11th Edition)

LIBER 167 PAGE 16

ORDER NISI

THE SAVINGS BANK OF BALTIMORE

versus

GEORGE EDWARD PRIDGEON, and MARY L. PRIDGEON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,480 Equity

Ordered, this 8th day of November, 1965, That the sale of the property in these proceedings mentioned made and reported by Frederic S. Cross and H. Rutherford Turnbull, III, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of December next.

The report states that the amount of sale was $ 10,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THE SAVINGS BANK OF BALTIMORE

versus

GEORGE EDWARD PRIDGEON, and MARY L. PRIDGEON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of December, 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 DEC 14 PM 2:38

16

FSC/atd
11-2-65
3030-50-119

LIBER 167 PAGE 17.

THE SAVINGS BANK OF BALTIMORE Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife,	*	ANNE ARUNDEL COUNTY Docket 23 Folio 189
Defendant	*	Case No. 17,480 Filed No. October 6, 1965
	*	

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Frederic S. Cross and H. Rutherford Turnbull, III Trustees, respectfully represents unto your Honor:

1. That your Petitioners, by their Report of Sale filed in these proceedings, sold to The Savings Bank of Baltimore on the 2nd day of November 1965, certain leasehold property situated in Anne Arundel county, known as 7010 Cresthaven Drive, Glen Burnie, Maryland and described in these proceedings.

2. That the said purchaser has requested your Petitioners to substitute as purchaser in its place and stead, W. J. Driver, as Administrator of Veterans' Affairs, Washington, D.C., 20420, his successors and assigns, who has requested to be so substituted.

WHEREFORE YOUR PETITIONERS PRAY that this Honorable Court pass an order substituting W. J. Driver, as Administrator of Veterans' Affairs, Washington, D. C., 20420, his successors and assigns, as purchaser in the place and stead of The Savings Bank of Baltimore.

FILED
1965 NOV -8 AM 9:47

Frederic S. Cross
Frederic S. Cross Trustee

H. Rutherford Turnbull III
H. Rutherford Turnbull, III Trustee

900 First National Bank Building
Baltimore, Maryland 21202
Telephone - 539-2530

17

FSC/atd
11-2-65
3030-50-119

LIBER 167 PAGE 18

A S S E N T

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

Frederic S. Cross
Frederic S. Cross Trustee

H. Rutherford Turnbull III
H. Rutherford Turnbull III Trustee

THE SAVINGS BANK OF BALTIMORE

By Jack R. Sheffield
Jack R. Sheffield, Asst. V. Pres.

FSC/atd
11-2-65
3030-50-119

LIBER 167 PAGE 19

THE SAVINGS BANK OF BALTIMORE *

Plaintiff *

vs. *

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife, *

Defendant *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket 23 Folio 189
Case No. 17,480
Filed No. Oct. 6, 1965

O R D E R

Upon the foregoing petition and assent, it is hereby this 8th day of November ,1965 ,

ORDERED by the Circuit Court for Anne Arundel County that W. J. Driver, as Administrator of Veterans' Affairs, Washington, D. C. 20420, his successors and assigns, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as 7010 Cresthaven Drive, Glen Burnie, Maryland Anne Arundel County Maryland, in the place and stead of The Savings Bank of Baltimore.

George Jackson
Judge

FILED

1965 NOV -8 PM 2:43

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,480 ..... Equity

THE SAVINGS BANK OF BALTIMORE

versus

GEORGE EDWARD PRIDGEON, and
MARY L. PRIDGEON, his wife

Ordered, this 8th day of November, 1965, That the sale of the property in these proceedings mentioned made and reported by Frederic S. Cross and H. Rutherford Turnbull, III, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of December next.

The report states that the amount of sale was $10,700.00

Louis N. Phipps Clerk.
True Copy, TEST:

Louis N. Phipps Clerk
D-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 20

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 7, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,480

George Edward Pridgeon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of December, 1965. The first insertion being made the 11th day of November, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Tilghman

FILED
1965 DEC -8 PM 1:37

No. M. G. 8574

LIBER 167 PAGE 21.

In the Case of

THE SAVINGS BANK OF BALTIMORE

VS.

GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,480 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
1966 JAN 12 PM 3:30

All of which is respectfully submitted.

January 12, 1966

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th 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: A. Jankowski, deputy

FILED
1966 JAN 28 AM 9:12

Dr. THE SAVINGS BANK OF BALTIMORE vs. GEORGE EDWARD PRIDGEON and MARY L. PRIDGEON, his wife, LIBER 167 PAGE 22

In Acct. with FREDERIC S. CROSS and H. RUTHERFORD TURNBULL, III, TRUSTEES

					Cr.	
1965, November 2,						
Proceeds of Sale	10,700	00				
Interest on deferred payment of $10,050.00 from 11/2/65 to 12/15/65 @ 6%	72	03	10,772	03		
					10,772	03
To Trustees for fee, viz:	75	00				
To Trustees for commissions, viz:	353	16	428	16		
To Trustees for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	31	25				
Auditor - stating this account	35	00	76	25		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	82	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	35	00				
Fidelity & Deposit Co. - Bond premium	24	00				
1965 Taxes - adjusted 7/1/65 to 11/2/65	89	79				
Ground rent, adj. 5/26/65 to 11/2/65 ($150.00)	65	02				
Water rent, adj. to 11/2/65	32	44				
Miscellaneous notary fees	2	00	345	49		
To The Savings Bank of Baltimore, this balance on account of Mortgage claim filed	9,922	13	9,922	13		
					10,772	03

Amount of Mortgage claim filed	11,774	22
Interest on principal balance of $11,447.76		
from 9/30/65 to 1/28/66 - 120 days @ 5¼%	197	73
	11,971	95
Credit - amount allowed above	9,922	13
Balance subject to Decree in Personam	2,049	82

JOHN S. MAHLE JR., Assignee LIBER 167 PAGE 24 IN THE
for the purpose of foreclosure
1101 Fidelity Building
Baltimore, Maryland 21201

CIRCUIT COURT

FOR

:

vs.

ANNE ARUNDEL COUNTY

GEORGE W. JONES and
MATTIE JONES, his wife :
Route 2, Box 403
Severna Park, Maryland

IN EQUITY

17,491 Equity

oooOooo

PETITION FOR FORECLOSURE OF LAND INSTALMENT CONTRACT

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

1. Land instalment contract dated August 22, 1962 between Consolidated Security Savings and Loan Association, Inc. and George W. Jones and Mattie Jones, his wife, of Lots 29-34, inclusive, Idlewood Road, Section E, Sabrina Park, Anne Arundel County, Maryland

2. Assignment from Consolidated Security Savings and Loan Association, Inc. to John S. Mahle Jr. Assignee for the purpose of foreclosure, dated August 26, 1965.

John S. Mahle Jr.

John S. Mahle Jr. Assignee
1101 Fidelity Building
Baltimore, Maryland 21201
Le 9-3816

FILED

1965 OCT 11 AM 10: 47

CONTRACT OF SALE LIBER 167 PAGE 25

THIS AGREEMENT, Made this 22nd day of AUGUST, 1962, by and between Consolidated Security Savings and Loan Association, Inc., hereinafter called "Seller", and GEORGE W. and MATTIE JONES hereinafter called "Purchasers".

WITNESS that in consideration of the sum of $ 4870 60 dollars, of which the sum of $ 15 00 dollars has been paid prior to the signing of this Agreement, the Purchasers hereby purchase from the Seller the following: LOTS. 29-30-31-32-33 and 34 INCLUSIVE, IDLEWOOD ROAD, SECTION E. SUBURBAN PARK, ANNE ARUNDEL COUNTY, MARYLAND.

The balance of said purchase price shall be paid as follows: 36 consecutive monthly payments of principal and interest of $ 60 00, beginning on the 5th day of OCT., 1962, and continuing on the 5th day of each month thereafter.

If the Purchasers shall make the payments as aforesaid, the Seller shall, upon receipt of the 36th payment, deliver a Deed conveying the above mentioned property to the Purchasers, and taking from the Purchasers a 10 year purchase money mortgage and Promissory Note, providing for the payment of the remaining principal balance of the purchase price, plus a 10% service charge, together with interest thereon at 6% per annum in equal monthly installments. The Purchasers agree to pay costs of such conveyance including notary fees, revenue stamps and all recording charges.

However, if the Purchasers shall default in any of the 36 payments aforesaid, then the Seller may, in its option, declare this Agreement void and terminated and all monies paid hereunder shall be forfeited as liquidated damages for breach. In such event, there shall be no further liability of either party hereto. A notice from the Seller, by registered mail, to the Purchasers at the Purchasers' last address contained in the Seller's records shall be sufficient to declare this contract void and terminated.

Time shall be the essence of this contract.

No assignment of this Agreement shall be made by the Purchasers, or by any subsequent holder thereof, without the written consent of the Seller.

The Purchasers acknowledge receipt of a copy of this Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 29th day of OCTOBER, 1962. BY [illegible]

ATTEST:

[signature]

WITNESS TO BOTH:

[signature]

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

[signature]
PURCHASER

[signature] (SEAL)
Purchaser

Mattie Jones (SEAL)
Purchaser

ROUTE 2 - BOX 423 SEVERNA PK.
Address

Sold By: [signature]

FILED
1962 OCT 11 AM 10:47

647-2434
Telephone

2

ASSIGNMENT LIBER 167 PAGE 26

THIS ASSIGNMENT, of a Land Installment Contract, made this 26th day of August, 1965, by Consolidated Security Savings & Loan Association, Inc., of Glen Burnie, Anne Arundel County, Maryland

WITNESSETH: That in Consideration of the sum of One Dollar ($1.00) the said Consolidated Security Savings & Loan Association, Inc., a Body Corporate of the State of Maryland, does hereby grant and assign for the purpose of foreclosure and collection unto John S. Mahle, Jr., Attorney, all its right, title and interest in and to a certain Contract of Sale, in the nature of a Land Installment Contract, made to Consolidated Security Savings & Loan Association, Inc. by George W. Jones and Mattie Jones, his wife, dated the 22nd day of August, 1962.

AS WITNESS the Corporate Seal the day and year first above written, and the signature of Richard A. Brown, the President thereof, and attested to by Martha A. Taylor, the Secretary thereof.

TEST:

Martha A. Taylor, Secretary

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

BY: Richard A. Brown, President

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

I HEREBY CERTIFY, That on this 26th day of August in the year one thousand nine hundred and sixty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for 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 Land Installment Contract to be the Corporate act.

Hallie G. Miller NOTARY PUBLIC

My commission expires July 1, 1967.

FILED

1965 OCT 11 AM 10:47

3

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 167 PAGE 27

JOHN S. MAHLE, JR. :

Assignee :

VS : EQUITY NO. 17,491

GEORGE W. JONES and :
MATTIE JONES, his wife(now deceased)

Defendants :

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

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 2nd day of August, 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 and Loan Association, Inc., the hold of a Land Installment Contract dated August 22, 1962, from George W. Jones and Mattie Jones, his wife, and made oath in due form of the law that the following account represents the balance due and owing upon the Land Installment Contract filed for collection in the above entitled cause.

Original Amount of Contract	$4,870.00
Less Payments Made	836.25
Balance	$4,033.75
Plus Interest at 6% per annum from October 5, 1964 through August 5, 1965	201.69
Total Amount Due	$4,235.44

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

BY: Richard A. Brown
Richard A. Brown, President

SUBSCRIBED AND SWORN to before me this 2nd day of August, 1965.

Martha A. Taylor
Martha A. Taylor, NOTARY PUBLIC

My Commission expires July 1, 1967

FILED
1965 OCT 11 AM 10:47

4

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

LIBER 167 PAGE 28

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

vs.

GEORGE W. JONES and MATTIE JONES, his wife

IN THE

CIRCUIT COURT

~~OR~~ FOR ~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY IN EQUITY

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

Military Affidavit

County

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in 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 defendantsherein, 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 as members 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 John S. Mahle Jr.
this 12th day of August 1965

Alice E. Alexander
Notary Public

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

FILED

1965 OCT 11 AM 10:47

JOHN S. MAHLE JR. ASSIGNEE LIBER 167 PAGE 29 IN THE
for the purpose of foreclosure
1101 Fidelity Building
Baltimore, Maryland 21201 : CIRCUIT COURT

vs. FOR

ANNE ARUNDEL COUNTY

George W. Jones and
Mattie Jones, his wife : IN EQUITY
Route 2, Box 403
Severna Park, Maryland

oooo0ooo

No. 17,491

AFFIDAVIT OF SERVICE OF WRITTEN NOTICE

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County personally appeared John S. Mahle Jr, Assignee for the purpose of foreclosure, and made oath in due form of law that: Pursuant to Rule W 79 section b. of Maryland Rules of Procddure (1961 edition) (1) that he served written notice on August 19, 1965 on the vendees by registered mail at the vendees' last known address, stating the amount of payment in default, the nature of any claimed default in any other condition or requirement of the contract, and that the contract shall terminate on a designated day not less than 30 days after the delivery or mailing of such notice, unless the vendees before that time comply with the terms and conditions in regard to which the default has occurred.

John S. Mahle Jr.
John S. Mahle Jr. Affiant

Subscribed and sworn to before me this 4th day of October, 1965

Alice E. Alexander
Alice E. Alexander, Notary Public

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

FILED
1965 OCT 11 AM 10:47

6

Jud. 14042.

Assignee's
~~MORTGAGE OR ATTORNEYS'~~ BOND

No 90-988964-J

LIBER 167 PAGE 30 LIBER 13 PAGE 279

Know all Men by these Presents:

No. 17,491 Equity

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 Five Thousand and No/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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th 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 Anne Arundel County Land Installment Contract between

GEORGE W. JONES AND MATTIE JONES, HIS WIFE and

~~to~~ CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION

dated August 22, 1962 ~~and recorded in Liber~~

~~No~~ ~~folio~~ ~~etc., one of the Land Records Books of~~

is authorized and empowered to sell the property described in said ~~mortgage~~ Land Installment Contract 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~~ Land Installment Contract;

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

Margie R. Rosensteel
Margie R. Rosensteel

John S. Mahle, Jr. [SEAL]
John S. Mahle, Jr.

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Hufham
Barbara Hufham (Witness as to Surety)

FILED
1965 OCT 11 AM 10: 47

Bond approved this 11th day of October, 1965

Louis N. Phipps, Clerk

7

E. T. Newell & Co., Inc.

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

LIBER 167 PAGE 31

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of November, 1965, 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 any one~~ they are)

(that he is the agent for the purchaser, United Mortgage Corporation,) and ~~they are~~

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

John S. Mahle Jr. (SEAL)
John S. Mahle Jr. agent for
United Mortgage Corporation abc

(SEAL)
Purchaser

1101 Fidelity Building, Balto. Md. 1
Address

Alice E. Alexander
Notary Public

Alice E. Alexander

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

FILED
1965 NOV 15 AM 10: 42

8

REPORT OF SALE

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

vs.

GEORGE W. JONES and

MATTIE JONES, his wife

DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT ~~for~~

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY IN EQUITY

LIBER 167 PAGE 32

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

Lots 29,30,31 32 and 34 inc. Idlewood Road, Section E, Sabrina Park

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

.....

.....

a weekly ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Saturday the 6th day of November 1965 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 Three thousand ($3,000.00) Dollars which was the highest sum bid therefore.

a copy of the advertisement 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

FILED
1965 NOV 15 AM 10:41

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 12th day of November 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 *Notary Public.*

Alice E. Alexander

9

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

Assignee's Sale

VALUABLE FEE-SIMPLE RANCH TYPE DWELLING

Under and by virtue of an assignment to John S. Mahle Jr., of a Contract of Sale in the nature of a Land Installment Contract from Consolidated Security Savings and Loan Association, Inc. (Seller) to George W. Jones and Mattie Jones his wife, dated August 22, 1962, (default having occurred thereunder) the undersigned Assignee will sell at public auction at the court House Door on

SAT., NOV. 6, 1965 AT 11:10 O'CLOCK A.M.

All those lots of ground and improvements thereon and described as follows:

Lots, 29, 30, 31, 32 and 34 inclusive, Idlewood Road Section E, Sabrina Park, Anne Arundel County, Maryland.

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 N-4

John S. Mahle, Jr., Attorney

FOR: Maryland Gazette
November 18th Edition

LIBER 167 PAGE 34

ORDER NISI

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

versus

GEORGE W. JONES and MATTIE JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,491 Equity

Ordered, this 15th day of November, 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 20th 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 20th day of December next.

The report states that the amount of sale was $ 3,000.00

Louis C. N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

versus

GEORGE W. JONES and MATTIE JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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 Gilda
JUDGE.

FILED

1965 DEC 21 AM 11:23

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

Assignee's Sale

VALUABLE FEE-SIMPLE RANCH TYPE DWELLING

Under and by virtue of an assignment to John S. Mahle Jr., of a Contract of Sale in the nature of a Land Installment Contract from Consolidated Security Savings and Loan Association, Inc. (Seller) to George W. Jones and Mattie Jones his wife, dated August 22, 1962, (default having occurred thereunder) the undersigned Assignee will sell at public auction at the court House Door on

SAT., NOV. 6, 1965 AT 11:10 O'CLOCK A.M.

All those lots of ground and improvements thereon and described as follows:

Lots, 29, 30, 31, 32 and 34 inclusive, Idlewood Road Section E, Sabrina Park, Anne Arundel County, Maryland.

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

N-4

10

No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 197 PAGE 35

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13 19 65

We hereby certify, that the annexed

Assignee's Sale
No. 17, Eq.
George W. Jones et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of November, 19 65. The first insertion being made the 14th day of October, 19 65.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1965 NOV 15 PM 2:08

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,491 Equity

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

versus

GEORGE W. JONES and MATTIE JONES, his wife

Ordered, this 15th day of November, 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 20th 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 20th day of December next.

The report states that the amount of sale was $3,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-9

LIBER 167 PAGE 36

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,491

George W. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of December, 1965. The first insertion being made the 18th day of November, 1965.

FILED

1965 DEC 14 PM 2:47

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

11

No. M. C. 8637

In the Case of

JOHN S. MAHLE, JR., ASSIGNEE, ETC.

VS.

GEORGE W. JONES, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,491 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
1966 JAN 11 PM 1:10

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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 27 AM 11:25

12

13

Dr. Mortgaged Real Estate of George W. Jones and Mattie Jones, his wife

LIBER 167 PAGE 38

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

						Cr.	
By	Amount of sale as per Assignee's Report						
	of Sale filed			3,000	00		
By	Interest 6% on deferred payment						
	$2,500.00 from 11/6/65 to 12/22/65			18	75		
						3,018	75
To	Assignee, for commission, viz	120	00				
				120	00		
To	Assignee, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	50				
	Auditor, this account	35	00				
				74	50		
To	Assignee, for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	76	24				
	Maryland Casualty Co. - bond	20	00				
	E. T. Newell & Co. Inc., auctioneer's fee	75	00				
				171	24		
To	Consolidated Security Savings & Loan Assoc.						
	Inc., contract vendor, on account of claim						
	filed	2,653	01				
				2,653	01		
						3,018	75
	Balance due on Land Installment Contract						
	as per claim filed	4,235	44				
	Interest 6% on principal balance						
	$4,033.75 from 8/6/65 to 1/22/66	110	91				
		4,346	35				
	Credit amount allowed above	2,653	01				
	This amount subject to decree in personam	1,693	34				

LIBER 167 PAGE 39

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

vs.

HOMER S. POWERS And
JUANITA INESS POWERS, his wife
Route A 1, Box 275
Millersville, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,373 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 and 2.

1. Mortgage from Homer S. Powers and Juanita Iness Powers, his wife, to Consolidated Security Savings and Loan Association, Inc. dated March 6, 1964 and recorded among the Land Records of Anne Arundel County in Liber 1742, page 412, etc.

2. Assignment from Consolidated Security Saving and Loan Association, Inc to John S. Mahle Jr.. assginee for the purpose of foreclosure, dated May 25, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1742, page 414.

[signature]
John S. Mahle Jr. Assignee
1101 Fidelity Building
Baltimore, Maryland 21201
Le 9- 3816

FILED

1965 AUG 13 AM 8:45

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 167 PAGE 40
BOOK 1742 PAGE 412

No. 17,373 Equity

THIS MORTGAGE, Made this sixth day of March

in the year nineteen hundred and sixty-four by and between HOMER S. POWERS and JUANITA INESS POWERS, his wife

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted unto CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., Party of the second part, Mortgagee, in the full and just sum of ELEVEN THOUSAND SEVEN HUNDRED ONE DOLLARS AND NINETY-TWO CENTS ($11,701.92), as is evidenced by their mortgage note of even date herewith for the said principal sum of ELEVEN THOUSAND SEVEN HUNDRED ONE DOLLARS AND NINETY-TWO CENTS ($11,701.92) with interest from date hereof at the rate of six (6%) per cent per annum on the unpaid principal balance until paid, said principal and interest being payable in monthly installments of NINETY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS ($98.75) commencing on the 20th day of April, 1964 and continuing on the 20th day of each month thereafter until the principal and interest are fully paid except that the final installment of principal and interest, if not sooner paid, shall be due and payable on the 20th day of March, 1979; to secure the payment of said principal and interest thereon in the manner and at the times limited for payment thereof, these presents are executed.

15,212

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said HOMER S. POWERS and JUANITA INESS POWERS, his wife

do grant and convey unto CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., its successors ~~heirs~~ and assigns, in fee simple, all those lot s or parcels of ground situate and lying in the Anne Arundel County, Maryland aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING known and designated as Lots Nos. 99 and 100 of "Elvaton Acres", recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book No. 18, folio No. 28.

BEING a part of the lot of ground which by deed dated May 8, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1119, folio 243 was conveyed by Edna G. Pumphrey, et al to Charles L. Pumphrey & Co., Inc., A Maryland Corporation.

BEING the same lots Nos. 99 and 100 which were by deed dated November 14, 1961 and recorded among the land records of Anne Arundel County, State of Maryland in Liber GTC No. 1525, Folio No. 26, etc., conveyed by Charles L. Pumphrey & Co., Inc., to the within Mortgagors.

2530

2 APR 3 1964

FILED
1965 AUG 13 AM 8:45

2

LIBER 167 PAGE 41

BOOK 1742 PAGE 413

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., its successors ~~heirs~~ and assigns, forever.

Provided, that if the said HOMER S. POWERS and JUANITA INESS POWERS, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of ELEVEN THOUSAND SEVEN HUNDRED ONE DOLLARS AND NINETY-TWO ~~DOLLARS~~ CENTS and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, their personal representatives, or assigns, or Richard A. Brown duly authorized Attorney or Agent of the said Mortgagee/, its successors personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any

such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its/successors executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least ELEVEN THOUSAND SEVEN HUNDRED ONE DOLLARS & NINETY-TWO CENTS dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee/, its successors executors, administrators or assigns, to the extent of lien or claim hereunder.

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

BOOK 1742 PAGE 414

TEST:

J. R. Hamilton

Homer S. Powers [SEAL]
Homer S. Powers

Juanita Iness Powers [SEAL]
Juanita Iness Powers

[SEAL]

State of Maryland, COUNTY OF ANNE ARUNDEL , ss:

I Hereby Certify, that on this sixth day of March in the year one thousand nine hundred and sixty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Homer S. Powers and Juanita Iness Powers, his wife

the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared J. Robert Hamilton, Vice President of Consolidated Security Savings & Loan Association, Inc.

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

Martha A. Taylor NOTARY PUBLIC

My commission expires May 3, 1965.

Rec'd for record Apr 2 1964 at 9:22A
Mailed to Consolidated Security S. & L. Assn. Inc.

7.50

4

21.0034

ASSIGNMENT

LIBER 167 PAGE 43

FOR VALUE RECEIVED, Consolidated Security Savings & Loan Association, Inc. hereby assigns the within and foregoing mortgage and the debt secured thereby to John S. Mahle, Jr., Attorney for the purpose of foreclosure and collection.

AS WITNESS the signature of Richard A. Brown, its President, attested to by Martha A. Taylor, its Secretary-Treasurer and corporate seal affixed thereto, this 25th day of May, 1965.

ATTEST:

Martha A. Taylor

Martha A. Taylor, Secretary-Treasurer

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

BY: Richard A. Brown

Richard A. Brown, President

1.00

MORTGAGE

FROM

HOMER S. POWERS and

JUANITA INESS POWERS, his wife

TO

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record at ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... &c., Records of ..... and examined per ..... Clerk.

Cost of Record, $ 780

Return To:

Consolidated Security Savings & Loan Association, Inc.
210 Grain Highway, N.W.
Glen Burnie, Maryland

THE DAILY RECORD CO., BALTIMORE, MD.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 APR -2 AM 9:22
& RECORDED IN LIBER LNP
NO. 1742 FOLIO 412
LOUIS N. PHIPPS, CLERK

2530 Mar 6 [illegible]
1101 [illegible]
Baltimore Md [illegible]

S/C
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1965 JUN -7 PM 1:47
& RECORDED IN LIBER LNP
NO. 1742 FOLIO 414
LOUIS N. PHIPPS, CLERK

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

LIBER 167 PAGE 44

JOHN S. MAHLE JR. Assignee

for the purpose of foreclosure

vs.

HOLER S. POWERS and

JUANITA I. POWERS, his wife

IN THE

CIRCUIT COURT

~~OF~~ FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY IN EQUITY

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

No. 17,373 Eq

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 defendantsherein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

(4) said defendants are/~~is~~/not ~~x~~ membersof 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 12th day of August 1965.

Alice F. Alexander
Notary Public

ALICE F. ALEXANDER NOTARY PUBLIC BALTIMORE CO. MD.

FILED

1965 AUG 13 AM 8:46

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN S. MAHLE, JR. :

Assignee :

VS : EQUITY NO. 17,373

HOMER S. POWERS AND :
JUANITA INESS POWERS, his Wife

Defendants :

: :

LIBER 167 PAGE 45

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 2nd day of August, 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 and Loan Association, Inc., the holder of a mortgage dated March 6, 1964, recorded in Liber L.N.P. 1742, folio 412, etc., one of the Land Records of Anne Arundel County, Maryland from Homer S. Powers and Juanita Iness Powers, 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	$11,308.59
Interest on Principal from 3/5/65 to 8/5/65 at 6% per annum	282.71
Unpaid Late charges through 7/5/65	19.76
Balance Due	$11,611.06

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

BY: Richard A. Brown
Richard A. Brown, President

SUBSCRIBED AND SWORN to before me this 2nd day of August, 1965.

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Martha A. Taylor
Martha A. Taylor, NOTARY PUBLIC

My Comission expires July 1, 1967

FILED

1965 AUG 13 AM 8:46

7

Jud. 14042.

Assignee's
~~MORTGAGEE OR ATTORNEY'S~~ BOND

LIBER 13 PAGE 241

No 90-988963-J

LIBER 167 PAGE 46

No. 17,373 Eq.

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 Thirteen Thousand and No/100 ($13,000.00) - - - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, 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* 12th *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 HOMER S. POWERS and JUNITA I. POWERS, HIS WIFE

to CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION

dated March 6, 1964 *and recorded in Liber No.* 1742 *folio* 412 *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 by assignment of power *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

Margie R. Rosensteel
Margie R. Rosensteel

John S. Mahle, Jr. [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Hufham
Barbara Hufham (Witness as to Surety)

FILED
1965 AUG 13 AM 8:46

Bond approved this 13th day of August, 1965

Lowell N. Phipps, Clerk

JOHN S. MAHLE, J
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 Homer S. Powers and Juanita Iness Powers, his wife, to Consolidated Security Savings and Loan Association, Inc. dated March 6, 1964 and recorded among the Land Records of Anne Arundel County in Book 1742, page 412 etc., (default having occurred thereunder) and by assignment 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 O'CLOCK A.M.

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

Lots Nos. 99 and 100 of Elevaton Acres recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 18, folio no. 28.

In Fee Simple and improved by a ranch type dwelling.

Subject to all restriction, 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.

9 No

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 47

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18 1965

We hereby certify, that the annexed Assignee's Sale No. 17,373 Eq. Homer S. Powers

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.

FILED
1965 SEP 20 PM 2:15

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12 day of November, 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., purchaser at the foreclosure sale in this cause, and made oath in due form of law (that ~~he~~ ~~they are~~ the purchaser and purchased the same as principal and not as agent for anyone)

(that he is the agent for the purchaser, United Mortgage Corporation, abc,) 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.

John S. Mahle Jr. (SEAL)
John S. Mahle Jr. agent of
United Mortgage Corporation a b c

(SEAL)
Purchaser

1101 Fidelity Building Balto. 1, Md.
Address

Alice E. Alexander
Notary Public

Alice E. Alexander

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

FILED
1965 NOV 15 AM 10: 42

10

REPORT OF SALE

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

vs.

HOMER S. POWERS and JUANITA I. POWERS, his wife

IN THE

CIRCUIT COURT

—OF—

ZZZZZZZZZZZZZZZZ

ANNE ARUNDEL COUNTY IN EQUITY

LIBER 167 PAGE 49

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

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

Assignee's Sale

VALUABLE FEE-SIMPLE PROPERTY IMPROVED BY 2 DWELLINGS

Under and by virtue of the ver and authority contained a mortgage from Homer S. vers and Juanita Iness Pow-, his wife, to Consolidated Se-ity Savings and Loan Asso-tion, Inc. dated March 6, 1964 recorded among the Land ords of Anne Arundel County Book 1742, page 412 etc., (de-lt having occurred there-ler) and by assignment to n S. Mahle, Jr. (for the pur-e of foreclosure) the under-ned Assignee will sell at pub-auction at the Court House r, Annapolis, Maryland on

AT., NOV. 6, 1965
T 11 O'CLOCK A.M.

ll that lot of ground and im-vements thereon and de-ibed as follows:

ots Nos. 99 and 100 of Ele-ion Acres recorded among Plat Records of Anne Arun-County, Maryland in Plat k No. 18, folio no. 28.

1 Fee Simple and improved a ranch type dwelling and a me dwelling.

ubject to all restrictions, ements and conditions of re-d affecting same.

erms of sale: Cash. Deposit) at time of sale, balance n ratification of the sale by Circuit Court for Anne Arun-County. Interest charged on ance of unpaid purchase ney from day of sale to date settlement. Taxes and all oth-expenses including District ns, if any, adjusted to date sale. Documentary Stamps l transfer tax, if any, to be d by purchaser.

JOHN S. MAHLE, JR.
Assignee

T. NEWELL & CO., INC.
HN M. MILLER, JR.,
sident
-26 W. North Avenue
. 2-3580

N-4

LIBER 167 PAGE 50

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

Lots 99 and 100 Elevaton Acres

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 6th day of November 1965 at 11:00 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 Eight thousand, five hundred ($8,500.00) Dollars which was the highest sum bid therefore.

A copy of the advertisement 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

FILED 1965 NOV 15 AM 10: 42

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 12th day of November 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 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.

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

As witness my hand and Notarial Seal,

Alice E. Alexander

Alice E. Alexander *Notary Public.*

John S. Mahle, Jr., At rney

FOR: Marylar Gazette
Novembe 18th Edition

LIBER 167 PAGE 51

ORDER NISI

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

versus

HOMER S. POWERS and JUANITA I. POWERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,373 Equity

Ordered, this 15th day of November, 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 20th 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 20th day of December next.

The report states that the amount of sale was $ 8,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

versus

HOMER S. POWERS and JUANITA I. POWERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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 Childs
JUDGE.

FILED

1965 DEC 21 AM 11:23

12

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

Assignee's Sale

VALUABLE FEE-SIMPLE PROPERTY IMPROVED BY 2 DWELLINGS

Under and by virtue of the power and authority contained in a mortgage from Homer S. Powers and Juanita Iness Powers, his wife, to Consolidated Security Savings and Loan Association, Inc. dated March 6, 1964 and recorded among the Land records of Anne Arundel County in Book 1742, page 412 etc., (default having occurred thereunder) and by assignment 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., NOV. 6, 1965 AT 11 O'CLOCK A.M.

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

Lots Nos. 99 and 100 of Elevation Acres recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 18, folio no. 28.

In Fee Simple and improved by a ranch type dwelling and a frame 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

N-4

13 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 52

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12 1965

We hereby certify, that the annexed

Assignee's Sale

No. 17,373 Eq.

Homer S. Powers

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

FILED
1965 NOV 15 PM 2:08

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,373 Equity

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

versus

HOMER S. POWERS and JUANITA I. POWERS, his wife

Ordered, this 15th day of November, 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 20th 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 20th day of December next.

The report states that the amount of sale was $8,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
D-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 53

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,373

Homer S. Powers

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 December, 1965. The first insertion being made the 18th day of November, 1965.

FILED
1965 DEC 14 PM 2:47

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

14 No. M. C. 8638

In the Case of

JOHN S. MAHLE, JR., ASSIGNEE

VS.

HOMER S. POWERS, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,373 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 11 PM 1:10 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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.

James H. Phipps
Clerk
Per: R. E. Wampler, deputy

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1966 JAN 27 AM 11:33

15

16

Dr. Mortgaged Real Estate of Homer S. Powers and Juanita I. Powers, his wife

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

						Cr.	
By	Amount of sale as per Assignee's Report						
	of Sale filed			8,500	00		
By	Interest 6% on deferred payment						
	$8,000.00 from 11/6/65 to 12/22/65			60	00		
						8,560	00
To	Assignee for fee, viz	100	00				
To	Assignee for commission, viz	285	00				
				385	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Clerk, recording short assignment	1	00				
	Auditor, this account	35	00				
				74	00		
To	Assignee, for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	146	18				
	Maryland Casualty Co. - bond	52	00				
	E. T. Newell & Co. Inc., auctioneer's fee	75	00				
				273	18		
To	Consolidated Security Savings & Loan						
	Assoc. Inc., Mortgagee on account of						
	mortgage claim	7,827	82				
				7,827	82		
						8,560	00
	Balance due on mortgage as per mortgage						
	claim filed	11,611	06				
	Interest 6% on principal balance						
	$11,308.59 from 8/6/65 to 1/21/66	310	98				
		11,922	04				
	Credit amount allowed above	7,827	82				
	This amount subject to decree in personam	4,094	22				

LIBER 167 PAGE 56

CONSUELLO GREEN
2812 Sherman Avenue, N. W.
Washington, D. C.

and

ERCER IOLA RICKS
2186 5th Avenue, Apt. 16-E
New York 37, New York

Plaintiffs

vs

ALTON OLIVER
1018 Girard Street, N.W. Apt 21
Washington, D. C.

and

BERNICE OLIVER
1018 Girard Street, N.W. Apt. 21
Washington, D. C.

and

ALICE OLIVER DOTSON
Box 569, Furnace Branch Road
Glen Burnie, Maryland

and

IVAN DOTSON
Box 569, Furnace Branch Road
Glen Burnie, Maryland

and

ARBUTUS OLIVER GARNETT
Route 2, Box 169 A
Severn, Maryland

and

FORREST GARNETT
Route 2, Box 169 A
Severn, Maryland

and

DENNIS OLIVER
Box 178
Severn, Maryland

and

CHESTER OLIVER
Box 230, Queenstown Road
Severn, Maryland

and

DOROTHY OLIVER
Box 230, Queenstown Road
Severn, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 15,758

FILED
1963 JUL 31 PM 3:38

and

URIAS OLIVER
Box 178
Severn, Maryland

and

IRENE OLIVER
Severn, Maryland

and

CURTIS OLIVER
3409 Spellman Road
Baltimore 25, Maryland

and

ISRAEL OLIVER
Hanover, Maryland

and

BEULAH OLIVER
Severn, Maryland

and

ELEANOR CLARK
2721 11th Street, N.W.
Washington 1, D. C.

and

OLIVER CLARK
2721 11th Street, N. W.
Washington 1, D. C.

and

PRISCILLA SMOTHERS
2715 Giles Road
Baltimore 25, Maryland

and

RICHARD SMOTHERS
2715 Giles Road
Baltimore 25, Maryland

and

ARDENE MATTHEWS
Box 415,
Hanover, Maryland

and

HARRY MATTHEWS
Box 415
Hanover, Maryland

and

Any unknown persons, residents or non-residents who may be entitled to share in said property.

BILL OF COMPLAINT

1. That Ezekiel Oliver by deed dated May 15, 1867, and recorded among the land records of Anne Arundel County in Liber G.E. 6.3, folio 56, acquired from Hanson Logan, Rachel Ann Logan, George Waters and Mary Jane Waters a tract of land called "Addition to Timber Ridge" containing twenty-six and one half acres of land, more or less, in Anne Arundel County. A certified copy of said deed is hereto attached as Plaintiffs' Exhibit A.

2. That the said Ezekiel Oliver being so seized and possessed departed this life leaving a Last Will and Testament, dated the 5th day of February, 1902 which has been duly admitted to probate in the Orphans Court for Anne Arundel County, Maryland, and is of record among the records of said Court in Liber R.B. No. 1, Folio 187 wherein he devised unto his son Israel Oliver, twenty-five acres of the aforementioned tract and a certified copy of said Last Will and Testament is hereto attached as Plaintiffs' Exhibit B.

3. That the said Israel Oliver being so seized and possessed departed this life November 8, 1935 leaving a Last Will and Testament dated October 15, 1934 which has been duly admitted to probate in the Orphans' Court of Anne Arundel County, Maryland and is of record among the records of said Court, in Wills Liber W M H 1/392, wherein he devised unto Arbutus Newman and Ezekiel Oliver said track as joint tenants, and as residuary devisees, after the death of his wife, Omage Oliver, a life tenant, and the said Omage Oliver died in 1953. A certified copy of said Last Will and Testament is hereto attached as Plaintiffs Exhibit "C".

4. That Arbutus Newman and Ezekiel Oliver by Deed dated October 7, 1954 and recorded among the Land records of Anne Arundel County, Maryland in Book 870, Page 98, conveyed to Frank Johnson a parcel of said land containing 22. 203 acres, a certified copy of which deed is filed herewith and marked "Plaintiffs' Exhibit "D".

5. That the said Arbutus Newman and Ezekiel Oliver remained seized and possessed of 4 acres of said original parcel of land.

6. That the said Ezekiel Oliver departed this life July, 1961.

7. That the said Arbutus Newman departed this life August 17, 1961 and died intestate, leaving as her sole heirs at law:-

A. A sister Consuello Green, 2812 Sherman Avenue, N. W. Washington, D. C.

B. A sister, Ercer Iola Ricks, 2186 Fifth Avenue,Apt. 16 E. New York, N. Y.

C. The following nieces and nephews, they being the children of a deceased brother, Chester Oliver, who departed this life, March 18, 1949:

(a) Alton Oliver (wife, Bernice) 1018 Girard Street, N.W.Apt 2 Washington, D. C.

(b) Alice Oliver Dotson, (husband, Ivan) Box 569, Furnace Branch Road, Glen Burnie, Maryland

(c) Arbutus Oliver Garnett (husband, Forrest) Route 2, Box 169-A. Severn, Maryland

(d) Dennis Oliver, unmarried, Box 178, Severn, Maryland.

(e) Chester Oliver, (wife, Dorothy) Box 230, Queenstown Road, Severn, Maryland

(f) Urias Oliver, (wife, Irene), Box 178, Severn, Maryland.

(g) Curtis Oliver
3409 Spellman Road

(h) Israel Oliver (wife, Beulah) Hanover, Maryland.

(i) Eleanor Oliver Clark (husband, Oliver) 2721 11th Street, N. W. Washington 1, D. C.

(j) Priscilla Oliver Smothers (husband, Richard) 2715 Giles Road, Baltimore 25, Maryland

(k) Ardene Oliver Matthews (husband, Richard) Box 415, Hanover, Maryland.

8. That all parties are over twenty-one years of age and capable of executing a valid deed of conveyance, for his or her interest.

9. That said property is not susceptible of partition without material loss and injury to the parties entitled to their respective interests therein and in order to make a proper division of said interests to the parties to this proceeding, it will be necessary that a Trustee or Trustees be appointed by this Honorable Court to sell said property and to divide the proceeds thereof among the parties according to their respective interests pursuant to the terms of such decree or Decrees as may be passed herein.

10. That the appraised value of said land is $6,800.00

TO THE END, THEREFORE:

(a) That a Decree may be passed ordering the sale of said property in Anne Arundel County, Maryland, either at public or private sale, and if at a private sale for an amount not less than the appraised value thereof.

(b) That a Trustee or Trustees be appointed by this Honorable Court to make sale of said property.

(c) That the proceeds of said sale may be distributed between Plaintiffs and Defendants according to their respective rights and interests pursuant to the direction of such Decree as may be passed.

May it please your Honors to grant unto your Plaintiffs the Writ of Subpoena directed to the said Alice O. Dotson and her husband, Ivan, Box 569 Furnace Branch Road, Glen Burnie, Maryland; Arbutus O. Garnett and her husband Forrest Garnett, Route 2, Box 169 A, Severn, Maryland, Dennis Oliver, Box 178, Severn, Maryland; Chester Oliver and wife, Dorothy Oliver, Box 230, Queenstown Road, Severn, Maryland; Urias Oliver and his wife, Irene Oliver, Box 178 , Severn, Maryland; Israel Oliver and his wife, Beulah Oliver, Hanover, Maryland; Priscilla O. Smothers and her husband, Richard Smothers, 2715 Giles Road, Baltimore, Maryland; Ardene O. Matthews and her husband, Harry Matthews, Box 415, Hanover, Maryland, commanding them and each of them, to be and appear in this Court, either in person or by solicitor, on or before a certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed herein.

May it please yours Honor to grant unto your Plaintiffs the Order of Publication directed to the said Alton Oliver and his wife, Bernice Oliver, 1018 Girard Street, Apt. 2, N.W. Washington, D.C.; Eleanor Clark and her husband Oliver Clark, 2721 11th Street, N.W., Washington, D. C. and all persons having or claiming to have any interest in a certain tract of land lying in Anne Arundel County, Maryland, giving notice to them of the object and substance of this Bill and warning them and each of them to be and appear in this Court either in person or by solicitor on or before a certain day named therein to show cause if any they may have why a Decree ought not to

passed as prayed.

AND, as in duty bound, etc.

Consuello Green
CONSUELLO GREEN

Ercer Ira Ricks
ERCER I. RICKS

W. EMERSON BROWN, JR.
Brown, Allen & Watts, Murphy & Russell
Attorneys for Plaintiffs
~~1920 E. Monument Street~~
~~Baltimore 5, Maryland~~
~~Broadway 6-2356~~
Suite 418
One Charles Center
Baltimore, Maryland, 21201
MUlberry 5-9000

LIBER 167 PAGE 62

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

CONSUELLO GREEN and ERCER IOLA RICKS vs. ALTON OLIVER, ET AL

No. 15,758 Equity

ORDER OF PUBLICATION

The object of these proceedings is to have the Circuit Court for Anne Arundel County to assume entire jurisdiction for purpose of sale the fee-simple property owned by Arbutus Newman who died intestate on August 17, 1961, and to distribute proceeds of said sale among the parties to the suit in accordance with their respective rights and interests.

The bill of complaint recites that one Ezekiel Oliver by deed dated May 15, 1867 acquired 26½ acres of land called "Addition to Timber Ridge" in Anne Arundel County, Maryland (Liber G.E. 6.3, folio 56) and that so seized died and by Last Will devised 25 acres of said tract to his son, Israel Oliver; (Liber R. B. No. 1, Folio 187); that the said Israel Oliver so seized departed this life November 8, 1935, devising said tract of 25 acres to Arbutus Newman and Ezekiel Oliver as joint tenants (Wills Liber WMH 1/392); that said Arbutus Newman and Ezekiel Oliver by deed dated October 7, 1954 conveyed 22.203 acres of said original tract to one Frank Johnson (Book 870, Page 98); that said Arbutus Newman and Ezekiel Oliver remained seized and possessed of approximately 4 acres of said original tract, until Ezekiel Oliver's death in July, 1961; that the said Arbutus Newman, survivor, departed this life intestate, August 17, 1961, leaving as her heirs at law: - (A) Consuello Green and Ercer Iola Ricks, sisters and Plaintiffs herein (B) the following nieces and nephews, they being the children of a deceased brother, Chester Oliver: - (a) Alton Oliver (wife, Bernice) 1018 Girard Street, N. W. Apt. 2, Washington, D. C.; (b) Alice O. Dotson (husband, Ivan) Box 569, Furnace Branch Road, Glen Burnie, Maryland (c) Arbutus Oliver Garnett (husband, Forrest) Route 2, Box 169-A Severn, Maryland (d) Dennis Oliver (unmarried), Box 178, Severn, Maryland (e) Chester Oliver (wife, Dorothy) Box 230, Queenstown Road, Severn, Maryland (f) Urias Oliver (wife, Irene) Box 178, Severn, Maryland (g) Curtis Oliver (unmarried) 3409 Spelman Road, Baltimore, Maryland (h) Israel Oliver (wife, Beulah), Hanover, Maryland (i) Eleanor Oliver Clark (husband, Oliver)

FILED
1963 JUL 31 PM 3:38

2721 11th Street, N. W. Washington 1, D. C. (j) Priscilla Oliver Smothers (husband, Richard) 2715 Giles Road, Baltimore 25, Maryland (k) Ardene Oliver Matthews (husband, Richard) Box 415, Hanover, Maryland.

The bill further recites that said tract of land, approximately 4 acres, is not susceptible of partition without material loss and injury to the parties entitled to their respective interests therein, and that in order to make a proper division of said interests to the parties to this proceeding, it will be necessary that a Trustee or Trustees be appointed by this Honorable Court to sell said property and to divide the proceeds thereof among the parties according to their respective interests.

And the bill recites that defendants Alton and Bernice Oliver, his wife, 1018 Girard Street, Apt. 2, N. W. Washington, D. C.; Eleanor Clark and her husband Oliver Clark, 2721 11th Street, N. W., Washington, D. C., are non-residents; that all known heirs at law have been named therein, but that there may be persons unknown entitled to share in said proceeds, and plaintiffs desire this order of publication also for the purpose of giving notice to any unknown persons, residents or non=residents of the object and substance of this bill of complaint in addition to notifying the non-resident defendants as required by law.

The bill further states that said 4 acres of land have been appraised at $6,800.00.

IT IS THEREFORE, this 31st day of July, 1963 by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the Plaintiffs by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 9th day of September, 1963, giving notice to the non-resident defendants, Alton Oliver, Bernice Oliver, Eleanor Clark and Oliver Clark of the object and substance of this Bill and Order, requiring him to be and appear in this Honorable Court either in person or by attorney on or before the 11th day of October, 1963, to show cause, if any they may have, why a decree should not be granted as prayed herein.

Louis M. Phipps
CLERK

W. EMERSON BROWN, JR.,
Attorney
Suite 418
One Charles Center
Baltimore, Maryland

In The Circuit Court for Anne Arundel County Maryland

No. 15,758 Equity

CONSUELLO GREEN and ERCER IOLA RICKS vs. ALTON OLIVER, ET AL

Order Of Publication

The objeet of these proeeedings is to have the Circuit Court for Anne Arundel County to assume entire jurisdiction for purpose of sale the fee-simple property owned by Arbutus Newman who died intestate on August 17, 1961, and to distribute proeeeds of said sale among the parties to the suit in accordance with their respeetive rights and interests.

The bill of complaint recites that one Ezekiel Oliver by deed dated May 15, 1867 acquired 26½ aeres of land, ealled "Addition to Timber Ridge" in Anne Arundel County, Maryland (Liber G.E. 6.3. folio 56) and that so seized died and by Last Will devised 25 acres of said tract to his son, Israel Oliver; (Liber R. B. No. 1, Folio 187); that the said Israel Oliver so seized departed this life November 8, 1935, devising said tract of 25 aeres to Arbutus Newman and Ezekiel Oliver as joint tenants (Wills Liber WMH 1/392); that said Arbutus Newman and Ezekiel Oliver by deed dated October 7, 1954 conveyed 22.203 acres of said original tract to one Frank Johnson (Book 870, Page 98); that said Arbutus Newman and Ezekiel Oliver remained seized and possessed of approximateiy 4 acres of said original tract, until Ezekiel Oliver's death in July, 1961; that the said Arbutus Newman, survivor, departed this life inetstate, August 17, 1961, leaving as her heirs at law: — (A) Consuello Green and Ereer Iola Ricks, sisters and Plaintiffs, herein (B) the following nieces and nephews, they being the children of a deceased brother, Chester Oliver: — (a) Alton Oliver (wife, Berniee) 1018 Girard Street, N.W. Apt. 2, Washington, D.C.; (b) Alice O. Dotson (husband, Ivan) Box 569, Furnace Branch Road, Glen Burnie, Maryland (c) Arbutus Oliver Garnett (husband, Forrest) Route 2, Box 169-A, Severn, Maryland (d) Dennis Oliver (unmarried), Box 178, Severn, Maryland (e) Chester Oliver (wife, Dorothy) Box. 230, Queenstown Road, Severn, Maryland (f) Urias Oliver (wife, Irene) Box, 178, Severn, Maryland (g) Curtis Oliver (unmarried) 3409 Spelman Road, Baltimore, Maryland (h) Israel Oliver (wife, Beulah); Hanover, Maryland (i) Eleanor Oliver Clark (husband, Oliver) 2721 11th Street, N.W. Washington 1, D.C. (j) Priscilla Oliver Smothers (husband, Richard) 2715 Giles Road, Baltimore 25, Maryland (k), Ardene Oliver Matthews (husband, Richard) Box 415, Hanover, Maryland.

8 A

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 197 PAGE 94

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order of Publication

No. 15,758 Eq.

Consuello Green

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of September, 1963. The first insertion being made the 8th day of August, 1963.

FILED

1963 SEP -3 PM 12:58

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

The bill further recites that said tract of land, approximately 4 acres, is not susceptible of partition without material loss and injury to the parties entitled to their respective interests therein, and that in order to make a proper division of said inter[illegible] to the parties to this proceeding, it will be necessary that a Trustee or Trustees be appointed by this Honorable Court to sell said property and to divide the proceeds thereof among the parties according to their respeetive interests.

And the bill recites that defendants Alton and Bernice [illegible], his wife, 1018 Girard Street, Apt. 2, N.W. Washington, D.C.; Eleanor Clark and her husband Oliver Clark, 2721 11th Street, N.W. Washington, D.C., are non-residents; that all known heirs at law have been named therein, but that there may be persons unknown entitled to share in said proceeds, and plaintiffs desire this order of publication also for the purpose of giving notice to any unknown persons, residents or non-residents of the object and substance of this bill of complaint in addition to notifying the non-resident defendants as required by law.

The bill further states that said 4 acres of land have been appraised at $6,800.00.

IT IS THEREFORE, this 31st day of July, 1963 by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the Plaintiffs by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 9th day of September, 1963, giving notice to the non-resident defendants, Alton Oliver, Bernice Oliver, Eleanor Clark and Oliver Clark of the object and substance of this Bill and Order, requiring him to be and appear in this Honorable Court either in person or by attorney on or before the 11th day of October, 1963, to show cause, if any they may have, why a decree should not be granted as prayed herein.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk A-29

#1

IBER 167 PAGE 68

MARYLAND STATE DEPARTMENT OF HEALTH

Division of STATISTICAL RESEARCH AND RECORDS, 301 W. PRESTON STREET, BALTIMORE 1, MARYLAND

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

6390 Item 9 Film G289 6/23/61 jwk 06374

1. PLACE OF DEATH a. COUNTY: Anne Arundel County b. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): Severn c. LENGTH OF STAY IN Md: All life d. NAME OF HOSPITAL OR INSTITUTION (If not in hospital, give street address): Ft. Meade Rd., Box 179-B

7. USUAL RESIDENCE (Where deceased lived. If institution, Residence before admission) a. STATE: MARYLAND b. COUNTY: Same c. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): Same d. STREET ADDRESS: Same e. IS RESIDENCE ON A FARM? YES [X] NO [ ]

2. NAME OF DECEASED (Type or print): First Ezekiel Middle — Last Oliver

4. DATE OF DEATH: Month June Day 15, Year 1961

5. SEX: Male

6. COLOR OR RACE: Colored

7. MARRIED [ ] NEVER MARRIED [X] WIDOWED [ ] DIVORCED [ ]

8. DATE OF BIRTH: 7/4/91

9. AGE (In years last birthday): 69 yrs. UNDER 1 YEAR Months Days HOURS Min. (IF UNDER 24 HRS.)

10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Laborer

10b. KIND OF BUSINESS OR INDUSTRY: RETIRED

11. BIRTHPLACE (State or foreign country): A.A.Co., Maryland

12. CITIZEN OF WHAT COUNTRY? U.S.A.

13. FATHER'S NAME: Israel Oliver

14. MOTHER'S MAIDEN NAME: Armiger Williams

15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) (If yes, give war or dates of service): Yes, W.W. I

16. SOCIAL SECURITY NO.

17. INFORMANT: Dennis Oliver, (Nephew) Address

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

PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a): Coronary Occlusion — INTERVAL BETWEEN ONSET AND DEATH: Sudden

Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last. DUE TO (b): — DUE TO (c): —

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I.

19. WAS AUTOPSY PERFORMED? YES [ ] NO [X]

MEDICAL CERTIFICATION

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 White [ ] at work Not White [ ] 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 [X], Inquiry [X], and in my opinion death resulted from Natural causes [X], Accident [ ], Suicide [ ], Homicide [ ], Undetermined manner [ ]

ACTUAL SIGNATURE OF EXAMINER: Everett F. Faubert M.D.

CHIEF MEDICAL EXAMINER [ ] ASSISTANT MEDICAL EXAMINER [ ] DEPUTY MEDICAL EXAMINER [X]

EXAMINER'S NAME (Type): G. H. Faubert, M. D.

Address (Street, city, town, or county):

DATE SIGNED: 6/15/61

22a. BURIAL, CREMATION, REMOVAL (Specify): Burial 22b. DATE THEREOF: 6-1-61 22c. NAME OF CEMETERY OR CREMATORY: Valleyhome, Memorial 22d. LOCATION (City, town, or country) (State): Millersville, Maryland

23. FUNERAL DIRECTOR: William J. Cheeseman ADDRESS: Burial Home Inc. 910 Pennsylvania Ave. Balto. 1, Md.

24a. RECORDED BY REGISTRAR DATE: JUN 21 '61

24b. REGISTRAR'S SIGNATURE: Esther L. Kinna

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD NOW IN THE DIVISION OF STATISTICAL RESEARCH AND RECORDS

DATE ISSUED NOV 27 1961

VALID ONLY WITH IMPRESSED SEAL

Arthur S. Krauss, Sc.D., CHIEF
DIVISION OF STATISTICAL RESEARCH AND RECORDS

#15,758 Ezekiel Oliver

55

L 167 PAGE 67

Ex Rec'd for Sec'y Comp
& Ex'd May 15th 1867

This Deed made this fifteenth day of May in the year one thousand eight hundred and sixty seven between Mason Ryan and Rachel Ann Logan of Baltimore City and State of Georgia Waters and Mary Jane Waters his wife of Anne Arundel County in the State of Maryland of the first part and Ezekiel P. Oliver of Anne Arundel County and State aforesaid of the second part. Witnesseth, that in consideration of the sum of Two hundred dollars current money the said parties of the first part do grant and convey unto the said Ezekiel P. Oliver his heirs and assigns all that part of a tract of land called "Addition to Timber Neck" lying and being in said County, Beginning on the Public Road at the end of the first line of said land and binding on the land of Basil Smith from that of Mary Jane Waters and running thence with said Road North seventy seven degrees East twenty nine perches, South seven and three quarters degrees East one hundred and nine and a half perches to the outline of the whole tract, South twenty two and a quarter degrees East forty six perches, North three and a quarter degrees East seven and one perches, North eighty four and a quarter degrees East seventy seven and three quarters perches to the Public Road thence with said road North nine and a half degrees East thirty perches to the place of beginning, containing twenty six and a half acres of land more or less, being the one half of the land conveyed by the late Samuel Jones to his daughters Eliza A. Logan who has since died and Mary Jane Scott now Mary Jane Waters by their joint deed which is recorded in Liber W.B.S. No 21 folio 304 one of the land record books of said County, Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining

To have and to Hold the aforegoing described land and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid unto the said Ezekiel P. Oliver his heirs and assigns to his and their proper use and benefit for ever in fee. And the said parties of the first part covenant that they have not done or suffered to be done any act matter or thing whatsoever to encumber the property hereby conveyed. That they will warrant the said property specially to the said Ezekiel P. Oliver his heirs and assigns. And that they will execute such further assurances as may be requisite. Witness the hands and seals of the said grantors

Witness
John Q. A. Jones

Mason Ryan (Seal)
Rachel Ann X Logan (Seal)
her mark
George X Waters (Seal)
his mark
Mary Jane X Waters (Seal)
her mark

Ex'd & Rec'd May 15th 1867

State of Maryland Anne Arundel County to wit

I Hereby certify that on this fifteenth day of May in the year one thousand

57

Eight hundred and sixty seven before me a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Henson and Rachel [illegible] George and Mary Jane Waters the grantors in the foregoing deed and [illegible] acknowledged the same to be their act. Witness my name.

John J. [illegible]

Recorded 26th Apl 1867

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing....Deed.....is truly taken and copied from Liber G.E.G.... No...3..... folio.....56..... 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.....19th day of..February... A. D., 1963.

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

Examined [illegible]
Green & [illegible]
15,758 [illegible]
[illegible]
Examiner

FILED
1965 JAN 20 PM 2:39

1963 JUL 31 PM 3:38
FILED

2

devise to my son Israel Oliver subject to the life estate of my wife the home place where I now reside

Containing twenty five acres. (excepting out of said twenty five acres about one half acre of land now used as a burying ground with egress and ingress for any member of my family) also I give and devise to my son Israel the twenty five acres of land known as the Wotus tract. and I direct that he shall pay the sum of fifty dollars each to to my two granddaughters Gertrude Carroll and Pauline Williams, on the death of my wife

2nd.

I give and devise to my son John Wesley Oliver subject to the life estate of my wife. fifteen

3

acres of land to be laid off by him to include the house in which he now lives.

3rd

I give and ~~devise~~ to my son Jonas Oliver. subject to the life estate of my wife twenty acres of land adjoining the land he now owns.

4th

I give and ~~devise~~ to my grand son James Oliver. subject to the life estate of my wife the house where Israel Oliver now lives with ten acres of land surrounding it

5th I give and devise to my daughter Belsina Domeys subject to the life estate of my wife fifteen acres of land to be laid off adjoining the land owned by her husband.

Exam. Eff. #3
Lucen's Oliver
#15,758 Equity
[illegible], Examiner

FILED
1965 JAN 20 PM 2:39

I Ezekiel Oliver of Anne Arundel County and the State of Maryland being of sound mind and memory do make publish and declare this my last will and testament in manner following that is to say 1st I leave all my property real and personal to my wife Mary Jane Oliver for the term of her natural life and after her death it is my will and desire that my property shall be divided as follows. 1st I give and bequeath and

2nd all the rest and residue of my estate I give devise and bequeath to my son Israel Oliver.

I hereby constitute and appoint Lewis Jefferson to be the executor of this my last will and testament hereby annulling all other wills by me made. In testimony whereof I have hereunto subscribed my name and affixed my seal this 9th day of February 1802

his
Ezekiel X Oliver Seal
mark

signed sealed published and declared by the above named testator as and for his last will and testament in the presence of us who at his request in his presence and in the presence of each other have subscribed our names as witnesses hereto Lewis. Jefferson.
B. R. Anderson

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Ezekiel Oliver *late of said County deceased taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 13" *day of* February *in the year of our Lord, nineteen hundred and fifty~~-six~~* ~~sixty-three~~

George M. Nutwell

Register of Wills for Anne Arundel County

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FILED
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

I, Israel Oliver, of Anne Arundel County and the State of Maryland, being of sound mind, memory and understanding do make, publish and declare this my last Will and Testament in manner following, that is to say: -

1st. I give, devise and bequeath to my wife Omag Oliver all of my real estate which I may own at the time of my death for and during her natural life, except twenty-five acres known as the Smiths Station Land hereinafter mentioned; I also bequeath to my wife, the said Omag Oliver, all of my personal property of every kind that I may own at the time of my death; reserving, however, out of the land above mentioned one-half of an acre of ground used as a burying ground with a right of way from the public road to said burying ground.

2nd. On the death of my wife I give and devise my real estate with the exception of the twenty-five acres mentioned in the first paragraph to Arbutus Newman and Ezekiel Oliver and the survivor of them as joint tenants.

3rd. I give and devise the twenty-five acres which I own near Smiths Station as follows: Five acres to my son, Chester Oliver; ten acres to my daughter, Consuello Green; and ten acres to my daughter, Ercel Hawkins. The said twenty-five acres to be divided so that each one will receive a portion of the wood lot on the place.

4th. I have heretofore given a deed to a twenty-five acre lot known as the Water's Tract to a man named Sass to secure a loan of $1000.00. In the event that said loan is repaid, I give and devise my equity in said Water's place to Ercel Hawkins and Consuello Green as well as all the rest and residue of my property not disposed of.

I hereby consitute and appoint Edgar Shipley to be the Executor of this my last Will and Testament and it is my desire that he be excused from giving bond.

In Testimony Whereof I have hereunto subecribed my name and affixed my seal this 15th day of October, 1934.

Israel Oliver (SEAL)

1963 JUL 31 PM 3:39 FILED

Signed, sealed, published and declared by the above named Israel Oliver as and for his last Will and Testament in our presence and in his presence and at his request and in the presence of each other have hereunto subscribed our names as witnesses.

X Romeo F Redmiles

X Thomas F Redmiles

Exam. Exh. # 4
Green vs. Oliver
#15,755 Eq.
W B Smith, Examiner

FILED
1965 JAN 20 PM 2:47

16

STATE OF MARYLAND LIBER 167 PAGE 74

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Israel Oliver *late of said County deceased taken from* the original which is filed recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 13th *day of* February *in the year of our Lord, nineteen hundred and fifty-~~six~~ sixty-three.*

George M. Nutwell

Register of Wills for Anne Arundel County

17

Form 8007

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX DEED IN FEE.

This Deed, *Made this* -- 7th --*day of* October *in the year one thousand nine hundred and* fifty-four by and between ARBUTUS NEWMAN, widow, and EZEKIAL OLIVER, unmarried, parties of the first part; and FRANK JOHNSON, party of the second part.

5.50

Witnesseth, *that in consideration of the sum of* Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his---

heirs and assigns, in fee simple, all ----------------that------ ------------ *lot* ---- *of ground situate in* Fourth Dist., Anne Arundel County *, in the State of Maryland, and described as follows, that is to say:* BEGINNING for the same at an original stone found at the beginning of the fifth, or North 84 degrees 15 minutes East 77 3/4 Perch line of the conveyance by Hanson Logan, et al., to Ezekial N. Oliver by deed dated May 15, 1867, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.E.G. 3, folio 56; said beginning stone, also, being the beginning of the second, or 1157 foot, line of the conveyance from Rufus H. Kelly, et al., to Harry and Edith V. Wagner and recorded in Liber W.M.B. 41, folio 98, etc. Thence running with said line as now surveyed South 89 degrees 21 minutes 30 seconds East 1053.73 feet to a pipe found on the outline of a conveyance from Ezekial Oliver to Frank Johnson, recorded among the Land Records of Anne Arundel County in Liber JHH 840, Folio 399. Thence with said outlines North 15 degrees 16 minutes East 10.33 feet to a pipe found on the North side of a 10 foot right of way. Thence continuing North 15 degrees 16 minutes East 199.63 feet to a pipe found. Thence South 89 degrees 16 minutes 20 seconds East 209.60 feet to a pipe found on the northwesterly side of Maryland State Route #70 (40 feet wide), known as Telegraph Road. Thence leaving the outlines of Oliver to Johnson and running with the northwest side of said State Road, North 15 degrees 15 minutes 20 seconds East 338.26 feet to a pipe now set. Thence leaving said State Road and running through the whole tract North 77 degrees 44 minutes 40 seconds West 569.00 feet to a pipe now set. Thence North 11 degrees 15 minutes 20 seconds West 139.41 feet to a pipe in the second line of said conveyance by Logan, et al., to Ezekiel Oliver; said line also being the fifth, or 1802.60 foot, line of the conveyance from John N. Ray and wife to Joseph B. Ray and wife, recorded among aforesaid Land Records in Liber W.N.W. 57, Folio 417. Thence running with the outlines of said property South 78 degrees 44 minutes 40 seconds West 1078.71 feet to a pipe now set in the 2492.61 foot line of the conveyance from Charles W. Shipley to The State of Maryland Department of State Parks & Forests, recorded among the Land Records of the aforesaid County in Liber J.H.H. 521, Folio 330. Thence leaving said Ray Property and running still with the outlines of said Oliver and with the outlines of said conveyance South 15 degrees 10 minutes 50 seconds East 771.56 feet to a concrete monument found in the first, or 1485 foot, line of the conveyance from Rufus H. Kelley, et al., to Harry E. and Edith V. Wagner, recorded among the Land Records of Anne Arundel County in Liber W.M.B. 41, Folio 98. Thence leaving said State Property and running with the outlines of said conveyance North 9 degrees 03 minutes East 156.58 feet to the place of beginning. CONTAINING 22.203 acres, as now surveyed by Edward Hall, III,

BOOK 870 PAGE 99 LIBER 167 PAGE 76

& Associates, Registered Land Surveyors, in August, 1954.

SAVING & EXCEPTING from the above, the cemetery and a 10 foot right of way leading from the Telegraph Road to the said Cemetery and described as follows:

BEGINNING for the same at an iron pipe found in a hedgerow at the first line of the above described 22.13 acres. Thence running reversely with said line North 89 degrees 21 minutes 30 seconds West 207.48 feet. Thence crossing the end of said 10 foot right of way, North 0 degrees 38 minutes 30 seconds East 10.0 feet to an iron pipe now set as the Southwest corner of said cemetery. Thence leaving said 10 foot right of way and running with said cemetery as now surveyed, North 0 degrees 38 minutes 30 seconds East 53.0 feet to an iron pipe now set, South 89 degrees 21 minutes 30 seconds East 60.0 feet to an iron pipe now set, and South 0 degrees 38 minutes 30 seconds West 53.0 feet to an iron pipe now set at the Southeast corner of said cemetery. Thence, leaving said cemetery and running with the Northern side of said 10 foot right of way, South 89 degrees 21 minutes 30 seconds East 150.0 feet to an iron pipe there found. Thence crossing said right of way South 15 degrees 16 minutes West 10.33 feet to the place of beginning.

For title vide the deed from Hanson Logan and wife to Ezekiel N. Oliver, dated May 15, 1867, Liber G.E.G. 3, folio 56, and vide also the Last Will and Testament of Israel Oliver, of record in the Office of the Register of Wills of Anne Arundel County in Wills Liber W.M.H. 1, folio 392; Omage Oliver, referred to in said Last Will and Testament, being now deceased.

5

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

To have and to hold, *the said lot of ground and premises, unto and to the use of the said* party of the second part, his heirs and assigns, in fee simple, forever.

Examiner's Exh. #5
Green vs. Oliver
#15,755 Equity
[illegible], Examiner

FILED
1955 JAN 20 PM 2:47

And *the said* parties of the first part----------*hereby covenant*

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

Witness the hands and seals of the parties of the first part hereto

WITNESS:

John P. Zebelean, Jr.
John P. Zebelean, Jr.

Arbutus Newman
ARBUTUS NEWMAN {SEAL}

Ezekial Oliver
EZEKIAL OLIVER {SEAL}

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this --7th---- day of October in the year one thousand nine hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared ARBUTUS NEWMAN and EZEKIAL OLIVER, the within named grantors and they acknowledged the aforegoing deed to be their respective act, and in my presence signed and sealed the same.

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

John P. Zebelean, Jr.
John P. Zebelean, Jr. Notary Public.

JOHN P. ZEBELEAN, JR. NOTARY PUBLIC BALTIMORE, MD.

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Recorded-8th-Oct-1954-at-10:35-A.M.

LIBER 167 PAGE 78

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, thot the oforegoing DEED is truly taken and copied from Liber J.H.H. No. 870, folio 98, one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hond ond offix the Seal of the Circuit Court for Anne Arundel County this 1st doy of FEBRUARY A. D., 196 3.

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

20 A.

CONSUELLO GREEN AND ERCER IOLA RICKS VS. ALTON OLIVER BERNICE OLIVER ALICE OLIVER DOTSON IVAN DOTSON ARBUTUS OLIVER GARNETT FORREST GARNETT DENNIS OLIVER CHESTER OLIVER DOROTHY OLIVER WRIAS OLIVER IRENE OLIVER CURTIS OLIVER ISRAEL OLIVER BEULAH OLIVER ELEANOR CLARK OLIVER CLARK PRISCILLA SMOTHERS RICHARD SMOTHERS ARDENE MATTHEWS HARRY MATTHEWS And any Unknown Persons, Entitled to Share in said Property	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,758

****

AFFIDAVIT OF COMPLIANCE

I, W. Emerson Brown, Jr., Solicitor for plaintiffs, do hereby certify that I made the following efforts to advise four of the above respondents who are non residents, namely, Alton Oliver, Bernice Oliver, Eleanor Clark, and Oliver Clark of the proceedings filed against them in this Honorable Court.

A. Caused an Order of Publication to be inserted in a local newspaper in accordance with Rule 105 of the Maryland Rules of Practice and Procedure giving said respondents notice of the said proceedings.

B. Wrote to said respondents registered letters at their respective addresses giving them notice of the substance of the

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1964 DEC 11 [illegible]

2/

proceedings against them. Return Receipts were received by me signed by the respondents or their agents and said receipts are attached hereto as Plaintiffs' Exhibit A.

W. EMERSON BROWN, JR.
Brown, Allen, Murphy and Russell
Suite 418, One Charles Center
Baltimore, Maryland 21201
MULBERRY 5-9000
Attorney for Plaintiffs

Subscribed and sworn to before me this 12th day of December, 1964.

NOTARY PUBLIC

My Commission Expires: May 3, 1965

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 8/2/63

SHOW WHERE DELIVERED *(only if requested)*

C88—16—71548-6—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: AUG 2-1963

SHOW WHERE DELIVERED *(only if requested)*

C88—16—71548-6—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 8/5/63

SHOW WHERE DELIVERED *(only if requested)*

C88—16—71548-8—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver *ONLY* to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: AUG 2-1963

SHOW WHERE DELIVERED *(only if requested)*

C88—16—71548-5—F GPO

LIBER 167 PAGE 81

AFFIDAVIT OF NON-MILITARY SERVICE

CITY OF BALTIMORE)
SS:
STATE OF MARYLAND)

I hereby certify that, on this 12th day of December, 1964, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, W. Emerson Brown, Jr., Attorney for Consuello Green, and Ercer Iola Ricks, plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendants, Alton Oliver, Bernice Oliver, Alice Oliver Dotson, Ivan Dotson, Arbutus Oliver Garnett, Forrest Garnett, Dennis Oliver, Chester Oliver, Dorothy Oliver, Wrias Oliver, Irene Oliver, Curtis Oliver, Israel Oliver, Beulah Oliver, Eleanor Clark, Oliver Clark, Priscilla Smothers, Richard Smothers, Ardene Matthews and Harry Matthews all regularly reside at the addresses given in the Bill of Complaint, except for Curtis Oliver, who regularly resides at Route No. 2, Box 169 A, Severn, Maryland 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 12th day of December, 1964.

Notarial Seal

Vera D. Jacques
NOTARY PUBLIC

My Commission will expire on: May 3, 1965

FILED
1964 DEC 14 AM 9:49

3

CONSUELLO GREEN * IN THE CIRCUIT COURT

AND

ERCER IOLA RICKS

VS.

ALTON OLIVER
BERNICE OLIVER
ALICE OLIVER DOTSON *
IVAN DOTSON
ARBUTUS OLIVER GARNETT
FORREST GARNETT
DENNIS OLIVER
CHESTER OLIVER
DOROTHY OLIVER
WRIAS OLIVER
IRENE OLIVER
CURTIS OLIVER *
ISRAEL OLIVER
BEULAH OLIVER
ELEANOR CLARK
OLIVER CLARK
PRISCILLA SMOTHERS
RICHARD SMOTHERS
ARDENE MATTHEWS
HARRY MATTHEWS
And any Unknown Persons, Entitled to Share in said Property *

FOR

ANNE ARUNDEL COUNTY

NO. 15,750 DIVORCES

EQUITY

****

DECREE PRO CONFESSO

The Respondents, Alton Oliver, Bernice Oliver, Alice Oliver Dotson, Ivan Dotson, Arbutus Oliver Garnett, Forrest Garnett, Dennis Oliver, Chester Oliver, Dorothy Oliver, Wrias Oliver, Irene Oliver, Curtis Oliver, Israel Oliver, Beulah Oliver, Eleanor Clark, Oliver Clark, Priscilla Smothers, Richard Smothers, Ardene Matthews, Harry Matthews, and any unknown persons 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 14th day of December, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents.

Filed Dec. 14, 1964

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 respondents of the time and place of taking of testimony.

JUDGE

CONSUELLO GREEN, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
ALTON OLIVER, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 15,758 EQUITY

::::::::::

TESTIMONY TAKEN ON BEHALF OF THE PLAINTIFFS

December 14, 1964

Present:

Mr. Benjamin Brown, Solicitor for Plaintiffs

Mr. Malcolm B. Smith, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

W. Emerson Brown, Jr., pages 2 - 4

Alex Cooper, pages 5 - 6

Linwood G. Koger, Jr., pages 7 - 9

FILED

1965 JAN 20 PM 2:38

W. EMERSON BROWN, JR., a witness of lawful age, being first duly sworn, deposes and says:

(MR. BROWN)

1 You are W. Emerson Brown, Jr.?

A Correct.

2 Mr. Brown, you were the administrator of the estate of Arbutus Newman, is that correct?

A I was.

3 And you filed the bill of complaint for a petition proceeding with reference to the property known as the Ezekiel Oliver property near Severn in the Fourth District of Anne Arundel County, is that correct?

A I did.

4 That bill of complaint was filed on July the 31st, 1963, is that correct?

A That's correct.

5 In that bill you allege that the title to this property was last in Ezekiel Oliver and Arbutus Newman, is that correct?

A That is correct.

6 You have a copy of the death certificate of Ezekiel Oliver showing that he died on June 15th, 1961 which you would like to enter as an exhibit?

A That's correct.

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

7 Now could you state the date of death of Arbutus Newman?

A Arbutus Newman died August 17th, 1961 intestate.

8 Could you state what heirs are left surviving Arbutus Newman?

26

A Those heirs are spelled out in the bill of complaint and they consist of a sister, Consuello Green, who lives in Washington, D. C. Another sister whose name is Ercer Iola Ricks who resides in New York City, who is temporarily in Milwaukee, Wisconsin at the present time. In addition, she had numerous nieces and nephews whose names appear in the bill of complaint also. These are the children of a brother who predeceased her, and that brother's name was Chester Oliver. These children are Alton Oliver who is married and has a wife named Bernice, lives in Washington D. C. Alice Oliver Dotson who is married and has a husband named Ivan,reside in Glen Burnie. Arbutus Oliver Garnett who is also married and has a husband named Forrest. Dennis Oliver who is unmarried. Chester Oliver sho is married, whose wife's name is Dorothy. Urias Oliver who is married, his wife's name is Irene. Curtis Oliver whose wife's name is Geraldine Elizabeth Oliver. Isreal Oliver who is married. His wife's name is Buelah. Eleanor Oliver Clark who is married, whose husband's name is Oliver. Priscilla Oliver Smothers, who is married and whose husband's name is Richard. And Ardene Oliver Matthews who is also married and whose husband's name is Richard.

9 Now all of those parties were notified, that is the residents of the State of Maryland were notified by personal service of this bill of complaint and those that are out of State were notified by Order of Publication and notice also by registered mail?

A That's correct.

7

(MR. SMITH)

1 You have personal knowledge of the matters to which you just testified?

A Yes, sir.

2 And are these the only heirs of Arbutus Newman and Ezekiel Oliver?

A Yes, sir.

3 Did you examine the title yourself?

A I had cause to have it examined. I had an abstract made of this property.

4 The only conveyance is the conveyance by Deed dated October 7, 1954 of 22 and some odd acres?

A That's correct, sir.

5 So that the property to be partitioned is four acres?

A Approximately four acres, yes sir, maybe a little more.

(DEED DATED MAY 15, 1867 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(LAST WILL AND TESTAMENT OF EZEDIEL OLIVER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

(LAST WILL AND TESTAMENT OF ISRAEL OLIVER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

(DEED DATED OCTOBER 7, 1954 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

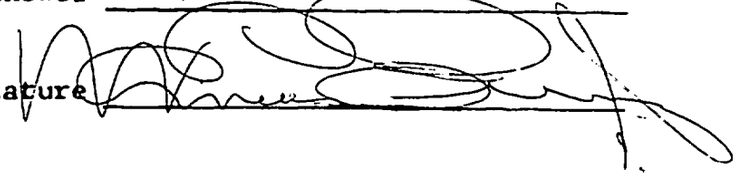
8

QUESTION BY THE EXAMINER:

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

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

Answer N/C

Signature 

9

ALEX COOPER, a witness of lawful age, being first duly sworn, deposes and says:

(MR. BROWN)

1 Would you state your name?

A My name is Alex Cooper, business address, 212 N. Calvert Street.

2 Mr. Cooper, are you a licensed real estate broker in the City of Baltimore, State of Maryland?

A I am.

3 And will you state your business address and the number of years you have been engaged in the business of selling real estate at both public and private sales and in general appraisal work?

A Over forty years.

4 Have you made an inspection of the fee simple property in Anne Arundel County known as the Ezekiel Oliver property in the Fourth Election District of Anne Arundel County?

A I have.

5 And what is your opinion of the present value of that property?

A The present value of the property is sixty five hundred dollars in fee.

6 Can this property be divided without loss or injury to the parties now concerned?

A No.

7 Do you know any of the parties to this proceeding personally?

A I do not.

8 Do you have any present or contemplated interest in this property?

A I do not.

30

9 Could you describe this property?

A This property is located on Fort Meade Road, Anne Arundel County, Maryland, Fourth Election district, approximately four and a quarter acres, land fronting approximately four hundred feet on the westerly side of Fort Meade Road, approximately one mile south of the intersection of Dorsey Road. I found this property to be improved by a two story five room frame cottage dwelling, front and rear porch, two large rooms on the first floor, including kitchen. Three bedrooms on the second floor, is heated by stoves, outside toilet detached, basement building a the back of smoke house. All four structures are close tothe Fort Meade Road. The property fronts on the west side of Fort Meade Road and backs on the east side of Maryland Route 170. It appears to have access to two major State highways from opposite ends. The property is approximately three miles from Friendship airport. The condition of the above property is old and poor with no modern facilities.

10 And your opinion is that its present value is approximately sixty five hundred dollars?

A That's right, present value.

QUESTION BY THE EXAMINER:

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

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

Answer NO

Signature [signature]

LINWOOD G. KOGER, JR., a witness of lawful age, being first duly sworn, deposes and says:

(MR. BROWN)

1 Mr. Koger, state your name for the record, please.

A I am Linwood G. Koger, Jr., 1607 W. North Avenue, Baltimore, Maryland 21217.

2 Are you a real estate appraiser in the greater Baltimore City area?

A Yes, I am.

3 You stated your business address. Would you describe your experience in real estate appraising?

A Yes, from 1945 to 1962 I was a real estate investor. From 1951 to 1960 I was the negotiator for the Baltimore Housing Authority and a successor Agency, Baltimore Urban Renewal and Housing Agency. From 1958 through 1960 I was a Federal Housing Administration fee appraiser. From 1958 to 1960 I was a Baltimore Urban Renewal and Housing Agency assistant. Real Estate Appraiser from 1950 to the present. I have been a practicing attorney specializing in real property, titles and real estate matters in the greater Baltimore area from 1952 when I was first qualified before Chief Judge Conwell Smith to the present. I have testified on numerous occasions in various real estate litigations in Anne Arundel County and Baltimore City and Baltimore County as to real estate values.

4 Alright, have you recently inspected the fee simple property in Anne Arundel County known as the Exekiel Oliver property in the Fourth Election District of Anne Arundel County and if so would you describe the property?

3

A On or about Saturday, December 12th, 1964 I inspected and appraised the fee simple tract on Fort Meade Road, Anne Arundel County, Maryland, Fourth Election District, consisting of approximately four and a quarter acres of land, fronting approximately four hundred feet on the west side of Fort Meade Road, approximately one mile south of its intersection of Dorsey Road. The property was improved by a two story five room frame cottage dwelling, front and rear porch. Two large rooms on the first floor including kitchen. Three bedrooms on the second. Building heated by stoves. There was an outside toilet. Detached building including a tobacco smoke house, all four improvement structures were close to the Fort Meade Road. One Dennis Oliver represented himself as the occupant of the property and one having an interest in the property. The boundaries of the property appeared to be fronting on the west side of Fort Meade Road and backing over to the east side of Maryland Route 170. The property appears to have access to two major State Highways from opposite ends. A part of the land was used for farming activity. The property appeared to be approximately three and a half miles from Friendship' International Airport. The property was a few hundred feet to the south of a small cottage development that faced south of Dorsey Road.

5 Alright, in your opinion as an appraiser what is the present value of this property?

A Considering the location, use, utility and market ability and market value, nearness to Friendship International Airport, shopping facilities and the urbanizing areas, I would evaluate this property at six thousand four hundred dollars in fee simple.

6 In your opinion can this property possibly be divided without loss or injury to any of the parties concerned?

A No, it can not.

7 Do you personally know any of the parties to these proceedings?

A I do not.

8 Do you have any present or contemplated interest in this matter?

A No, I do not.

QUESTION BY THE EXAMINER:

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

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

Answer Linwood G. Koger, Jr.

Signature _____

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

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

Witness my hand and seal this 19th day of December, 1964.

Malcolm B. Smith, Examiner (SEAL)

M.S. $28.00

S.N. $10.00 Pd

37

LIBER 167 PAGE 97

CONSUELLO GREEN, et al * IN THE CIRCUIT COURT FOR

*

V: * ANNE ARUNDEL COUNTY

*

ALTON OLIVER, et al * NO. 15,758 EQUITY

* * * * * * * * *

REPORT OF EXAMINER AND MASTER

Bill of Complaint filed July 31, 1963 by certain heirs of a decedent against certain other heirs of the decedent seeking a sale of real estate passing to them under the laws of intestacy, in lieu of partition. All of the defendants were ultimately served, and having failed to file any answer or other defense, a Decree Pro Confesso was entered against them on December 14, 1964.

Testimony was taken December 14, 1964, and ownership of the property by the decedent at the time of his death is satisfactorily proven; identity of the heirs and their capacity is proven. From the testimony, it appears that the property in question can not be divided in kind among all of the heirs, and that it would be advantageous to all parties that the property be sold and the proceeds divided.

This case will be ready for decree as of the date of the filing of this report, and the attached form of decree is recommended.

MALCOLM B. SMITH
Examiner and Master

FILED

1965 JAN 20 PM 2:38

LIBER 167 PAGE 98

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 21st day of January, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, W. EMERSON BROWN, JR., Attorney for plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendants

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

In the within cause reside in Maryland at their respective homes, and

~~is~~ 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 21st day of January, 1965.

Notarial Seal

Notary Public

My Commission will expire on:
May 3, 1965

Rosalie Thomas
NOTARY PUBLIC

Filed,

FILED
1965 JAN 22 AM 9:33

39

LIBER 167 PAGE 99

CONSUELLO GREEN, et al * IN THE CIRCUIT COURT FOR

V: *

* ANNE ARUNDEL COUNTY

ALTON OLIVER, et al * NO. 15,758 EQUITY

* * * * * * * * * *

DECREE OF COURT

This case coming on for hearing, testimony having been taken before an Examiner and Master, his report and the proceedings were read and considered by the Court, and it appearing that the real estate mentioned in the Bill of Complaint cannot be divided in kind and that it would be to the best interest and advantage of all of the parties that said real estate be sold and the proceeds thereof distributed under the direction of this Court, it is thereupon, this 3rd day of February, 1965, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That the property mentioned in these proceedings consisting of approximately four (4) acres with improvements, be sold at public or private sale, and if at private sale, for an amount not less than the appraised value thereof as shown by the testimony filed in these proceedings to be SIX THOUSAND FIVE HUNDRED DOLLARS ($6,500.00).

AND it is further ADJUDGED, ORDERED and DECREED; That W. EMERSON BROWN, 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 the Clerk thereof in the penalty of SIX THOUSAND FIVE HUNDRED DOLLARS ($6,500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order of this Court in these premises. He shall then proceed to make sale of the said property, and if by public sale, shall give notice by advertisement in the manner setforth by the Maryland Rules of Procedure of the terms of sale, which shall be a deposit of FIVE HUNDRED DOLLARS ($500.00) of the amount of the purchase money to be paid in cash on the day of sale, and the balance on final ratification

of such sale by this Court, or all cash, at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and as soon as may be convenient after any said sale, public or private, and in no event more than thirty (30) days after the date thereof, the trustee shall render to this Court a full and particular report of the proceedings relative to such sale, together with an affidavit of the fairness of the said sale and of the truth of the report annexed thereto. And upon ratification of such sale by this Court, and upon payment of the whole purchase money, and not before, the said trustee, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of the said property, and to his, her, or their heirs, the property so sold, free, clear and discharged of any right or claim by any or all of the parties hereto, both plaintiffs and defendants, and of all persons claiming by, from or under any of them. And the said trustee shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorneys fees and commissions to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

JUDGE

FILED
1965 FEB -3 PM 3:17

BOOK 13 PAGE 55

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

LIBER 167 PAGE 101

No. 15,758 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, W. Emerson Brown, Jr. - One Charles Center - Baltimore, Maryland and NEW AMSTERDAM CASUALTY COMPANY, a body carparate af the State of New Yark, duly autharized by its charter ta became sale surety on bands, are held and firmly baund unta the State af Maryland, in the full and just sum af SIX THOUSAND FIVE HUNDRED - - - - - Dallars ($ 6500.00 - - - - -), ta be paid ta the said State ar its certain Attarney, ta which payment well and truly ta be made, we bind ourselves and each af us, aur and each af our heirs, executors, administrators, successors and assigns, jaintly and severally, firmly by these presents.

Sealed with aur seals and dated this 5th day af February in the year af our Lard ane thausand nine hundred and sixty-five.

WHEREAS, the abave bounden W. Emerson Brown, Jr. by virture af a decree af the Hanarable the Judge af the Circuit Court for Anne Arundel County, Maryland has been appainted trustee to sell mentianed in the praceedings in the case af

Consuello Green, et al

vs.

Alton Oliver, et al

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN W. Emerson Brown, Jr. da es and shall well and faithfully perfarm the trust repased in him by said decree ar that may be resposed in him by any future decree or order in the premises, then the above abligatian ta be vaid; atherwise ta be and remain in full farce and virtue in law.

Signed, sealed and delivered in the presence af

W. Emerson Brown, Jr. (Seal)

(Seal)

Bond approved this 8th day of February, 1965

Louis N. Phipps, Clerk

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

Witness: J. McDuffie

By R. H. Nichols Attorney-in-fact

J. McDuffie

2-307-Md. Trustee—Receiver Ed. Date: 6-64

FILED

1965 FEB -8 AM 10:03

CONSUELLO GREEN, ET AL * IN THE CIRCUIT COURT OF

VS. ANNE ARUNDEL COUNTY IN EQUITY

*

ALTON OLIVER, ET AL CASE NO. 15,758

*

****

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL CO.

The Report of Sale of W. Emerson Brown, Jr., Trustee, appointed by the decree in the above entitled cause, to make sale of 4 acres of land, located on Telegraph Road, Anne Arundel County known as "Ezekiel Oliver 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. Sold at private sale to Herbert Nutter, Vivian O. Nutter, Frank Hebron, and Irene B. Hebron. Sales Price, ~~$6,800.00~~ (cash).

W. EMERSON BROWN, JR.,
Suite 418, One Charles Center
Baltimore, Maryland 21201
Mulberry 5-9000

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared W. Emerson Brown, 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.

ROSALIE THOMAS, NOTARY PUBLIC

FILED
1965 FEB 23 AM 10: 17

ORDER NISI

LIBER 167 PAGE 103

CONSUELLO GREEN, ET AL

versus

ALTON OLIVER, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,758 Equity

Ordered, this 23rd day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by W. Emerson Brown, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

The report states that the amount of sale was $6,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

W. Emerson Brown, Jr., Atty.
(Final Order)

FOR: EVENING CAPITAL Feb. 26th Edition

CONSUELLO GREEN, ET AL

versus

ALTON OLIVER, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of April, 1965 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1965 APR -1 PM 3:48

44

OFFICE F

LIBER 167 PAGE 104

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,758 Equity
CONSUELLO GREEN, ET AL
versus
ALTON OLIVER, ET AL

Ordered, this 23rd day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by W. Emerson Brown, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

The report states that the amount of sale was $6,800.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-19

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 19, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,758
Alton Oliver, Et Al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1965. The first insertion being made the 26th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 MAR 23 PM 3:06
By H. Tilghman

45 No. E. C. 5209

LIBER 167 PAGE 105

In the Case of

CONSUELLO GREEN, ET AL

VS.

ALTON OLIVER, ET AL, ETC.

In the

Circuit Court

For

Anne Arundel County

No. 15,758 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 13 AM 11:05 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st 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 31 PM 12:07

46

Dr. In the Matter of Consuello Green, et al

VS

Alton Oliver, et al

In Acct. with W. Emerson Brown, Jr., Trustee

Cr.

By	Amount of sale as per Trustee's Report of Sale filed			6,800	00		
By	Adjustment, taxes from 10/26/65 to 6/30/66			92	88		
						6,892	88
To	Trustee for fee, as per Order of Court, dated 12/16/65	1,250	00				
				1,250	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	90	25				
	Sheriff	28	85				
	Malcolm B. Smith, Examiner	28	00				
	Shirley Miller, Stenographer	10	00				
	Auditor, this account	75	00				
				242	10		
To	Trustee for expenses, viz						
	Linwood Koger, Jr., appraisal and testimony	50	00				
	Alex Cooper, appraisal and testimony	50	00				
	Capital Gazette Press, Inc. Order of Publication and Nisi	160	24				
	Earl Koger & Sons, Inc. - bond	26	00				
	Fred W. Kuethe & Co. - insurance	41	65				
	1962 taxes advanced by Ercer Ricks	57	32				
	1963 taxes advanced by Consuello Green	56	57				
	1964 taxes	128	17				
	1/1 to 6/30/65 taxes	50	10				
	7/1/65 to 6/30/66 taxes	138	44				
	½ Federal and State Revenue stamps	11	55				
	Notary fees	3	00				
	Bateman Photo Co. - photostats	10	30				
				783	34		

	Balance for Distribution	4,617	44		
	DISTRIBUTION				
To	heirs at law of Arbutus Newman, who died intestate, 8/17/61. (Real Inventory filed and collateral inheritance tax paid to Register of Wills of Baltimore City)				
To	Consuello Green, sister, 1/3	1,539	14		
To	Ercer I. Ricks, sister, 1/3	1,539	14		
To	children of Chester Oliver, deceased brother, 1/3				
	Alton Oliver, 1/11 of 1/3	139	93		
	Alice O. Dotson, 1/11 of 1/3	139	93		
	Arbutus O. Garnett, 1/11 of 1/3	139	93		
	Dennis Oliver, 1/11 of 1/3	139	93		
	Chester Oliver, 1/11 of 1/3	139	92		
	Urias Oliver, 1/11 of 1/3	139	92		
	Curtis Oliver, 1/11 of 1/3	139	92		
	Israel Oliver, 1/11 of 1/3 paid to Frankie Wilson & Sons, Inc. a judgment creditor of Israel Oliver	139	92		
	Eleanor O. Clark, 1/11 of 1/3	139	92		
	Priscilla O. Smothers, 1/11 of 1/3	139	92		
	Ardene O. Matthews, 1/11 of 1/3	139	92		
				4,617	44
					6,892 88

LIBER 167 PAGE 108

GEORGE C. BAST, JR.,	:	IN THE
ASSIGNEE OF MORTGAGE	:	CIRCUIT COURT
VS	:	FOR
EDWARD F. RHODES and	:	ANNE ARUNDEL COUNTY
CHRISTINE E. RHODES, his wife	:	No. 17,529 Equity

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage as "PETITIONERS EXHIBIT NO. 1".

George C. Bast, Jr.
Assignee of Mortgage

FILED
1965 NOV -1 AM 9:36

LIBER 167 PAGE 109 BOOK 1698 PAGE 510 No. 17,529 Eq

This Mortgage, Made this 4th day of October, in the year one thousand, nine hundred and sixty-three, between - - - - - - - - - - - - - - - - - -

EDWARD F. RHODES and CHRISTINE E. RHODES, his wife - - - - - - - - - - - - - - - - - -

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

WHEREAS, said Mortgagors, being members of said body corporate, has received therefrom an advance of Nine thousand six hundred ($9,600.00) - - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY ONE DOLLARS and EIGHTY SIX CENTS. ($61.86) - - - - - - - - - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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, in fee-simple all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

KNOWN AND DESIGNATED as Lot No. 24, Block "B", as shown on the Plat of Stonewood, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 4.

The improvements thereon being known as No. 1404 Oakwood Road.

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

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

Subject to all remarks on the Plat of Stonewood.

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

FILED

1965 NOV -1 AM 9:36

"PETITIONERS EXHIBIT NO. 1"

2

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

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

TO HAVE AND TO HOLD the said lot 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 thereby, with the benefits of renewal forever, subject to the payment of the annual rent of $ payable in equal installments half yearly on the day of and in each and every year in fee-simple.

It is a special covenant of this mortgage, that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss 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 at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not reduced the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind

whatsoever, for which the property hereby mortgaged may become liable when payable. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums and/or health and accident insurance premiums advanced when such life insurance upon death or such health and accident benefits are applied to the mortgage debt, all of which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor , his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (8) that in the event of prepayments on this mortgage the Mortgagee may charge payment of not more than six months' advance interest on that part of the aggregate amount of all prepayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Bradford Federal Savings and Loan Association.

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors .

WITNESS:

Joan K. Rahll

Edward F. Rhodes (Seal)
EDWARD F. RHODES

Christine E. Rhodes (Seal)
CHRISTINE E. RHODES

(Seal)

LIBER 167 PAGE 112

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 1698 PAGE 513

I HEREBY CERTIFY that on this 4th day of October, 19 63, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared EDWARD F. RHODES and CHRISTINE E. RHODES, his wife

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Herbert F. Norris, 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.

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

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct 8, 1963 at 8:51 A.M.
Mailed to Norris, Bast & Strovel

File in ⊘B No. 17,529 Equity

MORTGAGE

FROM

EDWARD F. RHODES and

CHRISTINE E. RHODES, his wife

TO

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of Baltimore City,

and examined per , Clerk

Cost of Record, $

MAIL TO NORRIS, BAST and STROVEL
Bradford Federal Building
2600 Block E. Fayette Street
Baltimore 24, Md.

1M-9-62

Bradford Federal Savings and Loan Association hereby assigne the within mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 28th day of October 1965.

Witness the corporate seal of said body corporate and the hand of Herbert F. Norris the President.

Witness;

Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By Herbert F. Norris - President

NOV-1-65 PAID 5 3 7 1 CLK.

E-118—1 M—7-64.

GEORGE C. BAST, JR., LIBER 167 PAGE 113

ASSIGNEE OF MORTGAGE

VS.

EDWARD F. RHODES and

CHRISTINE E. RHODES, his wife

IN THE

Circuit Court for ~~Baltimore County~~ ANNE ARUNDEL COUNTY

IN EQUITY No. 17,529

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Edward F. Rhodes and Christine E. Rhodes, his wife

to Bradford Federal Savings and Loan Association

dated the 4th day of October, 19 65, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber L.N.P. No. 1698 Folio 510

Amount of Mortgage Loan	$ 9,600.00
Expenses Paid, Taxes and Insurance	738.87
Interest to October 31, 1965	1,171.40
Total	$11,510.27
~~Less total amount paid~~	2,001.68
Amount of Mortgage Claim	$ 9,508.59

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By Herbert F. Norris - President

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 28th day of October 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 Herbert F. Norris the 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 - Notary Public

FILED

1965 NOV -1 AM 9:36

6

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

LIBER 167 PAGE 114
IN THE

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate.

vs.

EDWARD F. RHODES and CHRISTINE E. RHODES, his wife

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

17,529 Eq.

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

Military Affidavit

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate.

and made oath in due form of law that he (~~she~~) knows the 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.

Herbert F. Norris

Affiant.
Herbert F. Norris

Subscribed and sworn to before me this 28th day of October 19 65.

Ann K. Rahll

Notary Public
Ann K. Rahll

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 NOV -1 AM 9:36

7

TM—11-7-56.

LIBER 167 PAGE 115 No. 17529 Equity

Know All Men by These Presents: LIBER 13 PAGE 304

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 TEN THOUSAND FIVE HUNDRED AND 00/100 ($10,500.00) 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 18TH day of NOVEMBER 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 EDWARD F. RHODES AND CHRISTINE E. RHODES, HIS WIFE TO BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

bearing date the 4TH day of OCTOBER nineteen hundred and SIXTY-THREE and recorded among the Mortgage Records of ANNE ARUNDEL County in Liber LNP No. 1698 Folio 510 and GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

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

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden GEORGE C. BAST, JR.

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

Signed, Sealed and Delivered in the presence of

Carol A. Grassi

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 22nd day of November, 1965

Louis N. Phipps Clerk

FILED
1965 NOV 22 AM 11:26

8

Equity No. 17,529.

AMENDED

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

LIBER 167 PAGE 116

GEORGE C. BAST, JR.

ASSIGNEE OF MORTGAGE

vs.

EDWARD F. RHODES AND

CHRISTINE E. RHODES, HIS WIFE

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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

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 Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (~~she~~) knows the defendant~~s~~ herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

Herbert F. Norris

Affiant.

Herbert F. Norris

Subscribed and sworn to before me this 19th day of November 1965

Ann K. Rahll

Notary Public

Ann K. Rahll

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 NOV 23 AM 9:44

11

LIBER 167 PAGE 117

PRESIDENT
JOHN M. MILLER, JR.

E. J. Neuwiller Co. Inc.

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM

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

TELEPHONE
PLAZA 2-3580—2-3581

DECEMBER 2, 1965

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

A/C SALE OF PROPERTY - 1304 OAKWOOD ROAD, GLEN BURNIE, MD.

DEPOSIT		$750.00
FEE	$25.00	
ADVERTISING		
MD. GAZETTE	82.24	
SUN	17.00	124.24
	BY CHECK	$625.76

FILED
1965 DEC -7 AM 11:03

★ OVER 50 YEARS OF SERVICE ★

12

LIBER 167 PAGE 118

E. J. Newell & Co., Inc.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2ND day of DECEMBER, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ETHYLENE GILBERT, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) ~~that they are~~

(that he is the agent for the purchaser, THE LAKEWOOD LAND CO., INC.;) and ~~that they are~~

that he has not directly or indirectly discouraged anyone from bidding for the said prop- ~~that they have~~

erty mentioned in the said Report of Sale.

_____(SEAL)

The Lakewood Land Co. Inc.

By Mrs E Gilbert (SEAL)

Purchaser

2 RITCHIE HIGHWAY

PASADENA, MD.

_____

Address

_____

Notary Public

FILED

1965 DEC -7 AM 11:03

13

E-123—1 M—10-62.

REPORT OF SALE

LIBER 167 PAGE 119 —IN THE—

George C. Bast, Jr., Assignee of Mortgage
VS.
Edward F. Rhodes and Christine E. Rhodes, his wife

CIRCUIT COURT

—FOR—

Anne Arundel ~~BALTIMORE~~ COUNTY

No. 17,529 Eq.

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

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

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust ~~as prescribed by said decree~~, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland 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 2nd day of December, 19 65, at 2:30 o'clock, P. M., attend on the premises and then and there sold all that fee simple property more particularly described in these proceedings being known and designated as Lot No. 24, Block "B", as shown on the Plat of Stonewood, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 31-folio 4, the improvements thereon being known as No. 1304 Oakwood Road, subject to poles agreement recorded in Liber G.T.C. No. 1356-folio 141, subject to restrictions in Liber G.T.C. No. 1420-folio 113, subject to all remarks on the Plat of Stonewood; unto The Lakewood Land Company, Inc. at and for the cash sum of $8,250.00; said sale having been made subject to the terms and conditions set forth in the advertisement of the sale and said purchaser being then and there the highest bidder for said property.

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

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 6th day of December, 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 of Mortgage ~~Trustee~~ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Mary Virginia Hale - Notary Public.

MARY VIRGINIA HALE NOTARY PUBLIC BALTO CO. MD.

FILED
1965 DEC -7 AM 11:03

14

NORRIS AND BAST,
Solicitors
Bradford Federal Building
6900 York Road
Baltimore 12, Maryland

Assignee's Sale

OF DESIRABLE FEE-SIMPLE DWELLING PROPERTY

The improvements known as 1304 Oakwood Rd., Glen Burnie, Maryland

Under and by virtue of the power and authority contained in a mortgage from Edward F. Rhodes and Christine E. Rhodes, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 4th day of October, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.M.P. No. 1698 folio 510 (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, DECEMBER 2, 1965 AT 2:30 O'CLOCK P.M.

All that fee-simple 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. 24, Block "B", as shown on the Plat of Stonewood, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 4.

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

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

Subject to all remarks on the Plat of Stonewood.

The improvements consist of a two story frame dwelling.

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, 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

D-2

LIBER 167 PAGE 121

George C. Bast, Jr., Attorney

FOR: MARYLAND GAZETTE
(December 9th Edition)

ORDER NISI

GEORGE C. BAST, JR., Assignee of Mortgage

versus

EDWARD F. RHODES and CHRISTINE E. RHODES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,529 Equity

Ordered, this 7th day of December, 19 65, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sale was $8,250.00

Louis M Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

GEORGE C. BAST, JR., Assignee of Mortgage

versus

EDWARD F. RHODES and CHRISTINE E. RHODES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1966, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1966 JAN 11 PM 2:20

15

NORRIS AND BAST,
Solicitors
Bradford Federal Building
6900 York Road
Baltimore 12, Maryland

Assignee's Sale

OF DESIRABLE FEE-SIMPLE DWELLING PROPERTY

The improvements known as 1304 Oakwood Rd., Glen Burnie, Maryland

Under and by virtue of the power and authority contained in a mortgage from Edward F. Rhodes and Christine E. Rhodes, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 4th day of October, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.M.P. No. 1698 folio 510 (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, DECEMBER 2, 1965 AT 2:30 O'CLOCK P.M.

All that fee-simple 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. 24, Block "B", as shown on the Plat of Stonewood, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 4.

16 No

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

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

Subject to all remarks on the Plat of Stonewood.

The improvements consist of a two story frame dwelling.

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, 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

D-2

LIBER 167 PAGE 122

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 8, 1965

We hereby certify, that the annexed

Assignee's Sale

Edward F. Rhodes

No. 17,525 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 22nd day of December, 1965. The first insertion being made the 11th day of November 1965.

FILED
1965 DEC -8 PM 1:57

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 167 PAGE 123

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,529

Edward F. Rhodes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1966. The first insertion being made the 9th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1965 DEC 31 PM 2:23

17 No. M. G. 484

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,529 Equity

GEORGE C. BAST, JR., Assignee of Mortgage

versus

EDWARD F. RHODES and CHRISTINE E. RHODES, his wife

Ordered, this 7th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sale was $8,250.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

D-28

LIBER 167 PAGE 124

In the Case of

GEORGE C. BAST, JR., ASSIGNEE

VS.

EDWARD F. RHODES, et ux

In the

Circuit Court

For

Anne Arundel County

No. 17,529 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.

January 17, 1966

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of February, 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. Watson, deputy

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1966 FEB -2 AM 8:49

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19

Dr. GEORGE C. BAST, JR., ASSIGNEE vs. EDWARD F. RHODES, et ux

LIBER 167 PAGE 125

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

					Cr.	
1965, December 2,						
Proceeds of Sale	8,250	00				
Interest on deferred payment of $7,500.00 from						
12/2/65 to 1/13/66 @ 6%	50	46	8,300	46		
Refund 1965 taxes - 12/2/65 to 6/30/66	115	19				
Refund Fire Insurance Premium	32	00	147	19		
					8,447	65
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	279	00	379	00		
To Assignee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	29	50				
" " " -short assmt. of mortgage	1	00				
Auditor - stating this account	35	00	75	50		
To Assignee for expenses, viz:						
Capital-Gazette Press - advertising sale	82	24				
Capital-Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	17	00				
E.T.Newell & Co., Inc. - auctioneer's fee	25	00				
Insurnace Co. of North America - bond premium	42	00				
Water Bill - 10/1/65 to 12/2/65	6	24				
Miscellaneous notary fees	2	00	189	48		
To Bradford Federal Savings and Loan Assn. this balance on account of Mortgage claim filed	7,803	67	7,803	67		
					8,447	65

	Amount of Mortgage claim filed	9,508	59				
	Interest on principal balance of $9,508.59 from 10/31/65 to 2/2/66 - 94 days @ 6%	147	19				
		9,655	78				
	Credit - amount allowed above	7,803	67				
	Balance subject to Decree in Personam	1,852	11				

LIBER 167 PAGE 127

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	
	*	ANNE ARUNDEL COUNTY -Equity
vs.	*	
	*	Docket No. 23 ,Folio 219
Charles W. Woernlein and Jessie M. Woernlein, his wife	*	Case No. 17,528 Equity
	*	

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked"Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from Charles W. Woernlein and Jessie M. Woernlein, his wife to Leeds Federal Savings and Loan Association, dated October 30, 1964 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1807, folio 374 etc..

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mtge.

541 Equitable Building,
Baltimore, Maryland 21202

Pl. 2 -5903

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City-County Form. BOOK 1807 PAGE 374

No. 17,528 Equity

LIBER 167 PAGE 128 FINANCING STATEMENT 12817

This Mortgage, Made this 30th day of October, in the year one thousand, nine hundred and sixty-four, between Charles W. Woernlein and Jessie M. Woernlein, his wife

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of -TEN THOUSAND SIX HUNDRED ($10,600.00) - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of -SEVENTY-FIVE DOLLARS AND NINETY-FIVE CENTS ($75.95) - - - - ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, 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 estimated sum is 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 Mortgagee and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments 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, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 or any supplement thereto.

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

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

BEGINNING for the same at a pipe set at the end of the 3rd. line of the conveyance from Michael J. Ciurca and wife to Joseph Edward Golas, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 386, folio 426 which point of beginning is also at the northeast end of a 12 foot right of way with the use in common leading to the residence of Alexander Golas; thence reversing the said third line and bounding thereon and along the end of said right of way South 7 degrees 55 minutes west 407.55 feet to a pipe set at the end of the second line of the aforesaid deed thence reversing said second line and binding thereon North 84 degrees 26 minutes west 129.525 feet to the middle of said second line and thence for a new line of division and binding on the ground heretofore conveyed to Bernard Golas northeasterly to intersect the center of the 4th line in the aforesaid deed from Ciurca to Golas at a point 133 feet from the beginning thereof which point is also on the northeast side of the 12 foot right of way aforesaid, thence reversing

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said 4th line and binding thereon and on the northeast side of said right-of-way South 85 degrees 14 minutes east 133 feet to the place of beginning. Together with all of the right, title and interest of the said parties of the first part in and to the twelve foot right of way leading from Ridge Road to the property herein described. Containing 1.255 Acres, more or less. Being the easternmost one-half of the same lot of ground and premises which by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 386, folio 426 etc., which was granted and conveyed by Michael J. Ciurca and Rita A. Ciurca, his wife to Joseph Edward Golas.

BEING the same lot of ground and premises which, by deed dated November 22, 1963 and recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Bernard Golas and wife unto Charles W. Woernlein and Jessie M. Woernlein, his wife, the Mortgagors herein.

2310

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of $ payable in equal semi-annual installments on the days of and in each and every year~~

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 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 and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. 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 Mortgagee, its successors or assigns, or wherein the Mortgagee, its suc-

cessors or assigns, is the beneficia[illegible]nd which is held by the Mortgagee, it[illegible]ccessors or assigns, 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 Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their 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 Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (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; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

BOOK 1807 PAGE 376 LIBER 167 PAGE 130

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

AND the said 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 Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan, 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 ($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 Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever 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.

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, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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:

Edward J. Brannan

Edward J. Brannan

Charles W. Woernlein (SEAL)
Charles W. Woernlein

Jessie M. Woernlein (SEAL)
Jessie M. Woernlein

(SEAL)

(SEAL)

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LIBER 167 PAGE 131

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: BOOK 1807 PAGE 377

I HEREBY CERTIFY that on this 30th day of October, 19 64, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Charles W. Woernlein and Jessie M. Woernlein, 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 Robert W. Bratton, 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

10.50

Edward J. Brannan

Edward J. Brannan, Notary Public

Rec'd for record Nov 2, 1964 at 8:54 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney
Named in Mortgage

vs.

Charles W. Woernlein and
Jessie M. Woernlein, his wife

"PLAINTIFFS' EXHIBIT NO. 1"

RECORD AND RETURN TO
EDWARD J. BRANNAN
EQUITABLE BUILDING
BALTIMORE 2, MD.

Edward J. Brannan, Attorney Named in Mortgage

vs.

Charles W. Woernlein and Jessie M. Woernlein, his wife

* IN THE CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY - Equity

* Docket No. 23, Folio 219

* Case No. 17,528 Eq

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Charles W. Woernlein and Jessie M. Woernlein, his wife, dated October 30, 1964 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1807, folio 374 etc..

Original Amount of Mtge. - - -	$ 10,600.00
Amount Paid on Account - - - -	101.41
	$ 10,498.59
Interest to November 29,1965- -	103.23
	$ 10,601.82
Less Expense Account Balance - -	66.21
Total Due	$ 10,535.61

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 27th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

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1965 OCT 29 AM 9:28

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LIBER 167 PAGE 133

Edward J. Brannan, Attorney Named in Mortgage

vs.

Charles W. Woernlein and Jessie M. Woernlein, his wife

* IN THE CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY

* Docket No. 23, Folio 219

* Case No. 17,528 Eq.

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1.) said Charles W. Woernlein and Jessie M. Woernlein, his wife are not in the military service of the United States.

(2.) said Charles W. Woernlein and Jessie M. Woernlein, his wife are not in the military service of any nation allied with the United States.

(3.) said Charles W. Woernlein and Jessie M. Woernlein, his wife have not been ordered to report for induction under the Selective Training Service Act of 1940 as amended.

(4.) said Charles W. Woernlein and Jessie M. Woernlein, his wife are not members of the Enlisted Reserve Corps who have been ordered to report for military Service.

Edward J. Brannan

Edward J. Brannan,

Attorney Named in Mortgage.

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

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

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1965 OCT 29 AM 9:28

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 167 PAGE 134

LIBER 13 PAGE 294

Docket No 23 - Folio 219

#17,528, Eq.

Edward J. Brannan, Attorney named in the Mortgage

vs

Charles W. Woernlein and Jessie M. Woernlein, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of
Equitable Building, Baltimore, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand and 00/100 ---------- Dollars ($ 11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of November , in the year of our Lord, nineteen hundred and sixty-five

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Leeds Federal Savings and Loan Association to Charles W. Woernlein and Jessie M. Woernlein, his wife bearing date the 30th day of October , 19 64 and recorded among the Land Records of Anne Arundel County in Liber No. LNP-1807 Folio 374 and

Edward J. Brannan

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

Edward J. Brannan

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

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By John F. Graham

B.L. Bolling

B.L. Bolling, Witness to Surety

John F. Graham, Attorney-in-fact

Bond approved this 8th day of November 1965

Louis N. Phipps Clerk

FILED 1965 NOV -8 AM 9:54

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LIBER 167 PAGE 135

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY - Equity
vs.	*	Docket No. 23, Folio 29
Charles W. Woernlein and Jessie M. Woernlein, his wife	*	Case No. 17,528 Eq.

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

AMENDED STATEMENT OF MORTGAGE DEBT

Amended Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Charles W. Woernlein and Jessie M. Woernlein, his wife, dated October 30, 1964 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1807, folio 374 etc.:

Original Amount of Mortgage - - - - - -	$ 10,600.00
Amount Paid on Account - - - - - - - -	101.41
	$ 10,498.59
Interest to November 29, 1965 - - - - -	103.23
	$ 10,601.82
Less Expense Account Balance - - -	26.66
	$ 10,575.16

Edward J. Brannan
Edward J. Brannan, Atty. Named in Mtge.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 16th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

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1965 NOV 17 AM 10: 14

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EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

situate on Ridge Road, Hanover, Anne Arundel County.

By virtue of and pursuant to the power of sale contained in the mortgage from Charles W. Woernlein and Jessie M. Woernlein, his wife, to the Leeds Federal Savings and Loan Association, dated October 30, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1807, folio 374 etc., (default having occurred under the convenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

MONDAY, NOVEMBER 29, 1965 AT 2 O'CLOCK P.M.

All that lot of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe set at the end of the 3rd. line of the conveyance from Michael J. Ciurca and wife to Joseph Edward Golas, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 426 which point of beginning is also at the northeast end of a 12 foot right of way with the use in common leading to the residence of Alexander Golas; thence reversing the said third line and bounding thereon and along the end of said right of way South 7 degrees 55 minutes west 407.55 feet to a pipe set at the end of the second line of the aforesaid deed thence reversing said second line and bounding thereon North 84 degrees 26 minutes west 129.525 feet to the middle of said second line and thence for a new line of division and binding on the ground heretofore conveyed to Bernard Golas northeasterly to intersect the center of the 4th line in the aforesaid deed from Ciurca to Golas at a point 133 feet from the beginning thereof which point is also on the northeast side of the 12 foot right of way aforesaid, thence reversing said 4th line and binding thereon and on the northeast side of said right-of-way South 85 degrees 14 minutes east 133 feet to the place of beginning. Together with all of the right, title and interest of the said parties of the first part in and to the twelve foot right of way leading from Ridge Road to the property herein described. Containing 1.255 Acres, more or less. Being the easternmost one-half of the same lot of ground and premises which by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 426 etc., which was granted and conveyed by Michael J. Ciurca and Rita A. Ciurca, his wife to Joseph Edward Golas.

10 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 136

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1965

We hereby certify, that the annexed

Mortgage Sale

No. 17,528 Eq

Charles W. Woernlein 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 29th day of November, 19 65. The first insertion being made the 4th day of November

FILED

1965 NOV 26 PM

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tulghman

The aforesaid lot of ground is improved by a One Story Stucco on concrete block dwelling, containing five (5) rooms and one (1) bath, hot water oil heat, one car garage.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six per centum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
Attorney Named in Mortgage

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

N-22

LIBER 167 PAGE 137

LIBER 167 PAGE 138

PRESIDENT
JOHN M. MILLER, JR.

E. J. Neuller Co. Inc.

TELEPHONE
PLAZA 2-3580—2-3581

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM

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

NOVEMBER 23, 1965

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE
541 EQUITABLE BUILDING
BALTIMORE, MARYLAND

A/C SALE OF PROPERTY - SITUATE ON RIDGE ROAD, HANOVER,
ANNE ARUNDEL COUNTY, MARYLAND

FEE	$75.00
ADVERTISING	35.50
TOTAL	$110.50

★ OVER 50 YEARS OF SERVICE ★

E. T. Newell & Co., Inc.

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

LIBER 167 PAGE 139

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Agent for Leeds Federal Savings and Loan Assoc., 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, Leeds Federal Savings and Loan Assoc,) and they are

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

Leeds Federal Savings and Loan Association

BY: Edward J. Brannan (SEAL)
Edward J. Brannan, Agent

541 Equitable Building (SEAL)
Purchaser
Baltimore, Maryland 21202

Address

Marguerite E. Wolf
Notary Public

FILED
1965 DEC -2 AM 10: 12

12

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY - Equity
vs.	*	Docket No. 23, Folio 29
Charles W. Woernlein and Jessie M. Woernlein, his wife	*	Case No. 17,528 Eq.

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated October 30, 1964 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1807, folio 374 etc., from Charles W. Woernlein and Jessie M. Woernlein, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cuase pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice, of the time, place, manner and terms of sale by advertisement inserted in the Maryland-Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 29th day of November, 1965 at 2 O'Clock P.M., attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Leeds Federal Savings and Loan Association, at and for the sum of NINETY ONE HUNDRED DOLLARS ($9100.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney Named in Mtge.

FILED

1965 DEC -2 AM 10: 11

13

LIBER 167 PAGE 141

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTY

situate on Ridge Road, Hanover, Anne Arundel County.

By virtue of and pursuant to the power of sale contained in the mortgage from Charles W. Woernlein and Jessie M. Woernlein, his wife, to the Leeds Federal Savings and Loan Association, dated October 30, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1807, folio 374 etc., (default having occurred under the convenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

MONDAY, NOVEMBER 29, 1965 AT 2 O'CLOCK P.M.

All that lot of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe set at the end of the 3rd. line of the conveyance from Michael J. Ciurca and wife to Joseph Edward Golas, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 426 which point of beginning is also at the northeast end of a 12 foot right of way with the use in common leading to the residence of Alexander Golas; thence reversing the said third line and bounding thereon and along the end of said right of way South 7 degrees 55 minutes west 407.55 feet to a pipe set at the end of the second line of the aforesaid deed thence reversing said second line and bounding thereon North 84 degrees 26 minutes west 129.525 feet to the middle of said second line and thence for a new line of division and binding on the ground heretofore conveyed to Bernard Golas northeasterly to intersect the center of the 4th line in the aforesaid deed from Ciurca to Golas at a point 133 feet from the beginning thereof which point is also on the northeast side of the 12 foot right of way aforesaid, thence reversing said 4th line and binding thereon and on the northeast side of said right-of-way South 85 degrees 14 minutes east 133 feet to the place of beginning. Together with all of the right, title and interest of the said parties of the first part in and to the twelve foot right of way leading from Ridge Road to the property herein described. Containing 1.255 Acres, more or less. Being the easternmost one-half of the same lot of ground and premises which by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 428 etc., which was granted and conveyed by Michael J. Ciurca and Rita A. Ciurca, his wife to Joseph Edward Golas.

LIBER 167 PAGE 142

The aforesaid lot of ground is improved by a One Story Stucco on concrete block dwelling, containing five (5) rooms and one (1) bath, hot water oil heat, one car garage.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six per centum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
Attorney Named in Mortgage

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

N-22

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage 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.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

Edward J. Brannan, Attorney

LIBER 167 PAGE 144 FOR: MARYLAND GAZETTE (December 9th Edition)

ORDER NISI

EDWARD J. BRANNAN, Attorney Named in Mortgage

versus

CHARLES W. WOERNLEIN and JESSIE M. WOERNLEIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,528 Equity

Ordered, this 2nd day of December, 19 65, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sale was $ 9,100.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EDWARD J. BRANNAN, Attorney Named in Mortgage

versus

CHARLES W. WOERNLEIN and JESSIE M. WOERNLEIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1966 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

1966 JAN 11 PM 2:20

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,528 Equity

EDWARD J. BRANNAN
Attorney Named in Mortgage

versus

CHARLES W. WOERNLEIN and JESSIE M. WOERNLEIN, his wife

Ordered, this 2nd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by EDWARD J. BRANNAN, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, beofre the 10th day of January next.

The report states that the amount of sale was $9,100.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 145

FILED
1965 DEC 31 PM 2:23

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1965

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 17,528

Charles W. Woernlein

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1966. The first insertion being made the 9th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

16 No. M. G. 4790

In the Case of LIBER 167 PAGE 146

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

VS.

CHARLES W. WOERNLEIN, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,528 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 19 AM 10:32 FILED

All of which is respectfully submitted.

January 19, 1966

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of February, 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 FEB -4 AM 9:05

17

16

Dr. Edward J. Brannan, Atty. Named in Mortgage vs. Charles W. Woernlein, et ux.

LIBER 167 PAGE 147

In Acct. with Edward J. Brannan, Attorney named in Mortgage

			Cr.
1965, November 29,			
Proceeds of sale	9,100 00		
Interest on deferred payment of $8,600.00 from			
November 29, 1965 to January 12, 1966 @ 6%	62 44	9,162 44	
Refund 1965 Taxes - 11/29/65 to 6/30/66	77 00	77 00	
			9,239 44
To Attorney for fee, viz:	200 00		
To Attorney for commissions, viz:	304 87	504 87	
To Attorney for Court Costs, viz:			
Plaintiffs Solicitors Appearance fee	10 00		
Clerk of Courts - Court costs	29 50		
Auditor - Stating this account	35 00	74 50	
To Attorney for Expenses, viz:			
Capital-Gazette Press - Advertising sale	124 24		
Capital-Gazette Press - Order nisi, Sale	15 00		
The Sunpapers - Advertising Sale	35 50		
E. T. Newell & Co., Inc. - Auctioneers fee	75 00		
U.S.Fidelity & Guaranty Co. - Bond premium	44 00		
Marguerite E. Wolf - Notary fees	2 50	296 24	
To Leeds Federal Savings and Loan Association			
this balance on account of Mortgage Claim filed	8,363 83	8,363 83	
			9,239 44

Amount of Mortgage Claim Filed	10,535	61
Interest on Principal Balance of $10,498.59		
from 11/29/65 to 2/4/66 - 67 days @ 6%	115	91
	10,651	52
Credit - Amount allowed above	8,363	83
Balance Subject to Decree in Personam	2,287	69

LIBER 167 PAGE 149

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF	*	IN THE
RALPH E. COOPER AND	*	CIRCUIT COURT
PRISCILLA M. COOPER, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 17,533 EQUITY

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

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE MORTGAGE, STATEMENT OF MORTGAGE DEBT AND MILITARY AFFIDAVIT.

Samuel M. Ivrey

SAMUEL M. IVREY
ATTORNEY NAMED IN MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286

FILED

1965 NOV -4 AM 11:00

LIBER 167 PAGE 150

No. 17,533 Eq.

Form No. 1—County Fee

BOOK 1653 PAGE 209

1094(13)

PURCHASE MONEY

This Mortgage, made this 3RD day of MAY ,

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

RALPH E. COOPER AND PRISCILLA M. COOPER, 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

RALPH E. COOPER AND PRISCILLA M. COOPER, HIS WIFE,

the sum of SEVENTEEN THOUSAND TWO HUNDRED AND NO/100 ---------- ($17,200.00) 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 ONE HUNDRED TEN AND 82/100 ---------- ($110.82) 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 RALPH E. COOPER AND PRISCILLA M. COOPER, HIS WIFE,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all THAT lot , piece , or parcel of ground situate, lying and being in the THIRD election district of Anne Arundel County, State of Maryland, and described as follows:

BEING LOT 3 IN BLOCK B AS SHOWN ON PLAT OF SECTION I OF SYLVAN VIEW ON THE MAGOTHY, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 28, FOLIO 22.

BEING THE SAME PROPERTY CONVEYED TO THE WITHIN NAMED MORTGAGORS, RALPH E. COOPER AND PRISCILLA M. COOPER, HIS WIFE, FROM ARTHUR M. JONES AND VIRGINIA E. JONES, HIS WIFE, BY DEED OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO.

FILED

1965 NOV -4 AM 11:00

2

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date 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) RALPH E. COOPER AND PRISCILLA M. COOPER, 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 S, for THEMSELVES, THEIR heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said 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

Ralph E. Cooper (SEAL)
RALPH E. COOPER

(SEAL)

Priscilla M. Cooper (SEAL)
PRISCILLA M. COOPER

(SEAL)

5

LIBER 167 PAGE 153 BOOK 1653 PAGE 212

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3RD day of MAY 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 RALPH E. COOPER AND PRISCILLA M. COOPER, 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.

10.00

My commission expires on MAY 6, 1963.

Rec'd for record May 6, 1963 at 2:57 P.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

RALPH E. COOPER AND

PRESCILLA M. COOPER, HIS WIFE,

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property LOT 3, BL. B, SECT. 1, SYLVAN VIEW, THIRD ELECTION DIST., ANNE ARUNDEL COUNTY, 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

LIBER 167 PAGE 154

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RALPH E. COOPER AND PRISCILLA M. COOPER, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 17,533 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM RALPH E. COOPER AND PRISCILLA M. COOPER, HIS WIFE, SAID MORTGAGE DATED MAY 3, 1963, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER LNP 1653, FOLIO 209; SAID MORTGAGE BEING IN DEFAULT:

BALANCE DUE ON PRINCIPAL TO NOVEMBER 30, 1965	$16,795.29
INTEREST TO DECEMBER 3, 1965	8.40
TOTAL	$16,803.69

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 3RD DAY OF NOVEMBER, 1965, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT 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.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES:

JULY 1, 1967

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286

FILED

1965 NOV -4 AM 11:00

MILITARY AFFIDAVIT UNDER SOLDIERS AND SAILOR'S CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

LIBER 167 PAGE 155

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RALPH E. COOPER AND	*	FOR
PRISCILLA M. COOPER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 17,533 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY 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.

Samuel M. Ivrey

SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS 3RD DAY OF NOVEMBER, 1965.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

BARBARA S. SANTOS NOTARY PUBLIC ANNE ARUNDEL COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286

FILED

1965 NOV -4 AM 11:00

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 167 PAGE 156 LIBER 13 PAGE 316 No. 17,533 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, ---------- SAMUEL M. IVREY ----------

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 ($18,000.00) ---------- 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 1st day of December in the year of our Lord one thousand nine hundred and Sixty-five.

WHEREAS, the above bounden Samuel M. Ivrey by virtue of a Power of Sale contained in a Mortgage to Annapolis Federal Savings and Loan Association dated May 3, 1963, is empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage and whereas such default has occurred the said Samuel M. Ivrey, Attorney is about to execute said power and make sale of the property described in said Mortgage, mentioned in the proceedings in the case of In The Matter of The Mortgaged Real Estate of Ralph E. Cooper and Pricilla M. Cooper, his wife

vs:

No. 17,533 EQUITY

now pending in said Court:

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

SAMUEL M. IVREY

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:

Samuel M. Ivrey (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Robert H. Clarke *As to Surety* By John H. Hopkins, IV *Attorney-in-Fact*

FIDELITY AND DEPOSIT CO. OF MARYLAND INCORPORATED 1890

MD3116a—1M. 6-63 163813
Trustee's Bond

FILED

1965 DEC -1 PM 3:14

8

ROBERT H. CAMPBELL - - - - Auctioneer

SAMUEL M. IVREY, Attorney,
144 Gloucester Street
Annapolis, Maryland

LIBER 167 PAGE 157

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LOT 3, BLOCK B
SECTION 1, SYLVIEW DRIVE
SYLVAN VIEW ON THE MAGOTHY
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Ralph E. Cooper and Priscilla M. Cooper, his wife, said Mortgage dated May 3, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1653, folio 209, the undersigned, as attorney named in the Mortgage 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

FRIDAY, DECEMBER 3rd, 1965

AT 11:00 O'CLOCK, A.M.

All that lot of ground situate in the Third Election District of Anne Arundel County being Lot 3 in Block B as shown on Plat of Section 1 of Sylvan View on the Magothy, recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 22.

BEING the same property conveyed to the within named Mortgagors, Ralph E. Cooper and Priscilla M. Cooper, his wife, by deed from Arthur M. Jones and Virginia E. Jones, his wife, dated May, 3, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1653, folio 207.

THE SAID PROPERTY being improved by a frame dwelling consisting of seven rooms and bath with fireplace on main floor, full basement having one completed room, and attached garage. The heating system is oil forced hot air.

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

SAMUEL M. IVREY,
Attorney named in the Mortgage
144 Gloucester Street
Annapolis, Maryland

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

LIBER 167 PAGE 158

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 3RD DAY OF DECEMBER, 1965, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT HE/~~SHE/XXX~~ PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $ 10,000.00, A DEPOSIT OF $ 1,000.00 MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE/~~SHE/XX~~ IS AN ~~XXXX XXXXXXXXX XXX XXXXXXX XXXX XXXXXXX~~ OFFICER OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION.

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.

WITNESS:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney (SEAL)
R. GARDINER CHANEY, PRESIDENT

XXXXXXXXXXXXXXXXXXXXXXXXXXXX (SEAL)

ROBERT H. CAMPBELL, AUCTIONEER

SAMUEL M. IVREY, NOTARY PUBLIC

FILED

1965 DEC -3 PM 1:41

9

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
RALPH E. COOPER AND	:	FOR
PRISCILLA M. COOPER, HIS WIFE	:	ANNE ARUNDEL COUNTY
		NO. 17,533 EQUITY

: :

ATTORNEY'S REPORT OF SALE

TO THE HOMORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY, FILED IN THESE PROCEEDINGS AUTHORIZED TO MAKE SALE OF THE PROPERTY HEREIN 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 20 DAYS NOTICE OF TIME, PLACE, MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE ~~CAPITAL~~ MARYLAND-GAZETTE, A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND, IN PERSON, AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON FRIDAY, DECEMBER 3, 1965, AT 11:00 O'CLOCK A.M., THE TIME AND PLACE MENTIONED IN SAID ADVERTISEMENT, AND THEN AND THERE IN THE PRESENCE OF A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED IN THE SAID MORTGAGE, TO WIT:

ALL THAT LOT OF GROUND SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY BEING LOT 3 IN BLOCK B AS SHOWN ON PLAT OF SECTION 1 OF SYLVAN VIEW ON THE MAGOTHY, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 28, FOLIO 22.

BEING THE SAME PROPERTY CONVEYED TO THE WITHIN NAMED MORTGAGORS, RALPH E. COOPER AND PRISCILLA M. COOPER, HIS WIFE, BY DEED FROM ARTHUR M. JONES AND VIRGINIA E. JONES, HIS WIFE, DATED MAY 3, 1963, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER LNP 1653, FOLIO 207. (THE SAID RALPH E. COOPER BEING NOW DECEASED.)

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AT AND FOR THE SUM OF $10,000.00, IT

LAW OFFICES
IUEL M. IVREY
NNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286

FILED
1965 DEC -3 PM 1:41

//

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 AUCTIONEER AND REPORT OF SALE ARE FILED HEREWITH, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, Atty.

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 3RD DAY OF DECEMBER, 1965, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

NOTARY PUBLIC ANNE ARUNDEL COUNTY MD.

MY COMMISSION EXPIRES:

JULY 1, 1967

LAW OFFICES
MUEL M. IVREY
NNAPOLIS, MD.
REA CODE 301
263-9285
263-9286

Samuel M. Ivrey, Attorney LIBER 167 PAGE 161 FOR: MARYLAND GAZETTE
(December 9th Edition)

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RALPH E. COOPER and PRISCILLA M. COOPER, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,533 Equity

Ordered, this 3rd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

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

True Copy,

Louis N. Phipps Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RALPH E. COOPER and PRISCILLA M. COOPER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1966, 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
1966 JAN 11 PM 2:20

13

SAMUEL M. IVREY,
Attorney
144 Gloucester Street
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

LOT 3, BLOCK B
SECTION 1, SYLVIEW DRIVE
SYLVAN VIEW ON THE MAGOTHY
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Ralph E. Cooper and Priscilla M. Cooper, his wife, said Mortgage dated May 3, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1653, folio 209, the undersigned, as attorney named in the Mortgage 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

FRIDAY, DECEMBER 3, 1965, AT 11:00 O'CLOCK A.M.

ALL that lot of ground situate in the Third Election District of Anne Arundel County being Lot 3 in Block B as shown on Plat of Section I of Sylvan View on the Magothy, recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 22.

14 No. BEING the same property conveyed to the within named Mortgagors, Ralph E. Cooper and Priscilla M. Cooper, his wife, by deed from Arthur M. Jones and Virginia E. Jones, his wife, dated May 3, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1653, folio 207.

THE SAID PROPERTY being improved by a frame dwelling consisting of seven rooms and bath with fireplace on main floor, full basement having one completed room, and attached garage. The heating system is oil forced hot air.

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

SAMUEL M. IVREY,
Attorney named in the Mortgage
144 Gloucester Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer D-2

LIBER 167 PAGE 162

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 8, 1965

We hereby certify, that the annexed

Attorney's Sale

Ralph E. Cooper

No. 17,533 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 3rd day of December, 1965. The first insertion being made the 11th day of November, 1965.

FILED
1965 DEC -8 PM 1:37

THE CAPITAL-GAZETTE PRESS, INC.

By S. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,533 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

RALPH E. COOPER and PRISCILLA M. COOPER, his wife

Ordered, this 3rd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

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

LOUIS N. PHIPPS, Clerk.
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
D-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 163

FILED
1965 DEC 31 PM 2:23

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,533
Ralph E. Cooper

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1966. The first insertion being made the 9th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Tilghman

15 No. M. G. 48045

LIBER 167 PAGE 164

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
RALPH E. COOPER, et ux

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,533 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
1966 JAN 13 AM 11: 24

All of which is respectfully submitted.

January 13, 1966

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st 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. Waysdorf, deputy

FILED
1966 JAN 31 PM 12: 07

16

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RALPH E. COOPER, et ux.

LIBER 167 PAGE 165

In Acct. with SAMUEL M. IVREY, Attorney named in Mortgage

					Cr.	
1965, December 3,						
Proceeds of Sale	10,000	00				
Refund - 1965 taxes, 12/3/65 to 6/30/66 (310.64)	178	58	10,178	58		
					10,178	58
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	335	36	435	36		
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	82	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	45	00				
Fidelity & Deposit Co. - bond premium	72	00				
One-half cost documentary stamps	16	50				
Miscellaneous notary fees	2	00	250	77		
To Annapolis Federal Savings & Loan Assn. this balance on account of claim filed	9,419	45	9,419	45		
					10,178	58

Amount of Mortgage claim filed	16,803	69
Interest on principal balance of $16,795.29 from 12/3/65 to 1/29/66 - 57 days @ 6%	157	20
	16,960	89
Credit - amount allowed above	9,419	45
Balance subject to Decree in Personam	7,541	44

LIBER 167 PAGE 167

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALLACE BEVERLY AND BOBBIE L. BEVERLY, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
	:	No. 17,303 Equity

Mr. Clerk:

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

1. Original Mortgage from Wallace Beverly and Bobbie L. Beverly, his wife, to Baltimore Federal Savings and Loan Association, dated September 9, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1422 folio 283.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

FILED

1965 JUL -2 AM 10: 25

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1422 PAGE 283

MORTGAGE

LIBER 167 PAGE 168

THIS MORTGAGE, Made this 9th day of September, A. D. 19 60, by and between WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife,

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
a corporation organized and existing under the laws of the ~~State of~~ United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND FIVE HUNDRED FIFTY and 00/100ths Dollars ($10,550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and 3/4 per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY-ONE and 61/100ths Dollars ($ 61.61), commencing on the first day of October, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1990. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—85500-0

BEING known and designated as Lot No. 21, Section 4, as shown on the Plat of "Section 4, Sun Valley," dated August 26, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 31, folio 14. The improvements thereon being known as No. 906 Blakistone Road.

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

36" Range 11 C.F. Refrigerator Automatic Clothes Washer Automatic Clothes Dryer Screens Shutters Sump Pump 2 Screen Doors

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

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

FILED
1965 JUL -2 AM 10: 25

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred fifty ($150.00) Dollars, payable half-yearly on the 10th days of February and August, in each and every year.**

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

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

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Wallace Beverly [SEAL]
Wallace Beverly

[SEAL]

Bobbie L. Beverly [SEAL]
Bobbie L. Beverly

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1422 PAGE 287

I HEREBY CERTIFY, That on this the 9th day of September, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Wallace Beverly and Bobbie L. Beverly, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

1100

My commission expires: May 1, 1961

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

JOHN R. HOLLAND, JR. Notary Public.

Application No. 54216

Written by ack

Approved by JPM Examiner

Rec'd for record Sept. 14 1960 at 9:03 A.M.

Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL, Attorney Named in Mortgage his wife

VS.

WALLACE BEVERLY AND BOBBIE L. BEVERLY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALLACE BEVERLY AND BOBBIE L. BEVERLY, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 12,303

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Wallace Beverly and Bobbie L. Beverly, his wife

to Baltimore Federal Savings and Loan Association

dated the 9th day of September 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1422 Folio 283.

Amount of Mortgage	$10,550.00
Less - amount paid on principal	651.20
	9,898.80
Plus - interest to 6/28/65	281.39
	10,180.19
Less - balance in expense account	156.21
	$10,023.98

9898.80
156.21
9742.59

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of June, 19 65, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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LIBER 167 PAGE 173

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR ANNE ARUNDEL COUNTY
WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife	*	IN EQUITY No. 17,303

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of August, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law that Wallace Beverly, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Bobbie L. Beverly, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by direction of Chief of Naval Personnel.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Charles E. Williams

Charles E. Williams, Vice President
Affiant

Subscribed and sworn to before me
this 12th day of August, 1965.

Robert F. Vavrina

Robert F. Vavrina, Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

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7

NAVPERS-666 (REV. 10-50)

Plaintiff's Exhibit 'B'

LIBER 167 PAGE 174

C E R T I F I C A T E

for use under

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT 1940

TO ALL WHOM IT MAY CONCERN:

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

Wallace Beverly is now in the naval service of the United States. He entered the U. S. Navy at Kodiak, Alaska as a SHC on 12 November 1964. At that time he resided at MEMQ EEB Naval Station, Kodiak, Alaska. He has served in the naval service from 10 September 1945 to 28 April 1949 and from 22 July 1949 to date. His monthly basic pay on this date is $379.20.

Military address:

BEVERLY, Wallace, 269 83 14, SHC, USN
U. S. Naval Station
FPO Seattle 98790

Given at Washington, D. C., Office of the Chief of Naval Personnel, this 29th *day of* July, *one thousand nine hundred and* sixty-five

By direction of Chief of Naval Personnel

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

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LIBER 167 PAGE 175

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR
WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife	*	ANNE ARUNDEL COUNTY
		IN EQUITY No. 17,303

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan, Calwell and Laudeman, respectfully represents:

1. That Wallace Beverly and Bobbie L. Beverly, his wife, the Defendants herein, were the record title owners of leasehold property situate in Anne Arundel County, known as 906 Blakistone Road, at the time of the execution by them of the mortgage hereinafter mentioned, having purchased said property by deed dated September 9, 1960 from The Bedford Holding Company duly recorded among the Land Records of Anne Arundel County for the purchase price of $10,990.00 which purchase price was financed by a purchase money mortgage for $10,550.00, executed, dated and delivered on September 9, 1960 to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1422, folio 283, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from February, 1965 to August, 1965, a period of seven months, representing a total arrearage of $728.00, and the present unpaid indebtedness due on said mortgage is $10,023.98.

3. That the payment of said mortgage was insured by the Federal Housing Administration under the provisions of the National Housing Act, as amended.

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4. That foreclosure proceedings on the aforementioned mortgage were instituted on behalf of your Petitioner on July 2, 1965 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Wallace Beverly, 269 83 14, whose rank is SHC, is now in the Military Service of the United States Navy, attached to U. S. Naval Station, FPO Seattle 98790, and the said Wallace Beverly has been in the Military Service since September 10, 1945, and that Wallace Beverly was in the Military Service of the United States Navy on September 9, 1960, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Wallace Beverly 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 evidencing said facts for use under said Act, certified by direction of Chief of Naval Personnel, is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said Wallace Beverly 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.

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LIBER 167 PAGE 177

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Attorney Named in Mortgage, Petitioner

Callahan, Calwell and Laudeman, Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of August, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Robert F. Vavrina, Notary Public

ORDER

It is this 17th day of August, 1965, Ordered and Decreed by the Circuit Court for Anne Arundel County, In Equity, that RICHARD G. ANDERSON, Esq. 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 17th day of September, 1965, provided a copy of this Petition and Order be served on the Defendants or on RICHARD G. ANDERSON, Attorney for the Defendants, on or before the 27th day of August, 1965.

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Judge

Service Accepted this 18th day of August, 1965
Richard G. Anderson
11

WALTER S. CALWELL, Attorney Named In Mortgage	*	NO. 17,303 EQUITY
vs.	*	IN THE
WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

MOTION TO EXTEND TIME FOR ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and respectfully moves that this Honorable Court extend the time for the filing of an answer in these proceedings for the reasons:

1. That the said Attorney advised the Defendants, Wallace Beverly and Bobbie L. Beverly, his wife, of these proceedings on August 19, 1965, by registered mail, return receipt requested, addressed to them at U. S. Naval Station, F.P.O. Seattle, Washington, 98790.

2. That the actual physical location of the said Defendants is in Kodiak, Alaska.

3. That the defendants have requested your Attorney to make certain examinations of the land records and other investigations regarding the subject property and to advise them of the results of same.

4. That, because of the great distance involved in communicating with the Defendants and the time it takes to communicate with them, it is necessary to request an extension of time for the filing of an Answer in these proceedings.

WHEREFORE, your Petitioner respectfully moves that the time for filing of an Answer in these proceedings be extended for a

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Law Offices
NDERSON & ANDERSON
Annapolis, Md.

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period of thirty (30) days from the date hereof to allow time for the Defendants, Wallace Beverly and Bobbie L. Beverly, his wife, to be properly advised of their rights and duties in this matter.

And, as in duty bound, etc.

Richard G. Anderson
Attorney for Defendants

ORDER OF COURT

Upon the aforegoing Motion, it is this 16 day of September, 1965, by the Circuit Court for Anne Arundel County ORDERED that the time for filing an Answer or other defense to these proceedings be and it is hereby extended for a period of thirty (30) days from the date hereof.

George Sachse
Judge

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1965 SEP 16 PM 3:26

I HEREBY CERTIFY that I have this 15th day of September, 1965, mailed a copy of the aforegoing Motion and Order to Walter S. Calwell, Attorney Named in Mortgage, Petitioner, Callahan, Calwell, & Laudeman, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson
Attorney for Defendants

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August 19, 1965

Wallace Beverly, 269-83-14, SHC, USN
U. S. Naval Station
F.P.O. Seattle, Washington 98790

Re: 906 Blakistone Road

Dear Mr. Beverly:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that court concerning the above referenced property which you and your wife mortgaged to Baltimore Federal Savings and Loan Association on September 9, 1960. 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 September 7, 1965. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your prompt reply is urgently solicited so that I can offer any defense you might have or can file your consent if you have no objections.

Yours very truly,

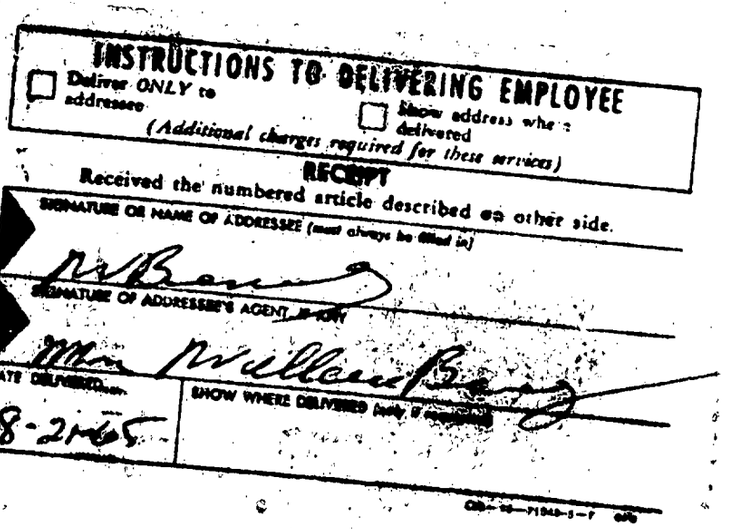
Richard G. Anderson

RGA/ljr
REGISTERED MAIL
RETURN RECEIPT REQUESTED

Copy to Mrs. Beverly

14 Same letter to Mrs. Bobbie L. Beverly
c/o above address

UPDATE 16 PAGE 18



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)

M Bennett

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

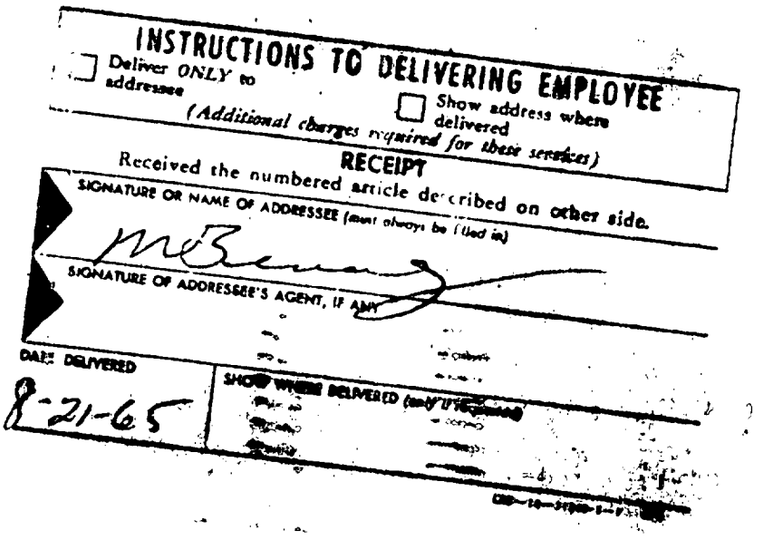
Mrs Willard Bennett

DATE DELIVERED

8-21-65

SHOW WHERE DELIVERED (only if requested)

CSD—10—71040-5—F



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)

M Bennett

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

8-21-65

SHOW WHERE DELIVERED (only if requested)

15

WALTER S. CALWELL, Attorney Named in Mortgage	*	NO. 17,303 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife	*	FOR ANNE ARUNDEL COUNTY

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

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and in answer to the Petition heretofore filed, respectfully shows:

1. That he was appointed by Order of this Honorable Court on the 17th day of August 1965, to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 18th day of August, 1965.

2. That immediately thereafter, on August 19, 1965, 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 return receipts, copies of which are attached hereto as evidence thereof for the aforesaid letters.

3. That the said Defendant,Wallace Beverly has answered the aforesaid letter and has been in communication with the said attorney, but that the said Defendant, Bobbie L.Beverly, has not answered the aforesaid letter nor has the said attorney had any communication with her whatsoever.

4. That, in answer to the first paragraph of said Petition, the said Defendants admit the allegations therein contained, but further say that they conveyed the property therein mentioned to

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Law Offices
IDERSON & ANDERSON
Annapolis, Md.

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William Eitel and Gloria I. Eitel, his wife, by deed dated February 9, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.NP. No. 1644, folio 31, and that they are not now the record title owners of the said property nor do they now have any interest therein whatsoever.

5. Answering the second, third, fourth, fifth, and sixth paragraphs of said Petition, the said Defendants neither admit nor deny the allegations therein contained, having no knowledge thereof, but submit their rights to the decision of this Honorable Court.

And, as in duty bound, etc.

Richard G. Anderson

Richard G. Anderson
Attorney for Defendants

I HEREBY CERTIFY that on this 15th day of October, 1965, I mailed a copy of the aforegoing Answer to Walter S. Calwell, Esq., Attorney Named in Mortgage, Petitioner, Callahan, Calwell & Laudeman, Baltimore Federal Building, Fayette and St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson

Richard G. Anderson
Attorney for Defendants

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WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife	*	IN EQUITY No. 17,303

ORDER

The Defendants, Wallace Beverly and Bobbie L. Beverly, his wife, having failed to show cause as required by the Order of this Court, dated August 16, 1965, although it appears that a copy was served on Richard G. Anderson, Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer:

It is this 25th day of October, 1965, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause and the said Walter S. Calwell, Attorney named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

George Jackson
Judge

APPROVED:
Richard G. Anderson
Richard G. Anderson, Attorney for Defendants

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1965 OCT 25 AM 11:56

18

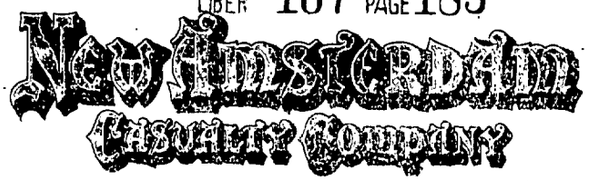
No 17,303 Equity

Mortgagee and Attorney's Bond.

I-369

LIBER 167 PAGE 185

LIBER 13 PAGE 310



227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 19-0370-1700-65

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND ONE HUNDRED AND NO/100 ------($10,100.00)------ Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 24th day of November in the year nineteen hundred and sixty-five

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Wallace Beverly and Bobbie L. Beverly, his wife, to Baltimore Federal Savings and Loan Association bearing date the 9th day of September nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1422, Folio 283, ~~and~~

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Link
~~Witness~~ Witness as to Surety:

J. McDuffie
J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1965 NOV 26 AM 10:14

Bond approved this 26th day of November, 1965

Louis N. Phipps, Clerk

19

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Wallace Beverly and Bobbie L. Beverly, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1422 folio 283 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on

TUESDAY, NOVEMBER 30th, 1965 AT 3:30 P.M.

at the Court House Door in Annapolis

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, in the Development of Sun Valley, and described as follows:

BEING known and designated as Lot No. 21, Section 4, as shown on the Plat of "Section 4, Sun Valley," dated August 26, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 31, folio 14. The improvements thereon being known as No. 906 Blakistone Road. Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

No. 906

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame, 1 family detached dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps and County transfer tax, if any shall be borne by the purchaser.

WALTER S. CALWELL,
Attorney Named in Mortgage

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

N-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 186

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1965

We hereby certify, that the annexed

Attorney's Sale
NB 17,303 Eq
Wallace Beverly et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of November, 1965. The first insertion being made the 11th day of November

FILED
1965 NOV 26 PM 1:59

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 167 PAGE 187

WALTER S. CALWELL, Attorney Named in Mortgage VS. WALLACE BEVERLY AND BOBBLIE L. BEVERLY, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity - No. 17,303

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 30th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E Williams
Purchaser
CHARLES E. WILLIAMS Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE MD.

Clara M. Link
Notary Public

FILED
1965 DEC -3 AM 10:50

21

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		ANNE ARUNDEL COUNTY
WALLACE BEVERLY AND BOBBIE L. BEVERLY, HIS WIFE	:	(In Equity) No. 17,303
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1422 folio 283 from said Wallace Beverly and Bobbie L. Beverly, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 30th day of November, 1956 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 21, Section 4, as shown on the Plat of "Section 4, Sun Valley", dated August 26, 1959 by John E. Harms, J r. & Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County, in Plat Book 31 folio 14, the improvements whereon are known as No. 906 Blackistone Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 DEC -3 AM 10:49

LIBER 167 PAGE 189

CALLAHAN, CALWELL & LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Wallace Beverly and Bobbie L. Beverly, his wife to Baltimore Federal Savings and Loan Association, dated September 9th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1422 folio 283 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on

TUESDAY, NOVEMBER 30th, 1965 AT 3:30 P.M.

at the Court House Door in Annapolis

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, in the Development of Sun Valley, and described as follows:

BEING known and designated as Lot No. 21, Section 4, as shown on the Plat of "Section 4, Sun Valley," dated August 26, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 31, folio 14. The improvements thereon being known as No. 906 Blakistone Road. Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame, 1 family detached dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps and County transfer tax, if any shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

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

N-22

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ten Thousand two Hundred fifty ($10,250.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of December, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

22

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE Dec. 9th Edition

LIBER 167 PAGE 191

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

WALLACE BEVERLY AND
BOBBIE L. BEVERLY, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,303 Equity

Ordered, this 3rd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sale was $10,250.00

Louis M. Rheyss Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

WALLACE BEVERLY AND
BOBBIE L. BEVERLY, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1966 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sadtler
JUDGE.

FILED

1966 JAN 11 PM 2:20

24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,303 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WALLACE BEVERLY and BOBBIE L. BEVERLY, his wife

Ordered, this 3rd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sale was $10,250.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
D-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 197 PAGE 192

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1965

We hereby certify, that the annexed

Order Nisi Sales
Eq. 17,303
Wallace Beverly

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1966. The first insertion being made the 9th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 DEC 31 PM 2:23

25

No. M. G. 47-91

LIBER 167 PAGE 193

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

vs.

WALLACE BEVERLY AND BOBBIE L. BEVERLY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,303 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
1966 JAN 21 AM 11:41

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of February, 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 FEB -8 AM 9:05

26

Dr. Mortgaged Real Estate of Wallace Beverly and

Bobbie L. Beverly, his wife

LIBER 167 PAGE 194

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

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			10,250	00		
By	Interest 6% on deferred payment						
	$9,750.00 from 11/30/65 to 1/12/66			73	46		
						10,323	46
To	Attorney for fee, viz	75	00				
To	Attorney for commission, viz	337	50				
				412	50		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Richard G. Anderson, counsel fee, as per						
	Order of Court 12/15/65	100	00				
	Clerk, court costs	46	75				
	Auditor, this account	35	00				
				201	75		
To	Attorney for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	79	32				
	New Amsterdam Casualty Co. - bond	40	00				
	E. T. Newell & Co. Inc., auctioneer's fee	35	00				
	Adjustment, ground rent, from 2/10/65 to						
	11/30/65	120	70				
	Adjustment, taxes from 7/1/65 to 11/30/65	103	38				
	Notary fees	1	50				
				379	90		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagor on account of mortgage claim	9,329	31				
				9,329	31		
						10,323	46
	Balance due on mortgage as per mortgage						
	claim filed	10,023	98				
	Interest 5 3/4% on principal balance						

$9,742.59 from 6/29/65 to 2/4/66	336	10
	10,360	08
Credit amount allowed above	9,329	31
This amount subject to decree in personam	1,030	77

WALTER S. CALWELL,
Attorney Named In Mortgage

VS.

BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE

Mr. Clerk:

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 17,535

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

1. Original Mortgage from Billy Gene Hardee and Rebecca Hardee, his wife, to Baltimore Federal Savings and Loan Association, dated December 16, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1446 folio 186.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Lexington 9-6841

FILED

1965 NOV -5 AM 9:16

City and County Form. LIBER 167 PAGE 197 BOOK 1446 PAGE 186 No. 17,535 Equity

This Mortgage, Made this 16th day of December, in the year one thousand, nine hundred and sixty, between

BILLY GENE HARDEE and REBECCA HARDEE, his wife

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TEN THOUSAND EIGHT HUNDRED & 00/100ths ($10,800.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five and one-half (5½%) per cent per annum in the manner following:

By the payment of SIXTY-ONE & 33/100ths ($61.33) Dollars, commencing on the first day of January, 1961, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 14, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County on July 1, 1954, in Plat Book No. 25 folio 12.

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

FILED

1965 NOV -5 AM 9:16

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 9th days of February and August in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of...$125.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Billy Gene Hardee (SEAL)

Billy Gene Hardee

(SEAL)

Rebecca Hardee (SEAL)

Rebecca Hardee

(SEAL)

ROBERT F. VAVRINA

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this...16th...day of ...December..., 19.60.., before me, a Notary Public of said State, personally appeared...

BILLY GENE HARDEE and REBECCA HARDEE, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that the yexecuted the same for the purposes therein contained,

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

AS WITNESS my Hand and Notarial Seal.

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

ROBERT F. VAVRINA Notary Public

My commission expires ...5/1/61...

Rec'd for record Dec 19 1960 at 10:32 A.M. 9.00

Mailed to Callahan & Calwell

Application No.....

Written by.....vdf.....

Approved by..... Examiner

Ready for Record.....

LIBER 167 PAGE 200

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

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

BILLY GENE HARDEE AND
REBECCA HARDEE, HIS WIFE

PETITIONER'S EXHIBIT "NO. 1"

LIBER 167 PAGE 201

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE		ANNE ARUNDEL COUNTY
		In Equity - No. 17,535

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Baltimore Federal Savings and Loan Association,

under the mortgage from Billy Gene Hardee and Rebecca Hardee, his wife,

to Baltimore Federal Savings and Loan Association,

dated the 16th day of December 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1446 Folio 186.

Amount of Mortgage	$10,800.00
Less - amount paid on principal	691.46
	10,108.54
Plus - interest to 10/26/65	179.03
	10,287.57
Less - balance in expense account	33.16
	$10,254.41

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC MD.

Clara M. Link

Clara M. Link, Notary Public

FILED

1965 NOV -5 AM 9:16

6

LIBER 167 PAGE 202

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 17,535

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November, 19 65 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1965 NOV -5 AM 9:16

7

17,535 Equity

Mortgagee and Attorney's Bond.

1-369

LIBER 167 PAGE 203

LIBER 13 PAGE 311

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-1699-65

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND THREE HUNDRED AND NO/100 ----($10,300.00) ------ Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 24th day of November in the year nineteen hundred and sixty-five

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Billy Gene Hardee and Rebecca Hardee, his wife, to Baltimore Federal Savings and Loan Association bearing date the 16th day of December nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1446, Folio 186, ~~xxx~~

Lot No. 14, Block B., Bodkins Plains, Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered
in the presence of

Clara M. Smith
~~xxxxx~~ Witness as to Surety:

C. McDuffie
J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1965 NOV 26 AM 10:14

Bond approved this 26th day of November, 1965

Lewis C. M. Phipps, Clerk

8

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Billy Gene Hardee and Rebecca Hardee, his wife to Baltimore Federal Savings and Loan Association, dated December 16th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No: 1446 folio 186 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., NOV. 30th, 1965 AT THREE P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road — Pasadena Section, and described as follows:

BEING known and designated as Lot No. 14, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County on July 1, 1954, in Plat Book No. 25 folio 12, situate on the westerly side of Lockwood Road, 4th house south of Lake Avenue.

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

9 No. 1

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Uitility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced hot air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney named in Mortgage.

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

N-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 204

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1965

We hereby certify, that the annexed Attorney's Sale No. 17,535 Eq. Billy Gene Hardee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of November, 1965. The first insertion being made the 11th day of November, 1965

FILED
1965 NOV 26 PM 1:59

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 167 PAGE 205

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE	:	In Equity - No. 17,535

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 30th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Mavings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser
CHARLES E. WILLIAMS Vice President

FILED

1965 DEC -3 AM 10:50

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE	:	(In Equity) - No. 17535
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 16th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1446 folio 186 from said Billy Gene Hardee and Rebecca Hardee, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette"a newspaper published in Anne Arundel County, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 30th day of November, 1965 at three P.M ., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 14, in Block B, as laid out and shown on a Plat entitled "Second Revised Plat, Bodkins Plains:, dated February 1953, by James D. Hicks, Surveyor, which Plat is duly recorded among the Land Records of Anne Arundel County in Liber 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 DEC -3 AM 10:49

11

LIBER 167 PAGE 207

CALLAHAN CALWELL & LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Billy Gene Hardee and Rebecca Hardee, his wife to Baltimore Federal Savings and Loan Association, dated December 16th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1446 folio 186 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., NOV. 30th, 1965 AT THREE P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road — Pasadena Section, and described as follows:

BEING known and designated as Lot No. 14, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County on July 1, 1954, in Plat Book No. 25 folio 12, situate on the westerly side of Lockwood Road, 4th house south of Lake Avenue.

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

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Uitility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced hot air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney named in Mortgage

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

N-22

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Six Thousand ($6,000.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of December, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

Walter S. Calwell, . .ty. FOR: MARYLAND G. .ETTE Dec. 9th Edition

LIBER 167 PAGE 209

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. ~~17,353~~ 17,535 Equity

Ordered, this 3rd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

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

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BILLY GENE HARDEE AND REBECCA HARDEE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1966 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

1966 JAN 11 PM 2:21

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,353 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BILLY GENE HARDEE and REBECCA HARDEE, his wife

Ordered, this 3rd day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
D-28

No. M. G. 4793

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 210

FILED
1965 DEC 31 PM 2:23

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. ~~17,353~~ 17,535
Billy Gene Hardee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1966. The first insertion being made the 9th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 167 PAGE 211

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

BILLY GENE HARDEE, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,535 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 21 AM 11:41 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of February, 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

FILED

1966 FEB -8 AM 9:05

14

15

Dr. Mortgaged Real Estate of Billy Gene Hardee and Rebecca Hardee, his wife

LIBER 167 PAGE 212

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

				Cr.	
By	Amount of sale as per Attorney's Report of Sale filed			6,000 00	
By	Interest 6% on deferred payment $5,500.00 from 11/30/65 to 1/12/66			43 00	
By	Adjustment, taxes from 11/30/65 to 6/30/66			112 25	
					6,155 25
To	Attorney for fee, viz	125 00			
To	Attorney for commission, viz	210 00			
				335 00	
To	Attorney for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	28 00			
	Auditor, this account	35 00			
				73 00	
To	Attorney for expenses, viz				
	Capital Gazette Press, Inc.				
	Advertising & Nisi - sale	78 00			
	New Amsterdam Casualty Co. - bond	41 00			
	E. T. Newell & Co., Inc., auctioneer	25 00			
	Notary fees	1 50			
	Adjustment, ground rent, from 8/9/65 to 11/30/65	27 75			
				173 25	
To	Baltimore Federal Savings & Loan Assoc.,				
	Mortgagee on account of mortgage claim	5,574 00			
				5,574 00	
					6,155 25
	Balance due on mortgage as per mortgage claim filed	10,254 41			
	Interest 5½% on principal balance $10,075.38 from 10/27/65 to 2/4/66	149 32			
		10,403 73			
	Credit amount allowed above	5,574 00			
	This amount subject to decree in personam	4,829 73			

ASHBY LEE SHEPHERD
Bristol, Maryland
Complainant

LIBER 167 PAGE 213 NO. 15,193 EQUITY

VS.

IN

BERTHA L. BURNS
1507 West Lombard Street
Baltimore 23, Maryland

THE

BENJAMIN F. RAWLINGS
Prince Frederick, Maryland

WILLIAM EDWARD HODGES, SR.
Prince Frederick, Maryland

CIRCUIT COURT

LEON E. HODGES
3703 Normandy Road
Greensboro, North Carolina

FOR

JOSEPH R. HODGES
Shadyside, Maryland

ANNE ARUNDEL COUNTY

JOHN W. HODGES
7 - Second Avenue
Marley Heights
Glen Burnie, Maryland

WILLIAM EDWARD HODGES
4522 [redacted] Ridge Drive
Baltimore 29, Maryland

ETHEL H. COX
Prince Frederick, Maryland

GLORIA L. VERNON
4522 Ridge Drive
Baltimore 29, Maryland

LaRue BOWEN
LaPlata, Maryland

J. DELL BOWEN
Route 1, Box 4
Annapolis, Maryland

ELIZABETH L. RAWLINGS
Barstow
Calvert County, Maryland

B. WILSON HANCE
7104 Crane Avenue
Jacksonville 11, Florida

HORACE HANCE
c/o Mrs. Charles Simmons
Prince Frederick, Maryland

JAMES HANCE
Address Unknown
Chicago, Illinois

ERNEST HANCE
Address Unknown
Chicago, Illinois

LAVERNE HANCE
Address Unknown

W. ARTHUR RAWLINGS
Route 2, Box 269
Poplar Ridge
Pasadena, Maryland

ELBERT L. RAWLINGS
624 Dunbarton Avenue
Baltimore, Maryland

SADIE SCHUMAN
318 Broadview Boulevard
Glan Burnie, Maryland

FRANK RAWLINGS
106 - 9th Avenue
Baltimore, Maryland

REID RAWLINGS
Prince Frederick, Maryland

NELLIE V. RAWLINGS
309 Cathedral Street
Baltimore, Maryland

MAY I. CUNNINGHAM
Prince Frederick, Maryland

MILBURN RAWLINGS
8006 Harford Road
Baltimore, Maryland

EARL RAWLINGS
Prince Frederick, Maryland

NELSON B. RAWLINGS
Box 107
Quantico, Virginia

SARAH E. SCHOFIELD
Oak Avenue
Garland Park
Glen Burnie, Maryland

VIRGINIA BOWDENHARD
5333 - 4th Street
Brooklyn, Maryland

FLORENCE HUTCHINS
Huntingtown, Maryland

JUANITA WOOD
Calvert County
Barstow, Maryland

BOYD HARDESTY
Calvert County
Huntingtown, Maryland

RAYMOND RAWLINGS
PRINCE FREDERICK, MD } added per Order of Court dated Oct. 1, 1962

2

LUCY S. DORR, 3115 Parkway
Cheverley, Maryland

AND ALL KNOWN HEIRS AND
DEVISEES OF EDWARD HUGH
RAWLINGS, DECEASED, LATE
OF ANNE ARUNDEL COUNTY.

LIBER 167 PAGE 215

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, by his attorneys, William W. Townshend, Jr., and William E. Kirk, respectfully states:

1. That by deed dated April 21, 1858, and recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber N.H.G. 7, Folio 157, James S. Owens and Elizabeth R. Owens, his wife, conveyed a certain parcel of land containing approximately 262.71 acres of land and known as part of "Green's Purchase" and part of "Cowman's Purchase" to Joseph Shepherd, a copy of said deed being attached hereto marked "Exhibit No. 1" and prayed to be made a part hereof.

2. That the said Joseph Shepherd died leaving a Last Will and Testament which is recorded among the records of the Orphans Court for Anne Arundel County in Liber W.F.P. 1, Folio 165 in which he left the aforesaid 262.71 acres purchased from the late James S. Owens to his wife, Priscilla, for life, and upon her death or marriage to his son, John Shepherd, a copy of said Last Will and Testament being attached hereto marked "Exhibit No. 2", and prayed to be made a part hereof; and that the said Priscilla Shepherd has since departed this life.

3. That the said John Shepherd died leaving a Last Will and Testament which is recorded among the records of the Orphans Court for Anne Arundel County in Liber G.T.C. No. 1, Folio 305, Codicil Folio 323, in which he left one-half of the aforesaid 262.71 acres tract to his daughter, Anne Adelaide Rawlings, in fee simple, and the second half to his daughter, Mary Josephine

Shepherd, for life, and upon the death of Mary Josephine Shepherd, to Anne Adelaide Rawlings in fee simple, a copy of said Last Will and Testament being attached hereto marked "Exhibit No. 3" and prayed to be made a part hereof; and the said Mary Josephine Shepherd having predeceased her sister, Anne Adelaide Rawlings.

4. That the said Anne Adelaide Rawlings, a widow, died intestate leaving as her only heir at law her son, Edward Hugh Rawlings, a copy of the Petition for Letters of Administration in the Estate of Anne Adelaide Rawlings being attached hereto and marked "Exhibit No. 4", and prayed to be made a part hereof.

5. That the said Edward Hugh Rawlings died intestate on August 2, 1960, leaving no wife, bodily issue, parent, or brother or sister of a parent, a copy of the Petition for Letters of Administration for the Estate of Edward Hugh Rawlings being attached hereto, marked "Exhibit No. 5", and prayed to be made a part hereof; that the only heirs at law of the said Edward Hugh Rawlings are first cousins or their children, as are set out on "Exhibit No. 5", two of said cousins having died since the death of Edward Hugh Rawlings, namely Clifton Hance, a widower, who died on September 28, 1960, leaving three children surviving him, James Hance, Ernest Hance and Laverne Hance, who is married, her last name being unknown, and that the addresses of said children of Clifton Hance are unknown, but your Orator is informed and therefore avers, that all are non-residents of this state; and Ethel Hodges, who died on May 17, 1961, leaving a husband, William Edward Hodges, Sr., Prince Frederick, Maryland and the following children surviving her: Leon E. Hodges, 3703 Normandy Road, Greensboro, North Carolina, Joseph R. Hodges, Shadyside, Maryland, John W. Hodges, 7 Second Avenue, Marley Heights, Glen Burnie, Maryland, William Edward Hodges, 4522 Ridge Drive, Baltimore 29, Maryland, Ethel H. Cox (married to Charles A. Cox), Prince Frederick, Maryland, Gloria L. Vernon (married to Kenneth R. Vernon), 4522 Ridge Avenue, Baltimore 29, Maryland, and LaRue Bowen (married to Irving A. Bowen), La Plata, Maryland.

6. That the mother of the late Edward Hugh Rawlings, Anne Adelaide Rawlings had a sister, the aforesaid Mary Josephine Shepherd, who predeceased her, dying unmarried, and without issue, and a brother, Ashby Lee Shepherd and a sister-in-law, Daisy Shepherd, both of whom predeceased her; and that Ashby Lee Shepherd, Jr., and Lucy Shepherd Door, are the only children of Ashby Lee Shepherd, Sr., and his wife, Daisy.

7. That the father of the late Edward Hugh Rawlings, Henry E. Rawlings, predeceased his wife, Anne Adelaide Rawlings, and had the following brothers and sisters: J. J. Rawlings, Annie M. Bowen, Laura V. Hance, William M. Rawlings, Holdsworth B. Rawlings, Benjamin T. Rawlings, Kate M. Hardesty, and Fannie S. Hardesty.

8. That J. J. Rawlings and his wife both predeceased the late Edward Hugh Rawlings and left surviving them the following children: Bertha L. Burns, Ethel M. Hodges and Banjamin F. Rawlings.

9. That Annie M. Bowen and her husband both predeceased the late Edward Hugh Rawlings and left surviving them two children, John Dell Bowen and Elizabeth L. Rawlings.

10. That Laura V. Hance and her husband predeceased the late Edward Hugh Rawlings and left surviving them three children, B. Wilson Hance, Horace Hance and Clifton Hance.

11. That William M. Rawlings and his wife predeceased the late Edward Hugh Rawlings and left surviving them the following children: W. Arthur Rawlings, Elbert L. Rawlings, Sadie Schuman, Frank Rawlings, Reid Rawlings, Nellie V. Rawlings, May I, Cunningham and Raymond Rawlings.

12. That Holdsworth B. Rawlings and his wife predeceased the late Edward Hugh Rawlings and left surviving them two children, Milburn Rawlings and Earl Rawlings.

13. That Benjamin T. Rawlings and his wife predeceased the late Edward Hugh Rawlings and left surviving them one child, Nelson B. Rawlings.

14. That Kate M. Hardesty and her husband predeceased the late Edward Hugh Rawlings and left surviving them the following children: Sarah E. Schofield, Virginia Bowdenhard, Florence Hutchins and Juanita Wood.

15. That Fannie S. Hardesty and her husband predeceased the late Edward Hugh Rawlings and left surviving them one child, Boyd Hardesty.

16. That the property in question is not susceptible to partition and must be sold in lieu thereof.

17. That a number of the heirs of the late Edward Hugh Rawlings are non-residents or their address and names are unknown as indicated in Exhibit No. 5, and your Complainant therefore prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

TO THE END, THEREFORE, your Complainant prays:

(a) That a decree may be passed appointing a trustee or trustees for the purpose of selling the aforesaid property at public auction under the direction of this Court.

(b) That the proceeds of sale may be brought into Court for distribution under its order in accordance with the respective rights and interests of the parties hereto.

(c) That this Honorable Court pass an Order of Publication, under the Maryland Rules of Procedure, directed to all of the aforementioned first cousins of Edward Hugh Rawlings, and the spouses and children of first cousins who have departed this life since the death of the late Edward Hugh Rawlings, requiring them to be and appear in this Court on some certain day to be named therein to show cause, if any they may have, why a decree should not be passed as prayed.

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

AND AS IN DUTY BOUND, ETC.

Ashby Lee Shepherd

TOWNSHEND AND KIRK

BY: William E. Kirk

William E. Kirk
Attorney for Ashby Lee Shepherd
Towns-Worth Building
Annapolis, Maryland
COlonial 3-4546

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 17th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ashby Lee Shepherd, and made oath in due form of law that the matters and facts in the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Eleanor M Lacey

Notary Public

This Indenture made this twenty first day of April in the year of our Lord one thousand eight hundred and fifty eight between James S. Owens and Elizabeth R. Owens his wife of Anne Arundel County in the State of Maryland of the one part and Joseph Shepherd of the same County and State aforesaid of the other part Witnesseth that the said James S. Owens and Elizabeth R. Owens his wife for and in consideration of the sum of twenty two thousand three hundred and thirty dollars thirty five cents legal money by the said Joseph Shepherd to them in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained and sold, aliened, enfeoffed release conveyed and confirmed and by these presents do grant bargain and sell alien enfeoff release convey and confirm unto the said Joseph Shepherd his heirs & assigns all those tracts or parts of tracts or parcels of land being part of "Green's Purchase"

(and)

Examined Ed 1-3

Exhibit No 1

and part of "Cowmans Purchase" situate and lying in Anne Arundel County aforesaid and contained within the following metes and bounds courses and distances to wit Beginning for the same at a bounded stone marked G.P. numbered nine standing on the South side of the Public Road leading to Mount Pleasant Ferry being the beginning station of the lands conveyed by Robert Belch of Ben to James S. Owens by deed dated the eighteenth day of May eighteen hundred and thirty and running from thence and bounding on said conveyance as follows South thirty five minutes West one hundred and seventy seven and one half perches to a stone marked G.P. numbered ten thence North eighty nine degrees fifty five minutes East one hundred and ten and one quarter perches to a stone marked G.P. numbered eleven thence due North thirteen and one half perches to a stone and etc. tree standing in a meadow being the beginning station of the lands conveyed by Samuel Shephard to James S. Owens by deed dated the third of November eighteen hundred and thirty five and running from thence & bounding on said conveyance as follows North eighty nine degrees twenty five minutes East one hundred and forty nine and three quarter perches to a bounded walnut tree thence North one degree West ninety eight and one half perches to a large and ancient poplar the original beginning of the land called "Sarah's Purchase" thence running North one degree West twenty one and one half perches thence North thirty two degrees thirty minutes West six and one quarter perches to the aforesaid road leading to Mount Pleasant Ferry thence running down and bounding on said road these several following courses and distances to wit North eighty degrees West fourteen perches North eighty four degrees West nine perches North sixty eight degrees West five perches North forty four degrees West five perches North twenty eight degrees West eight & three quarter perches North forty three degrees thirty minutes West seven and one half perches North fifty six degrees West seven and one half perches North thirty nine degrees West seven perches North fifty three degrees thirty minutes West seven and one half perches South eighty nine degrees thirty minutes West twenty seven perches South seventy seven degrees West four and one half perches, due West one hundred and five perches North sixty eight degrees thirty minutes West eleven and one half perches North eighty degrees thirty minutes West seventeen and one half perches South eighty eight degrees West thirteen and one half perches South seventy eight degrees West eighteen perches thence South thirty six degrees East [illegible] one quarter perches to the beginning stone containing [illegible] two hundred & sixty two acres & seventy one [illegible]

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Each and every one of them. Together with all and singular the Buildings improvements ways rights liberties privileges advantages and appurtenances thereto belonging or in any wise appertaining and all the estate right title and interest thereof property claim & demand whatsoever at Law or in Equity of them the said James S. Owens & Elizabeth R. Owens his wife of in and to the same. To Have and To Hold the said described lot or parcels of ground or parcels of land with all and singular the appurtenances thereunto belonging unto the said Joseph Shepherd his heirs and assigns to the only proper use of the said Joseph Shepherd his heirs and assigns forever. And the said James S. Owens for himself his heirs executors & administrators and for every of them doth hereby covenant promise and agree and with the said Joseph Shepherd his heirs executors & administrators that they the said James S. Owens his heirs executors and administrators the said lot or parcels of land and premises above described and hereinmentioned to be granted (bargained and sold) with the appurtenances unto the said Joseph Shepherd his heirs & assigns shall and will warrant and forever defend by these presents against the claims of all persons whomsoever. In Testimony whereof the said James S. Owens and Elizabeth R. Owens his wife have hereunto set their hands and seals on the day & year first hereinmentioned.

Signed Sealed & Delivered in presence of Wm. Glover Jno. Beatty

J. S. Owens (Seal)
Elizabeth R. Owens (Seal)

State of Maryland Anne Arundel County to Wit

Be it remembered that on this twenty fourth day of April in the year eighteen hundred and fifty eight before me the subscriber a Justice of the Peace of the said State in and for said County personally appeared James S. Owens and Elizabeth R. Owens his wife the said Grantors to me of any own knowledge to be the identical persons named and described as and professing to be the parties granting in the aforegoing deed or Instrument of writing and acknowledged the same to be their act and deed. And I further certify that the said Elizabeth R. Owens wife of the said James S. Owens did sign and seal the said deed or Instrument of writing out of the presence & hearing of her husband and being by me privately examined out of the presence & hearing of her husband whether she doth execute the same voluntarily and freely and without being induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure declared & acknowledged that she did execute and acknowledge the same voluntarily and freely and without being induced to do so by fear or threats of ill usage by her husband or by fear of his displeasure.

Acknowledged before and certified by Wm. Glover
Recorded this 25th day of April 1858.

paid 25 cts

LIBER 167 PAGE 223

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing INDENTURE is truly taken and copied from Liber N.H.G., No. 7, folio 157, 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 18TH day of SEPTEMBER A. D., 1962.

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

10A

In the name of God Amen.
I Joseph Shepherd of Anne Arundel County State of Maryland do make this my last will & testament
1st My Soul I commit to Almighty God. My body to be buried at the discretion of my Executors and after paying all my debts and funeral expences I devise and bequeath as follows
2nd To my wife Priscilla Shepherd I give and devise the Home Farm whereon I now reside bought of the late Lot James S. Owens containing about 243 acres also about 16 acres of land bought of Jo McGill for and during the term of her natural life or widowhood and at her death or second marriage or which ever shall first occur. I give and devise said two tracts of land to my son John Shepherd his heirs and Spigns forever.
3rd To my said wife Priscilla Shepherd I give and bequeath all my household and kitchen furniture livestock farming implements my interest in crops on said farm and all my other articles thereon at the time of my death and also the sum of
3 three thousand dollars
4th I give and devise to my son John Shepherd the farm in said County bought of James Owens Jr containing about 140 acres

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1963 JAN 29 PM 4:47

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also the farm known as the Welch Farm containing about 220 acres to him his heirs and assigns forever.

4th I give & bequeath to my son Edwin Shipshap all of my interest in the crops on the lands mentioned in the last paragraph at the time of my death. Also ninety shares of Farmers N. Bank Stock of Annapolis and twenty shares of the Woodland Bridge Company

5th I give & devise to my son Joseph Shipshap the farm known as the Richard Young farm containing about 226 acres, also a small tract of land about 20 acres bought of Charles Sollars also 7½ acres a part of B.C. Iglehart Estate purchased of Frank Stockett Trustee also the farm known as the Potter Young farm 19½ acres and the piece of woodland about 30 acres known as the Patuxent Fishing to him his heirs and assigns forever.

7th I give and bequeath to my son Joseph Shipshap all my interest in the Crops on the lands mentioned in 4th last paragraph at the time of my death. also One hundred and ten Shares of the Farmers N. Bank of Annapolis and fourteen thousand dollars.

8 I give and bequeath to my four Grand Children Ella, Joseph, Lizzie and George Emmerich the Children of my deceased daughter Mary Lizzie Emmerich the sum of three thousand dollars each, being in all twelve thousand

12

dollars.

9th The rest and residue of My Estate I will ~~and~~ devise and bequeath to my two Sons John and Joseph Shepherd Share and Share alike

10 I constitute and appoint my Sons John & Joseph Shepherd the Executors of this my last will & and testament revoking all will by me here-tofore made

11th I wish that my Executors be excused from the necessity of giving Bond in accordance with the Act of Assembly of January Session 1882 Chapter 315 of the State of Maryland

In testimony whereof I have hereunto set my hand and affixed my seal this twenty eighth of January Eighteen hundred and ninety

J. Shepherds (Seal)

Signed sealed published and declaired by Joseph Shepherd the above named testator as and for his last will and testament in our presence who at his request in his presence and in the presence of each other have hereunto set our hands as witnesses hereto

H. A. Tucker
E. O. Welch
Geo. W. Owens
David Shepherd

13

STATE OF MARYLAND

Anne Arundel County

LIBER 167 PAGE 227

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the Last Will and Testament of Joseph Shepherd *late of said County deceased taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 18th *day of* September *in the year of our Lord, nineteen hundred and ~~fifty~~ sixty-two*

George M. Nutwell

Register of Wills for Anne Arundel County

13A

LIBER 167 PAGE 228

IN THE NAME OF GOD AMEN. I John Shepherd of Anne Arundel County in the State of Maryland,do make publish and declare this to be my last Will and Testament in manner and form following.**** That is to say,after all of my debts and funeral expenses are paid and discharged and suitable markers or granite tombstones are placed at my grave, I give bequeath and devise the rest and residue of my estate real personal or mixed as follows.****

Item 1st.

To my daughter Anne Adelaide Rawlings I give and devise a part of the farm left to me by my father and called and known as parts of Green,s Purchase & Cowman,s Purchase and upon which my two daughters Anne Adelaide & Mary Josephine now reside she my daughter Anne Adelaide to have the west side of said farm it being a part of Green,s Purchase together with the dwelling and all of the out-buildings of every kind on the west side of said farm and west of a line herein-after described and also a piece of woodland lying and situate near Ft.Pleasant and which I purchased of Samuel Gard--ner & wife and containing about 28 acres of land more or less also the farm known as Hopkins Fancy which I bought of Philip H, Tuck Trustee and which formerly belonged to Alexander Owens and containing 139 acres of land more or less,in fee simple.***

Item 2d.

To my daughter Anne Adelaide Rawlings I give and bequeath all stock I own in the 1st,National Bank of Baltimore and a policy of life insurance for $1000.00 in the Mutual Life Insurance Company of New York. all City of Richmond Stock if unpaid before my death absolutely.****

Item 3d.

To my daughter Mary Josephine Shepherd I give and devise a part of the farm left to me by my father and called and known as Green,s Purchase and Cowman,s Purchase and upon which my two daughters

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now reside she my daughter Mary Josephine to have the east side of said farm it being the part of said farm called Cowman,s Purchase together with the big granery the large shedded barn and the tenant house on the east side of said farm for and during her natural life I also give to my daughter Mary Josephine the use of the room she now occupies in the dwelling now occupied by her and her sister for and during her natural life. I also give her my daughter Mary Josephine the right to use fire wood from my Sandy farm a part of the lands called Allen,s Purchase that part lying against the lands of Robert Plummer and The lands formerly belonging to Joshua Humphreys during her natural life I also give her my daughter Mary Josephine all of the stock I own in the Equitable Trust Company of Baltimore all the stock I own in the Baltimore Trust Company all the Stock I own in the 1st National Bank of Southern Maryland, and one policy of $1000.00 Annuiy in the Mutual Life Insurance Co. of New York. my driving horse buggy and harness absolutely.

Inwdividing the above mentioned farm between my two daughters Anne Adelaide and Mary Josephine I wish to begin at a point on the south side of the State road and east side of the private road leading from said State road to the before mentioned dwelling and run with the east side of said private road southerly to a point 20 feet north of the long cow shed thence run easterly parellel to said cowshed far enough so when a straight line is run equi distant between the two graneries (known as the big and little graneries) said straight line will intersect the fence running on the east side of the meadow at a point on the north side of a branch running along the north side of said meadow then running southerly with the line of fencing as it now runs on the east side of said meadow until it intersects the outline of the lands of the late W.Frank Chaney at a point on the east edge of a branch running out of the lands of said Chaney My daughter Anne Adelaide to hold all the lands on the west side of this line and my daughter Mary Josephine to hold all the lands on the east side of this line.

Item 4th.

To my daughter Anne Adelaide Rawlings I give and devise the farm which I gave to my daughter Mary Josephine after her death she the said Anne Adelaide I give and devise said farm in fee simple after the death of my daughter mary Josephine.

Item 5th.

To my son Ashby Lee Shepherd I give and devise the farm I now live on called and known as Billingsham and containing 135 acres of land more or less,also the farm known as the Welch,s farm lying and situate near Bristol Post Office and containing about 220 acres of land more or less also the Sandy Farm being parts of Allen,s Purchase & Clement Hill,s Purchase containing 280 acres more or less in fee simple

Item 6th.

To my son Ashby Lee Shepherd I give and bequeath all of my 125 shares of stock in the Farmers National Bank of Annapolis and all of my stock I hold in the Public Service Company of Northern Illinois all the farming implements and machinery of every description all wagons harness live stock engines mills on my home farm at the time of my death absolutely

Item 7th.

To my daughter-in-law Daisy Shepherd I give and bequeath the sum of one thousand dollars.**

Item 8th.

I give and bequeath to my grand-son Ashby Lee Shepherd son of my Ashby Lee Shepherd the sum of One thousand dollars.**

Item 9th.

To my grand-daughter Lucy N.Shepherd I give and bequeath the sum of One thousand dollars.**

Item 10 th.

I give and bequeath to my grand-son Hugh Rawlings son of my daughter Anne Adelaide Rawlings, Two thousands dollars.**

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Item 11th.

To my son Ashby Lee Shepherd I give and bequeath my silver tea set given to me by my father.**

Item 12th.

All of surveying instruments and surveying books and musical instruments I wish divided between my two grandssons Hugh Rawlings and Ashby Lee Shepherd in no case do I wish any of this sold or loaned out

Item 13TH

The rest andresidue of my property real personal or mixed all money in banks or with bankers in the Central Saving Bank Equitable Trust Company at the time of my death and all household and kitchen furniture of every description I wish to be equally divided among my three children Anne Adelaide Rawlings Mary Josephine Shepherd and Ashby Lee Shepherd they to share and share alike

And lastly I do hereby constitute and appoint my son Ashby Lee Shepherd executor and my daughter Anne Adelaide Rawlings executrix of this my last Will and testament revoking and annulling all former Wills by me heretofore made ratifying and confirming this and none other to be my last Will and testament, It is my wish that my executor and executrix herein named be excused from giving bond.

In testimony whereof I have hereunto set my hand and seal on this 19th day of February in the year 1932

John Shepherd (Seal)

Signed sealed published and declared by John Shepherd the above named testator as and for his last Will and testament in the presence of us who at his request in his presence and in the presence of each other have subscribed our names as witnessees hereto.

Lizzie T. Hopkins
Elizabeth C. Hopkins
Richard D. Hopkins

17

Codicil to my Will.
March 28, 1938
JOHN SHEPHERD
BRISTOL, A. A. CO.
MARYLAND

In consideration of her duties to me as housekeeper Mrs Skelley is entitled to all the black Chickens, two turkey hens and gobblers, the keats to be devided equally between her and Emmie and Josephine Shepherd and Daisy Lucy and Ashby Lee Shepherd

If there be two hundred dollars ($200.00) in the Central Savings Bank of Balto. Maryland, I want that to be given to Mrs Skelley, her personel representatives, heirs or assigns by Ashby Lee Shepherd my executor

In case of the death of

LIBER 167 PAGE 233

Mrs. Skelly, the said property shall be reverted to John Shepherd his heirs or assigns. She shall live there until Jan 1. 1934
John Shepherd Taylor

Witnesses Virginia Shepherd.
Bessie M. Shepherd
Gertrude A. Welch

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament & First Codicil *of* John Shepherd *late of said County deceased taken from* the original *which is filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 18th *day of* September *in the year of our Lord, nineteen hundred and fifty-~~seventy~~ five.*

George M. Nutwell

Register of Wills for Anne Arundel County

19A

LIBER 167 PAGE 234

Petition for Letters of Administration

To the Honorable, the Judges of the Orphans' Court of Anne Arundel County:

In the Matter of the Estate of Annie Adelaide Rawlings, deceased

The petition of Edward Hugh Rawlings
(relationship to deceased)

respectfully showeth:

That Annie Adelaide Rawlings a resident of Anne Arundel County, State of Maryland, departed this life at [redacted] in said County on the Aug 3 day of _____, 19___, leaving no Last Will and Testament that has come to the knowledge or possession of your petitioner; that the decedent left surviving her the following heirs, viz.:

(NOTE:—Here name widow, widower, child, or children, and if none, all the other heirs of deceased, giving their ages and place of residence.)

NAME	ADDRESS	AGE
Edward Hugh Rawlings	Lothian Anne Arundel Co. Md	

That the decedent left real estate as follows (state approximate value):

426 Acres Record on the Assessors Records at $23,085.00

That the decedent left personal property including debts due him as follows (state approximate value)

List of personal property in Mercantile Trust Co to be filed later

Therefore, your petitioner applies for Letters of Administration upon the personal estate of the said decedent and offers _____ as suret

Edward Hugh Rawlings

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, to wit:

Personally appeared Edward Hugh Rawlings Petitioner named in the above application and being duly sworn according to law, did depose and say that the matters and things set forth in the aforegoing petition are true to he best of his knowledge, information and belief.

SWORN AND SUBSCRIBED before me this 4th day of Sept., 19 51

Approved by Order of Court this 4th day of September, 1951.

S/ Owain E. Owens C.J.
S/ Charles G. Hill A.J.
S/ Weems Duvall A.J.

Clarence C. Boswell
Register of Wills for Anne Arundel County.

Deputy

FILED
1962 SEP 21 AM 11:17

TRUE COPY TEST
George M. Boswell
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

FILED
1963 JAN 29 PM 4:47

Exhibit No. 4

20

FILED
DEC 8 1960
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

LIBER 167 PAGE 235

Petition for Letters of Administration

To the Honorable, the Judges of the Orphans' Court of Anne Arundel County:

In the Matter of the Estate of Edward Hugh Rawlings deceased

The petition of Ashby L. Shepherd, Cousin
(relationship to deceased)

respectfully showeth:

That Edward Hugh Rawlings a resident of Anne Arundel County, State of Maryland, departed this life at Anne Arundel County ~~[illegible]~~ on the 1st day of August, 1960, leaving no Last Will and Testament that has come to the knowledge or possession of your petitioner; that the decedent left surviving him the following heirs, viz.:

(NOTE:—Here name widow, widower, child, or children, and if none, all the other heirs of deceased, giving their ages and place of residence.)

Name	Relationship	Address	Age
(SEE LIST ATTACHED)			

That the decedent left real estate as follows (state approximate value): $30.000.00

That the decedent left personal property including debts due him as follows (state approximate value)

$1500.00

Therefore, your petitioner applies for Letters of Administration upon the personal estate of the said decedent and offers Globe Indemnity Company as surety.

Ashby L. Shepherd

TRUE COPY TEST
George M. Maxwell
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, to wit:

Personally appeared Ashby L. Shepherd Petitioner named in the above application and being duly sworn according to law, did depose and say that the matters and things set forth in the aforegoing petition are true to he best of his knowledge, information and belief.

SWORN AND SUBSCRIBED before me this 7th day of December, 1960

Approved by Order of Court this 8" day of Dec. 1960.

S/ Evelyn M. Smith C.J.
S/ Harriet I. Frey A.J.
S/ Allen L. Moreland A.J.

Register of Wills for Anne Arundel County

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Dorothy P. [illegible]
Notary Public

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(Seal)

Examiner

Exhibit No. 5

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	Living Heirs		
J. J. Rawlings, Deceased	Mrs. Bertha L. Burns	-	Daughter
	Mrs. Ethel M. Hodges	-	Daughter
	Benjamin F. Rawlings	-	Son
Mrs. Annie M. Bowen, Deceased	J. Dell Bowen	-	Son
	Mrs. Elizabeth L. Rawlings	-	Daughter
Mrs. Laura V. Hance, Deceased	B. Wilson Hance	-	Son
	Horace Hance	-	Son
	Clifton Hance	-	Son
William M. Rawlings, Deceased	W. Arthur Rawlings	-	Son
	Elbert L. Rawlings	-	Son
	Sadie Schuman	-	Daughter
	Frank Rawlings	-	Son
	Reid Rawlings	-	Son
	Nellie V. Rawlings	-	Daughter
	Mae I. Cunningham	-	Daughter
	Raymond Rawlings	-	Son
Holdsworth B. Rawlings, Deceased	Milburn Rawlings	-	Son
	Earl Rawlings	-	Son
Benjamin T. Rawlings, Deceased	Nelson B. Rawlings	-	Son
Kate M. Hardesty, Deceased	Sarah E. Schofield	-	Daughter
	Virginia Bowdenard	-	Daughter
	Florence Hutchins	-	Daughter
	Juanita Wood	-	Daughter
Fannie S. Hardesty, Deceased	Boyd Hardesty	-	Son
Ashby Lee Shepherd, Sr. Deceased	Ashby L. Shepherd	-	Son
	Lucy S. Dorr	-	Daughter

LIBER 167 PAGE 237

IN THE MATTER OF THE	*	ADMINISTRATION NO. 10,524
ESTATE OF EDWARD HUGH	*	IN THE ORPHANS COURT
RAWLINGS, Deceased	*	FOR
	*	ANNE ARUNDEL COUNTY

* * *

PETITION TO AMEND PETITION FOR LETTERS OF ADMINISTRATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ashby Lee Shepherd, Administrator of the Estate of Edward Hugh Rawlings, Deceased, respectfully shows unto your Honors:

1. That since the death of the late Edward Hugh Rawlings on August 2, 1960, two of his living heirs and first cousins have departed this life; namely, Clifton Hance and Mrs. Ethel M. Hodges, who were reported as heirs in the original Letters of Administration in these proceedings.

2. That inasmuch as the said Clifton Hance and Mrs. Ethel M. Hodges were living at the time of the death of the la Edward Hugh Rawlings their respective spouse and children are entitled to their share of the estate of Edward Hugh Rawlings.

3. That the late Ethel M. Hodges left surviving her husband, William E. Hodges, Sr., Prince Frederick, Maryland, and seven children, Leon E. Hodges, 3703 Normandy Road, Greensboro, North Carolina; Joseph R. Hodges, Shadysido, Maryland; John E. Hodges, 7 Second Avenue, Marley Heights, Glen Burnie, Maryland; William Edward Hodges, 4522 Bay Ridge Drive, Baltimore 22, Maryland; Ethel H. Cox, Prince Frederick, Maryland; Gloria L. Vernon, 4522 Ridge Drive, Baltimore 22, Maryland; LaRue Bowen, La Plata, Maryland; all of whom are adults.

4. That the late Clifton Hance died a widower, leaving three children, James Hance of Chicago, Illinois; Ernest Hance of Chicago, Illinois and Laverne Hance, who has married and whose address is unknown, all of whom are adults.

WHEREFORE, your Petitioner prays that the original Petition for Letters of Administration be amended by deleting the names of Ethel M. Hodges and Clifton Hance, first cousins, and including the names of the aforesaid spouse and children.

AND, AS IN DUTY BOUND, ETC.

s/ Ashby Lee Shepherd
Ashby Lee Shepherd

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17" day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ashby Lee Shepherd, and made oath in due form of law that the matters and facts in the aforegoing Petition to Amend Petition for Letters of Administration are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Seal

S/ Eleanor M. Dollar
Notary Public

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IN THE MATTER OF THE	*	ADMINISTRATION NO. 10,524
ESTATE OF EDWARD HUGH	*	IN THE ORPHANS COURT
RAWLINGS, Deceased	*	FOR
	*	ANNE ARUNDEL COUNTY

* * *

ORDER

Upon the foregoing Petition and Affidavit it is ORDERED this 18th day of September, 1962 by the Orphans Court for Anne Arundel County, that the Petition of Ashby Lee Shepherd for Letters of Administration in the above estate be, and the same is hereby amended to delete the names of Ethel M. Hodges and Clifton Hance, and to add thereto the names of William E. Hodges, Sr., Leon E. Hodges, Joseph R. Hodges, John W. Hodges, William Edward Hodges, Jr., Ethel H. Cox, Gloria L. Vernon, LaRue Bowen, Laverne Hance, James Hance and Ernest Hance.

Judge

S/ Harriet L. Frey
Judge

S/ Allene L. Moreland
Judge

TRUE COPY. TEST.
Ellen-Frances Boettcher
Dep. REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

25

LIBER 167 PAGE 240

ASHBY LEE SHEPHERD Bristol, Maryland Complainant	*	NO. 15,193 EQUITY
VS.	*	IN
BERTHA L. BURNS 1507 West Lombard Street Baltimore 23, Maryland	*	
WILLIAM EDWARD HODGES, SR. Prince Frederick, Maryland	*	THE
LEON E. HODGES 3703 Normandy Road Greensboro, North Carolina	*	CIRCUIT COURT
JOSEPH R. HODGES Shadyside, Maryland	*	
JOHN W. HODGES 7 - Second Avenue Marley Heights Glen Burnie, Maryland	*	FOR
WILLIAM EDWARD HODGES 4522 Ridge Drive Baltimore 29, Maryland (29)	*	ANNE ARUNDEL COUNTY
ETHEL M. COX Prince Frederick, Maryland	*	
GLORIA L. VERNON 4522 Ridge Drive Baltimore 29, Maryland (29)	*	
LaRue BOWEN La Plata, Maryland	*	
J. DELL BOWEN Route 1, Box 4 Annapolis, Maryland	*	
ELIZABETH L. RAWLINGS Barstow Calvert County, Maryland	*	
B. WILSON HANCE 7104 Crane Avenue Jacksonville 11, Florida	*	
HORACE HANCE c/o Mrs. Charles Simmons Prince Frederick, Maryland	*	
JAMES HANCE Address Unknown Chicago, Illinois	*	
ERNEST HANCE Address Unknown Chicago, Illinois	*	

FILED

1962 SEP 21 AM 11:12

26

LAVERNE HANCE
Address Unknown

W. ARTHUR RAWLINGS
Route 2, Box 269
Poplar Ridge
Pasadena, Maryland

ELBERT L. RAWLINGS
624 Dunbarton Avenue
Baltimore, Maryland

SADIE SCHUMAN
318 Broadview Boulevard
Glen Burnie, Maryland

FRANK RAWLINGS
106 - 9th Avenue
Baltimore, Maryland

REID RAWLINGS
Prince Frederick, Maryland

NELLIE V. RAWLINGS
309 Cathedral Street
Baltimore, Maryland

MAY I. CUNNINGHAM
Prince Frederick, Maryland

MILBURN RAWLINGS
8006 Harford Road
Baltimore, Maryland

EARL RAWLINGS
Prince Frederick, Maryland

NELSON B. RAWLINGS
Box 107
Quantico, Virginia

SARAH E. SCHOFIELD
Oak Avenue
Garland Park
Glen Burnie, Maryland

VIRGINIA BOWDENHARD
5333 - 4th Street
Brooklyn, Maryland

FLORENCE HUTCHINS
Huntingtown, Maryland

JUANITA WOOD
Calvert County
Barstow, Maryland

BOYD HARDESTY
Calvert County
Huntingtown, Maryland

LUCY S. DORR
3115 Parkway
Cheverley, Maryland

Benjamin F. Rawlings
Prince Frederick, Maryland

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AND ALL UNKNOWN HEIRS AND
DEVISEES OF EDWARD HUGH
RAWLINGS, DECEASED, LATE
OF ANNE ARUNDEL COUNTY

ORDER OF PUBLICATION

This is to give notice that on the 21st day of September, 1962, a Bill of Complaint was filed in the Circuit Court of Anne Arundel County by the Complainant, Ashby Lee Shepherd, against the Defendants, whose last known addresses are set forth in the heading of this Order. The Petition alleges in substance that the Complainant and Defendants are co-tenants of approximately 262.71 acres of land in the Eighth Election District of Anne Arundel County, formerly known as part of "Green's Purchase" and part of "Cowman's Purchase" conveyed to the late Joseph Shepherd by James S. Owens and Elizabeth R. Owens, his wife, by deed dated April 21, 1858 and recorded among the Land Records of Anne Arundel County in Liber No. N.H.G. 7, Folio 157, and that the property in question is not susceptible to partition and must be sold in lieu thereof.

The relief prayed in the Bill of Complaint is substantially as follows:

That a decree be passed appointing a trustee or trustees for the purpose of selling the aforesaid property at public auction, and the proceeds of such sale be brought into Court for distribution under its Order in accordance with the respective rights and interests of the parties thereto.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County this 21st day of September, 1962, that the Complainant cause a copy of the Order to be inserted in a newspaper published in Anne Arundel County once a week in each of four successive weeks before the 29th day of October, 1962, giving notice to the said non-residence defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 30th day of November, 1962, why a decree should not be passed as prayed.

Lowell M. Phipps
Clerk

28

LIBER 167 PAGE 243

ASHBY LEE SHEPHERD
Bristol, Maryland

Complainant

VS.

BERTHA L. BURNS, et al
1507 West Lombard Street
Baltimore 23, Maryland

Respondents

* * *

NO. 15,193 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

AFFIDAVIT OF CERTIFIED MAIL AND RECEIPT THEREOF

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

I HEREBY CERTIFY, that on this 28th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk, and he made oath in due form of law that a certified letter has been sent to the Defendants Leon E. Hodges, B. Wilson Hance and Nelson B. Rawlings, enclosing a copy of the Bill of Complaint and Order of Publication filed in these proceedings, and that the attached receipts (senders and addressees') were returned on the date indicated.

AS WITNESS my hand and Notarial Seal.

Eleanor M. Dreese
Notary Public

Ashby L Shepherd

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. Leon E. Hodges

STREET AND NO.
3703 Normandy Road

CITY AND STATE
Greensboro, North Carolina

If you want a return receipt, check which
[X] 10¢ shows to whom and when delivered
[ ] 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
[ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

POSTMARK OR DATE

ANNAPOLIS MD. SEP 24 1962

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Mr. Leon E. Hodges

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Sharon Lee Schmidt

DATE DELIVERED
9-25-62

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—16—71546-4 GPO

No. 798336

1962 OCT -1 PM 2:32

29

LIBER 167 PAGE 244

No. 798338

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. B. Wilson Hance

POSTMARK OR DATE

STREET AND NO.
7104 Crane Avenue

CITY AND STATE
Jacksonville 11, Florida

If you want a return receipt, check which
[X] 10¢ shows to whom and when delivered
[ ] 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
[ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

B. Wilson Hance

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
1-26-62

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—16—71548-4 GPO

No. 798337

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. Nelson B. Rawlings

POSTMARK OR DATE

STREET AND NO.
Box 107

CITY AND STATE
Quantico, Virginia

If you want a return receipt, check which
[X] 10¢ shows to whom and when delivered
[ ] 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
[ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
1-26-62

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—16—71548-4 GPO

ASHBY LEE SHEPHERD
Bristol, Maryland

Complainant

VS.

BERTHA L. BURNS, et al
1507 West Lombard Street
Baltimore 23, Maryland

Respondents

LIBER 167 PAGE 245

NO. 15,193 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

MOTION TO AMEND BY INTERLINEATION

The Complainant, Ashby Lee Shepherd, by his attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully states:

That in Paragraph Eleven of the Bill of Complaint filed in these proceedings, one of the parties in interest, Raymond Rawlings, of Prince Frederick, Maryland, is named but his name was inadvertently omitted from the heading of the pleadings and thus no Writ of Subpoena to him has been issued by the Clerk.

WHEREFORE, the Complainant moves that the Bill of Complaint be amended by interlineation, by inserting the name of "Raymond Rawlings, Prince Frederick, Maryland", in the heading of the Bill, and further that the Clerk be instructed to issue a Writ of Subpoena to the said Raymond Rawlings, serving upon him a copy of the Bill of Complaint as amended.

TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk
Attorneys for Complainant
Towns-Worth Building
South Street
Annapolis, Maryland

FILED

1952 OCT -1 PM 12:34

30

ASHBY LEE SHEPHERD
Bristol, Maryland

Complainant

VS.

BERTHA L. BURNS, et al
1507 West Lombard Street
Baltimore 23, Maryland

Respondents

* NO. 15,193 EQUITY

LIBER 167 PAGE 246

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* * *

ORDER

Upon the aforegoing Motion, it is this 1st day of October, 1962, by the Circuit Court of Anne Arundel County, in Equity, ORDERED that the Bill of Complaint filed herein be and the same is hereby amended by interlineation by adding the name of "Raymond Rawlings, Prince Frederick, Maryland" to the heading of the Bill.

And it is further ORDERED that the Clerk issue a Writ of Subpoena to Raymond Rawlings and cause to be served upon him a copy of the amended Bill of Complaint.

George Sachse
Judge

FILED

1962 OCT -1 PM 3:45

31

ASHBY LEE SHEPHERD LIBER 167 PAGE 247 IN THE CIRCUIT COURT

vs. * FOR ANNE ARUNDEL COUNTY

BERTHA L. BURNS, ET AL * EQUITY NO. 15,193

ANSWER OF J. DELL BOWEN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, J. Dell Bowen, by his Attorney, C. Maurice Weidemeyer, for answer to the Bill of Complaint filed herein says as follows:

Paragraphs 1 through 17, inclusive: He believes that the Paragraphs 1 through 17, inclusive, correctly state the facts;and further answering said Bill of Complaint, he believes that it is for the best interests for all parties herein that the property mentioned in the Bill of Complaint be sold and that the proceeds of same be divided among the persons entitled thereto.

J. Dell Bowen
J. Dell Bowen

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
COlonial 8-5049
Attorney for Respondent, J. Dell Bowen

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. DELL BOWEN, and made oath in due form of law that the matters and facts in the aforegoing Answer are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Mary Harrison
Mary Harrison - Notary Public

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 2nd day of October, 1962, I mailed a copy of the aforegoing Answer, postage prepaid, to William E. Kirk, Attorney for Ashby Lee Shepherd, Towns-Worth Bldg., South St., Annapolis, Md.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

32

ASHBY LEE SHEPHERD,
Bristol, Maryland
Complainant

Vs.

BERTHA L. BURNS
1507 West Lombard Street
Baltimore 23, Maryland

ET ALS

LIBER 167 PAGE 248

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,193 EQUITY

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

ANSWER OF HORACE HANCE, DEFENDANT, TO COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

HORACE HANCE, one of the above Defendants in answer to paragraphs of said Complaint in numerical order says:

1. That in answer to allegations of Paragraphs 1 to 9 inclusive, said Defendant avers that he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in said paragraphs.

2. That he admits the allegations contained in Paragraph 10.

3. That he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 10 to 15 inclusive.

4. That he admits the allegations contained in Paragraph 16.

5. That he is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17.

And having fully answered said Complaint, he prays that the same be submitted to This Honorable Court for Its equitable jurisdiction.

AND AS IN DUTY BOUND, ETC.

Philander B. Briscoe

Philander B. Briscoe
Attorney for Horace Hance,
Defendant.
436 Equitable Bldg. (2)
PLaza 2-1403

33

CERTIFICATE OF SERVICE

I hereby certify that I mailed copy of within Answer to William E. Kirk, Esquire, Attorney for Plaintiff at Townsworth Building, South Street, Anne Arundel County, Annapolis, Maryland.

Philander B. Briscoe,
Attorney for Horace Hance,
Defendant

34

LIBER 167 PAGE 250

ASHBY LEE SHEPHERD	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
BERTHA L. BURNS, ET AL	*	EQUITY NO. 15,193

ANSWER OF JOSEPH R. HODGES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, Joseph R. Hodges, by his Attorney, C. Maurice Weidemeyer, for answer to the Bill of Complaint filed herein says as follows:

Paragraphs 1 through 17, inclusive: He believes that the Paragraphs 1 through 17, inclusive, correctly state the facts; and further answering said Bill of Complaint, he believes that it is for the best interests for all parties herein that the property mentioned in the Bill of Complaint be sold and that the proceeds of same be divided among the persons entitled thereto.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
COlonial 8-5049
Attorney for Joseph R. Hodges

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 15th day of October, 1962, I mailed a copy of the aforegoing Answer, postage prepaid, to William E. Kirk, Attorney for Ashby Lee Shepherd, Towns-Worth Building, South Street, Annapolis, Maryland.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

FILED

1962 OCT 15 PM 1:03

35

ASHBY LEE SHEPHERD LIBER 167 PAGE 251

Complainant

vs.

BERTHA L. BURNS, etc

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

No. 15,193 EQUITY

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondents, Elbert L. Rawlings and Sadie Schuman, by their solicitor, H. Clifton Owens, in answering the Bill of Complaint filed against them, respectfully say:

1. That the allegations contained in Paragraphs 1, 2 and 3, insofar as they set out facts having to do with the recording of certain deeds and certain wills, contain matters not within the knowledge of the Respondents and the same is true of references to the recording of deeds and wills in all other paragraphs in the said Bill of Complaint and therefore Respondents deny all such allegations and demand strict proof thereof.

2. That in further answering the said Bill of Complaint, your Respondents admit all matters of pedigree set out in the said Bill of Complaint.

To the end, therefore, your Respondents pray:

1. That the said Bill of Complaint filed against them be dismissed with costs.

2. That your Respondents have such other and further relief as their case may call for.

Elbert L. Rawlings
Elbert L. Rawlings

Sadie Schuman
Sadie Schuman
Respondents

H. Clifton Owens
H. Clifton Owens
Attorney for Respondents

36

2514 Maryland Avenue
Baltimore 18, Maryland
Belmont 5-5039

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I hereby certify that on this 11 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 Elbert L. Rawlings, and made oath in due form of lawthat the matters and facts in the aforegoing Answer are true to the best of his knowledge and belief.

MY COMMISSION EXPIRES MAY 6, 1963

James R. Martin
Notary Public

STATE OF MARYLAND
TO WIT:
ANNE ARUNDEL COUNTY

I hereby certify that on this 8th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Sadie Schuman, and made oath in due form of lawthat the matters and facts in the aforegoing Answer are true to the best of her knowledge and belief.

MY COMMISSION EXPIRES MAY 6, 1963

Emily P. Evans
Notary Public

I hereby certify that a copy of the within Answer was mailed this 15th day of October, 1962, to William E. Kirk, Esq., Attorneys for Complainant, Towns-Worth Building, South Street, Annapolis, Maryland.

H. Clifton Owens
H. Clifton Owens
2514 Maryland Ave
Baltimore 18 Md
Bel 5-5039

37

ASHBY LEE SHEPHERD

LIBER 167 PAGE 253

Complainant

vs.

Bertha L. Burns

et al

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

No. 15,193 Equity

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondents, Milburn Rawlings by their solicitor, H. Clifton Owens, in answering the Bill of Complaint filed against them, respectfully say:

1. That the allegations contained in Paragraphs 1, 2 and 3, insofar as they set out facts having to do with the recording of certain deeds and certain wills, contain matters not within the knowledge of the Respondents and the same is true of references to the recording of deeds and wills in all other paragraphs in the said Bill of Complaint and therefore Respondents deny all such allegations and demand strict proof thereof.

2. That in further answering the said Bill of Complaint, your Respondents admit all matters of pedigree set out in the said Bill of Complaint, however in Paragraph 11 of the Bill of Complaint Raymond Rawlings is rightfully named as one of the survivors of William H, Rawlings but he is not listed as one of the defendants in the title of the suit, and in Paragraph 13 the wife of Benjamin T. Rawlings is said to be deceased but she is still living and her name is Blanche Rawlings.

To the end, therefore, your Respondents pray:

1. That the said Bill of Complaint filed against them be dismissed with costs.

2. That your Respondents have such other and further relief as their case may call for.

Milburn Rawlings

8006 Harford Road

Baltimore 34 Md

H. Clifton Owens

H. Clifton Owens
Attorney for Respondents

38

214 Maryland Avenue
Baltimore 18, Maryland
Belmont 5-5039

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I hereby certify that on this 18th 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 Milburn Marbury and made oath in due form of law that the matters and facts in the aforegoing Answer are true to the best of knowledge and belief.

MY COMMISSION EXPIRES MAY 6, 1963

James H. Scarlett, Jr.
Notary Public

STATE OF MARYLAND
TO WIT:

I hereby certify that on this day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for the aforesaid, personally appeared and made oath in due form of law that the matters and facts in the aforegoing Answer are true to the best of knowledge and belief.

Notary Public

I hereby certify that a copy of the within Answer was mailed this 15th day of October, 1962, to William E. Kirk, Esq., Attorney for Complainant, Towns-Worth Building, South Street, Annapolis, Maryland.

H. Clifton Owens

37

ASHBY LEE SHEPHERD LIBER 167 : PAGE 255

Complainant

vs.

Bertha L. Burns

et al

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

No. 15,193 Equity

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondents, W. Arthur Rawlings by his solicitor, H. Clifton Owens, in answering the Bill of Complaint filed against them, respectfully say:

1. That the allegations contained in Paragraphs 1, 2 and 3, insofar as they set out facts having to do with the recording of certain deeds and certain wills, contain matters not within the knowledge of the Respondents and the same is true of references to the recording of deeds and wills in all other paragraphs in the said Bill of Complaint and therefore Respondents deny all such allegations and demand strict proof thereof.

2. That in further answering the said Bill of Complaint, your Respondents admit all matters of pedigree set out in the said Bill of Complaint, however in Paragraph 11 of the Bill of Complaint Raymond Rawlings is rightfully named as one of the survivors of William H, Rawlings but he is not listed as one of the defendants in the title of the suit, and in Paragraph 13 the wife of Benjamin T. Rawlings is said to be deceased but she is still living and her name is Blanche Rawlings.

To the end, therefore, your Respondents pray:

1. That the said Bill of Complaint filed against them be dismissed with costs.

2. That your Respondents have such other and further relief as their case may call for.

W. Arthur Rawlings

W. Arthur Rawlings

H. Clifton Owens

H. Clifton Owens
Attorney for Respondents

40

214 Maryland Avenue
Baltimore 18, Maryland
Belmont 5-5039

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I hereby certify that on this 16th 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 W. Arthur Rawlings and made oath in due form of law that the matters and facts in the aforegoing Answer are true to the best of his knowledge and belief.

Wm B Stewart
Notary Public

STATE OF MARYLAND
TO WIT:

I hereby certify that on this day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for the aforesaid, personally appeared and made oath in due form of law that the matters and facts in the aforegoing Answer are true to the best of knowledge and belief.

Notary Public

I hereby certify that a copy of the within Answer was mailed this 16 day of October, 1962, to William E. Kirk, Esq., Attorney for Complainant, Towns-Worth Building, South Street, Annapolis, Maryland.

H. Clifton Owens
H. Clifton Owens

41

In The Circuit Court
For
Anne Arundel County
No. 15,193 Equity

ASHBY LEE SHEPHERD
Bristol, Maryland
Complainant
BERTHA L. BURNS
1507 West Lombard Street
Baltimore 23, Maryland
WILLIAM EDWARD HODGES, SR.
Prince Frederick, Maryland
LEON E. HODGES
3703 Normandy Road
Greensboro, North Carolina
JOSEPH R. HODGES
Shady Side, Maryland
JOHN W. HODGES
7 Second Avenue
Marley Heights
Glen Burnie, Maryland
WILLIAM EDWARD HODGES
4522 Ridge Drive
Baltimore 29, Maryland
ETHEL H. COX
Prince Frederick, Maryland
GLORIA L. VERNON
4522 Ridge Drive
Baltimore 29, Maryland
LARUE BOWEN
La Plata, Maryland
J. DELL BOWEN
Route 1, Box 4
Annapolis, Maryland
ELIZABETH L. RAWLINGS
Barstow
Calvert County, Maryland
B. WILSON HANCE
7104 Crane Avenue
Jacksonville 11, Florida
HORACE HANCE
c-o Mrs. Charles Simmons
Prince Frederick, Maryland
JAMES HANCE
Address Unknown
Chicago, Illinois
ERNEST HANCE
Address Unknown
Chicago, Illinois
LAVERNE HANCE
Address Unown
W. ARTHUR RAWLINGS
Route 2, Box 269
Poplar Ridge
Pasadena, Maryland
ELBERT L. RAWLINGS
624 Dunbarton Avenue
Baltimore, Maryland
SADIE SCHUMAN
318 Broadview Boulevard
Glen Burnie, Maryland
FRANK RAWLINGS
106-9th Avenue.
Baltimore, Maryland
REID RAWLINGS
Prince Frederick, Maryland
NELLIE V. RAWLINGS
309 Cathedral Street
Baltimore, Maryland
MAY I. CUNNINGHAM
Prince Frederick, Maryland
MILBURN RAWLINGS
8006 Harford Road
Baltimore, Maryland
EARL RAWLINGS
Prince Frederick, Maryland
NELSON B. RAWLINGS
Box 107
Quantico, Virginia
SARAH E. SCHOFIELD
Oak Avenue
Garland Park
Glen Burnie, Maryland
VIRGINIA BOWDENHARD
5333 - 4th Street
Brooklyn, Maryland
FLORENCE HUTCHINS
Huntingtown, Maryland
JUANITA WOOD
Calvert County
Barstow, Maryland
BOYD HARDESTY
Calvert County
Huntingtown, Maryland
LUCY S. DORR
3115 Parkway
Cheverley, Maryland
BENJAMIN F. RAWLINGS
Prince Frederick, Maryland
AND ALL UNKNOWN HEIRS AND DEVISEES OF EDWARD HUGH RAWLINGS, DECEASED, LATE OF ANNE ARUNDEL COUNTY

42

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 257

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 6*, 1962

We hereby certify, that the annexed

Order of Publication

Eq. 15,193

Bertha L. Burns

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *29th* day of *October*, 1962. The first insertion being made the *22th* day of *September*, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tildghsman*

Order Of Publication

This is to give notice that on the 21st day of September, 1962, a Bill of Complaint was filed in the Circuit Court of Anne Arundel County by the Complainant, Ashby Lee Shepherd, against the Defendants, whose last known addresses are set forth in the heading of this Order. The Petition alleges in substance that the Complainant and Defendants are cotenants of approximately 262.71 acres of land in the Eighth Election District of Anne Arundel County, formerly known as part of "Green's Purchase" and part of "Cowman's Purchase" conveyed to the late Joseph Shepherd by James S. Owens and Elizabeth R. Owens, his wife, by deed dated April 21, 1858 and recorded among the Land Records of Anne Arundel County in Liber No. N.H. G. 7, Folio 157, and that the property in qeustion is not susceptible to partition and must be sold in lieu thereof.

The relief prayed in the Bill of Complaint is substantially as follows:

That a decree be passed appointing a trustee or trustees for the purpose of selling the aforesaid property at public auction, and the proceeds of such sale be brought into Court for distribution under its Order in accordance with the respective rights and interests of the parties thereto.

WHEREUPON, It is ORDERED by the Circuit Court for Anne Arundel County this 21st day of September, 1962, that the Complainant cause a copy of the Order to be inserted in a newspaper published in Anne Arundel County once a week in each of four successive weeks before the 29th day of October, 1962, giving notice to the said non-residence defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 30th day of November, 1962, why a decree should not be passed as prayed.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-18

ASHBY LEE SHEPHERD

Complainant

vs.

Bertha L. Burns et al

Defendant /

LIBER 167 PAGE 259

IN THE

CIRCUIT COUR_T FOR

ANNE ARUNDEL COUNTY

No. 15,193 Equity

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent N·ellie V. Rawlings by their solicitor, H. Clifton Owens, in answering the Bill of Complaint filed against her , respectfully says :

1. That the allegations contained in Paragraphs 1, 2 and 3, insofar as they set out facts having to do with the recording of certain deeds and certain wills, contain matters not within the knowledge of the Respondent and the same is true of references to the recording of deeds and wills in all other paragraphs in the said Bill of Complaint and therefore Respondent deniesall such allegations and demand strict proof thereof.

2. That in further answering the said Bill of Complaint, your Respondent admit all matters of pedigree set out in the said Bill of Complaint except that in Paragraph 11 the name of Ray Rawlings is included as one of the heirs; however, he is not joined as a party defendant in the title to the suit and in Paragraph 13 the wife of Benjamin Rawlings is said to be deceased but, as a matter of fact, his wife, Blanche Rawlings, is still living,

TO THE END, THEREFORE, YOUR RESPONDENT PRAYs :

1. That the said Bill of Complaint filed against be dismissed with costs.

FILED

1962 NOV 13 AM 9:36

43

LIBER 167 PAGE 260

Nellie V. Rawlings

NELLIE V. RAWLINGS

H. Clifton Owens

H. Clifton Owens
Attorney for Respondent
2514 Maryland Avenue
Baltimore 18, Maryland
Belmont 5 5039

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I hereby certify that on this 7th day of Nov. , 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Nellie V. Rawlings , and made oath in due form of law that the matters and facts in the aforegoing Answer are true to the best of knowledge and belief.

Warren V. Collins

Notary Public

I hereby certify that a copy of the within Answer was mailed this 12 day of November, 1962, to William E. Kirk, Esq., Attorneys for Complainant, Towns worth Building, South Street, Annapolis, Maryland.

H. Clifton Owens

H. Clifton Owens

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LIBER 167 PAGE 261

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ASHBY LEE SHEPHERD	:	
Complainant	:	
Vs.	:	EQUITY No. 15,193
BERTHA L. BURNS, et al	:	
Defendants	:	

ANSWER

The answer of W. Arthur Rawlings, Elbert L. Rawlings, Sadie Schuman, Frank Rawlings, Reid Rawlings, Nellie V. Rawlings, May I. Cunningham, Raymond Rawlings, Earl Rawlings, Nelson B. Rawlings, Florence Hutchins, Boyd Hardesty, Juanita Wood and Elizabeth L. Rawlings, fourteen of the Defendants in the within cause, by Perry G. Bowen, Jr., their Solicitor, respectfully represents unto Your Honors:

Answering Paragraphs Numbered One through Seventeen of the within Bill of Complaint, these Defendants admit the matters and facts set forth therein and submit their rights in the premises to the protection of this Honorable Court.

WHEREFORE, having fully answered the matters and facts set forth in said Bill of Complaint, these Defendants pray that they may hence be dismissed with their proper costs.

And, as in duty bound, etc.

Perry G. Bowen, Jr.

Perry G. Bowen, Jr.
Solicitor for Defendants
Prince Frederick, Maryland
Telephone: Pr. Fred. 162

FILED

1962 DEC -6 AM 10:00

45

LIBER 167 PAGE 262

CERTIFICATE OF SERVICE

I hereby certify that a copy of the aforegoing Answer was mailed to William E. Kirk, Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, Attorney for Complainant, this 5th day of December, 1962.

Perry G. Bowen, Jr.

Perry G. Bowen, Jr.

4C

ASHBY LEE SHEPHERD LIBER 167 PAGE 263 NO. 15,193 EQUITY

Complainant * IN THE CIRCUIT COURT

VS. * FOR

BERTHA L. BURNS, etal * ANNE ARUNDEL COUNTY

Respondents *

* * * * *

DECREE PRO CONFESSO

The Respondents, Bertha L. Burns, Benjamin F. Rawlings, William Edward Hodges, Sr., John W. Hodges, William Edward Hodges, Ethel H. Cox, Gloria L. Vernon, LaRue Bowen, Sarah E. Schofield, Virginia Bowdenhard, Lucy S. Dorr, having been duly summoned; the Respondents, James Hance, Ernest Hance, Laverne Hance, after order of publication duly published; the Respondents, Leon E. Hodges, B. Wilson Hance, after order of publication duly served, having failed to appear to the bill of complaint and answer same according to the command of said order of publication or writ of summons.

It is, thereupon, this 10 day of December, 1962, 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 respondents.

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 due notice to parties~~. OBD 12/10/62

V. Bowen Duckett
Judge

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ASHBY LEE SHEPHERD LIBER 167 PAGE 264 NO. 15,193 EQUITY

Complainant *

VS. * IN THE CIRCUIT COURT

BERTHA L. BURNS, etal *

FOR

Defendants *

* ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT OF EFFORT TO LOCATE DEFENDANTS

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

I HEREBY CERTIFY that on this 27th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law that he was unable to obtain the address of one of the heirs of Edward Hugh Rawlings, namely Clifton Hance, from Ashby Lee Shpeherd, the Complainant in these proceedings, and therefore contacted Perry G. Bowen, Jr. Esquire, who had previously forwarded the names and addresses of the Rawlings family; that in response, Perry G. Bowen, Jr., forwarded a copy of a letter dated July 11, 1962 from Horace Hance, Sr., brother of Clifton Hance, who advised that Clifton Hance died a widower, on September 28, 1960, leaving two sons and a daughter and that the sons' names are James and Ernest, and the daughter's, Laverne, and whose married name is unknown, all of whom were living in the Chicago, Illinois area at last knowledge; and that your affiant has received no further information as to the address or present whereabouts of the defendants, James Hance, Ernest Hance and Laverne Hance.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED 1962 DEC 27 AM 9:30

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LIBER 167 PAGE 265

ASHBY LEE SHEPHERD,	*	IN
COMPLAINANT	*	THE CIRCUIT COURT
VS.	*	FOR
BERTHA L. BURNS, et al	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO.15,193 EQUITY

* * * *

TESTIMONY ON BEHALF OF COMPLAINANT

December 27, 1962

Present:

Mr. William E. Kirk, Solicitor for Complainant

Mr. Perry G. Bowen, Jr., Solicitor for Defendants

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

T. Carroll Worthington, pages 2 - 6.

Fred E. Voges, pages 7 - 9.

Boyd Hardesty, pages 10 - 15.

Ashby Lee Shepherd, Jr., pages 16 - 21.

FILED

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(LETTER DATED DECEMBER 26, 1962, FROM H. CLIFTON OWENS ACKNOWLEDGING RECEIPT OF NOTICE OF TAKING OF TESTIMONY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(LETTER DATED DECEMBER 17, 1962, FROM PHILANDER B. BRISCOE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(Mr. Klawans)

Mr. Weidemeyer states that he waives presence and cross-examination.

T. CARROLL WORTHINGTON, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Kirk)

1 Will you state your name, address and occupation?

A T. Carroll Worthington, Realtor, Townsworth Building.

2 How long have you been a realtor, Mr. Worthington?

A Since 1923.

3 And who are some of your representative clients?

A U. S. Government, State, County, Annapolis City, banks, building associations.

4 Are you familiar with farm property in Anne Arundel County?

A I am.

5 And in the Bristol area?

A I am.

6 Have you had the opportunity to look at and appraise approximately two hundred and sixty two acres near Bristol, which was conveyed originally to Joseph Shepherd by James S. Owens and Elizabeth R. Owens, in 1858?

A I have seen it. I saw it in January, 1961, and again on December 13th, 1962.

50

7 Could you describe this property?

A This property consist of a two hundred and sixty-two acres, about one-fourth of it is not workable on account of topography. It does not lie along the road except for about three hundred feet, as the line follows the old county road. It's improved by a main dwelling, three tenant houses, five tobacco barns, one stable, one shop, one corn house, three sheds, and there's several out buildings and chicken houses which don't add much value to the property.

8 Is it my understanding that the property line at one time bordered the county road, which has been changed?

A That's what we were told when we inspected the property.

9 And the fence is along the old county road and not along the main road now. But there is three hundred feet that fronts on the current road?

A That's right.

(Mr. Klawans)

10 And the old county road still exist?

A No, it's not open, but you can see just where it was. I think when they straightened it out, the new road, that they just cut off from the old county road in order to straighten it out.

11 So that except for three hundred feet the land fronts on no road whatsoever?

A That is right.

(Mr. Kirk)

12 What, in your opinion, is the fair market price of this property?

A In my opinion, the fair market price is Thirty Four Thousand

57

Dollars ($34,000.00).

13 And how did you arrive at that?

A By using other sales, comparable sales in that neighborhood over the last few years.

14 Have you broken it down to land and buildings?

A No, we have not.

15 Are you aware that there are approximately thirty five heirs who have some title to this property?

A Yes.

16 Do you believe that the property is susceptible to partition?

A It could not be partitioned.

(Mr. Bowen)

No questions.

(Mr. Kirk)

17 Mr. Worthington, can this property be divided into small parcels and sold individually?

A In my opinion, it could not.

18 Why?

A There are too many heirs. There would be no way in the world that you could get thirty five people to agree what part they wanted.

19 I don't mean it that way, sir. What I mean, could you divide it in, say, twenty parcels and sell each parcel off individually? Would it bring a better price?

A I don't think it would.

20 Why?

A Well, in a lot of cases, from the road down you go down into a gutter in order to come off of the road to the property, and there's practically about three hundred feet there that you

52

can really get into the farm.

21 Would there be any zoning problems?

A There would be. As soon as you cut it into two or three places you would have to have a survey of the whole thing, and platted as a subdivision.

(Mr. Klawans)

22 Develop it as a subdivision with hard surface roads and so forth?

A It would all have to be put in, forty foot hard top roads, drainage, curbs.

(Mr. Kirk)

23 Is this area, at this time, susceptible to a subdivision? Would there be a demand for a subdivision in this area?

A I would say not. I think it's highest utility is a farm.

24 In your opinion, would it be to the advantage of everyone present to put this property up for public sale?

A I would say, yes.

25 You think it would be better to place it for public sale than private sale?

A I think so.

(Mr. Klawans)

26 Why is a public sale better than a private sale?

A I would say you would get a higher bid for the property at public sale than at private sale.

27 And why is it to the advantage of everybody concerned that the property be sold?

A Unless that property is sold very soon it will deteriorate quite a bit by not being worked and taken care of.

573

(Mr. Bowen)

No questions.

(Mr. Klawans)

28 One more question, Mr. Worthington. Your experience as a realtor has been in Anne Arundel County?

A It has, and at one time I didn't sell anything but farms, up to 1946.

29 But you are a realtor of Anne Arundel County with offices in Annapolis, and have been for the past twenty five years?

A That's right.

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . No

Signature . . . . . [signature]

55

FRED E. VOGES, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Kirk)

1 Would you state your name, address and occupation?

A Fred E. Voges, Realtor, 4 Church Circle, Annapolis, Maryland.

2 How long have you been a realtor?

A Twenty nine years a realtor in Anne Arundel County and Annapolis.

(Mr. Bowen)

For the record, I will stipulate that Mr. Voges is a qualified real estate appraiser, familiar with values in this area.

(Mr. Klawans)

3 You're familiar with values of real estate in Anne Arundel County, and in the vicinity of the farm just mentioned?

A I am.

4 And you made an inspection of it and an appraisal?

A I made an inspection of the property, first, with Mr. Worthington on January 19, 1961, and again on December 13, 1962.

(Mr. Kirk)

5 Is the property described --- would you describe the property as Mr. Worthington has previously described it?

A Yes, I would.

6 What, in your opinion, is the fair market price for this property?

A In my opinion, the fair market price for this property is Thirty Four Thousand Dollars ($34,000.00).

SZ

7 And on what do you base this?

A I base this opinion on comparable sales of farms in this neighborhood and my general knowledge of farm values.

8 Are you aware that there are thirty five heirs to this property?

A Yes, I am.

9 Do you believe that the property is susceptible to partition between those heirs?

A No, definitely not.

10 Would the property be sold at a higher price as a whole or divided into parcels?

A I feel it would bring a higher price if it were sold as a whole.

11 And on what do you base this opinion?

A Well, several things, in the first place, it would divide up very poorly for sale; in the second place, access to it from the main road is only possible in about three hundred feet, the rest of it being cut off by deep gulleys from the road; and also by the residue of the old farm between the old and the new roads. And, in addition to that, I believe there would be a zoning problem if it were divided up into a considerable number of small pieces.

12 What is it's highest use value at this present time?

A At the present time it's highest use is a farm.

13 Will further delay in the sale of the property have any effect on the value?

A I would think further delay would materially reduce the value of the property in as much as the fields would grow up if not worked, and the buildings would deteriorate very rapidly.

57

14 Is the property located in an area in which you expect residential development in the near future?

A I would say not in any time in the future that I can visualize.

(Mr. Klawans)

15 Is it to the advantage of all parties in interest that the property be sold?

A Yes, I would say definitely yes.

(Mr. Bowen)

No questions.

QUESTION BY THE EXAMINER:

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

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

Answer. . . . No . . . . . .

Signature Fred E. Voges

BOYD HARDESTY, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Kirk)

1 Would you state your name, address and occupation?

A Boyd Hardesty, Prince Frederick. Well, I'm not doing anything now.

2 You're retired?

A Not retired, but I've been sick for sometime.

3 What relationship are you to Edward Hugh Rawlings?

A Cousin.

4 And I wonder if you could tell us who Hugh's mother and father were?

A His father was Henry Rawlings, and his mother was Anne Adelaide Rawlings.

5 And when did Mr. Henry Rawlings die?

A I couldn't tell you.

6 Did he predecease his wife, Anne Adelaide?

A Yes, he did.

7 And Anne Adelaide predeceased Hugh?

A Yes, that's right.

8 Now, who were Henry's brothers and sisters?

(Mr. Klawans)

9 Did he leave a Will?

A I wouldn't know. His brothers and sisters were J. J. Rawlings, Annie M. Bowen, Laura V. Hance, William M. Rawlings, Holdsworth B. Rawlings, Benjamin T. Rawlings, Kate M. Hardesty and Fannie S. Hardesty.

10 Those are Mr. Henry Rawlings' brothers and sisters?

A That's right, yes.

(Mr. Kirk)

11 Are any of those that you've just named still living?

A No, sir.

12 They've all died?

A All died.

13 Now, I wonder if you could tell us who the children of J. J. Rawlings were?

(Mr. Klawans)

14 Did Henry Rawlings' father and mother die before he did?

A Yes.

15 Did Henry Rawlings leave a widow surviving him?

A Yes.

16 Did Henry Rawlings leave any children surviving?

A Just the one, Hugh Rawlings.

17 Did he have any other children?

A No, sir, not that I know of.

18 Hugh Rawlings left no children, did he?

A Not that I know of.

(Mr. Kirk)

19 Now, could you name the children of J. J. Rawlings, who is deceased?

A Deceased, Mrs. Ethel Hodges.

20 She died?

A Yes, she died since Mr. Rawlings did.

21 Since Hugh Rawlings died?

A Yes.

22 As a matter of fact, she died on May 17th, 1961, did she not?

A Yes.

23 Who are the other children?

A Bertha L. Burns and Benjamin F. Rawlings.

24 Can you tell us who the children of Ethel Hodges are?

A Leon Hodges, Joseph R. Hodges, John W. Hodges, William Edward Hodges, Ethel H. Cox, Gloria L. Vernon, LaRue Bowen.

25 Now, has she ever had any other children than those seven?

A No, not to my knowledge.

26 Is her husband still living?

A Yes, sir.

27 And what is his name?

A William E. Hodges, Sr.

28 Now, I wonder if you could tell us the children of Mrs. Annie M. Bowen?

A That's J. Dell Bowen and Mrs. Elizabeth L. Rawlings.

29 Now, is ~~it~~ the husband of Mrs. Annie M. Bowen alive?

A No, sir.

30 And the two children of Annie M. Bowen that you've just named, they are living, are they not?

A Yes, they're living.

31 Now, could you tell us the names of the children of Laura V. Hance?

A B. Wilson Hance, Horace Hance and Clifton Hance has died since Mr. Rawlings.

32 And he died, in fact, September 28th, 1960, to the best of your knowledge?

A I'm not sure of the date on that, but it was since.

33 He died since Hugh Rawlings died?

A Yes.

34 Now, is Mrs. Laura V. Hance's husband alive?

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A No.

35 And did Clifton Hance leave any children?

A I've heard he left three, but I wouldn't know, they're in Chicago somewhere.

36 Do you know their names?

A No, I don't.

37 Do you know whether Mr. Clifton Hance died and left a widow?

A I don't think so.

38 His wife predeceased him?

A I think so.

39 Mr. Hardesty, have you received any information as to the names of the children of Clifton Hance recently?

A Yes, daughter, Laverne, and two sons, James and Ernest.

40 And from whom did you receive this information?

A Well, this was from Mr. Hance's brother.

41 And his name?

A Horace Hance.

42 And did Mr. Horace Hance advise you that Clifton Hance died as a widower?

A Yes, sir.

43 On or about September 28th, 1960?

A Yes, sir.

44 Is this information that was given to you by Mr. Horace Hance consistent with your knowledge of the family?

A Yes, that's right.

45 And you have no knowledge of the address of James, Laverne or Ernest Hance?

A No, I haven't.

46 To your knowledge, Horace Hance did not have any information

of their whereabouts?

A No.

47 Other than Chicago, Illinois, the general area.

A Yes.

48 Now, could you tell us the names of the children of William M. Rawlings?

A W. Arthur Rawlings, Elbert L. Rawlings, Sadie Schuman, Frank Rawlings, Reid Rawlings, Nellie V. Rawlings, May I. Cunningham, and Raymond Rawlings.

49 Now, is the wife of William M. Rawlings still living?

A No, sir.

50 She died before Hugh Rawlings?

A Yes, sir.

51 Did the spouses of all of the ~~kwa~~ of the brothers and sisters of Henry Rawlings predecease Hugh Rawlings?

A Yes, they did.

52 Now, would you tell us the names of the children of Holdsworth B. Rawlings?

A Milburn Rawlings and Earl Rawlings.

53 And the names of the children of Benjamin T. Rawlings?

A Nelson B. Rawlings.

54 And the names of the children of Kate M. Hardesty?

A Sarah E. Schofield, Virginia Bowdenhard, Florence Hutchins and Juanita Wood.

55 And the name of the children of Fannie S. Hardesty?

A Boyd Hardesty.

56 And that is yourself?

A That's myself.

57 Now, the children that you have named of each of these

brothers and sisters of Henry Rawlings, are there any deceased children that you haven't named who died after Hugh Rawlings?

A I don't know of any of them that died, only the ones, Mrs. Hodges, the ones I named.

58 And the children of the brothers and sisters of Henry Rawlings, the ones you've named, are the children that were alive at the death of Hugh Rawlings?

A Yes, sir.

59 And there were no other children of the brothers and sisters of Henry Rawlings, to your knowledge, who were living?

A Not living, no.

60 At the date of death of Hugh Rawlings?

A Yes.

61 Are any of these persons whom you've named under the age of twenty-one?

A No, sir.

(Mr. Bowen)

No questions.

QUESTION BY THE EXAMINER:

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

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

Answer. No . . . . . .

Signature Boyd Harbesty . . .

ASHBY LEE SHEPHERD, JR., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Kirk)

1 State your name, address and occupation.

A Ashby Lee Shepherd, Jr., Bristol, Maryland; farmer and warehouse business.

2 And what, if any, relationship do you have to the late Edward Hugh Rawlings?

A I'm a first cousin of Edward Hugh Rawlings.

3 And are you familiar with the 262.71 acres of land, formerly known as part of "Green's Purchase" and part of "Cowman's Purchase" that was owned by the deceased, Edward Hugh Rawlings?

A Yes.

4 Who, if anyone, in your family originally purchased this property?

(CERTIFIED COPY OF DEED DATED APRIL 21, 1858, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

5 Now, who was Joseph Shepherd in relationship to yourself?

A Joseph Shepherd was my great, great grandfather.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF JOSEPH SHEPHERD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

6 Now, Exhibit 4 is a certified copy of the Last Will and Testament of Joseph Shepherd, which leaves the 262 acre tract referred to in Exhibit 3, to his wife, Priscilla Shepherd, for life; and then to his son, John Shepherd. Now, did Priscilla Shepherd predecease John Shepherd?

A Priscilla Shepherd was John Shepherd's wife --- excuse me --- Priscilla Shepherd was Joseph Shepherd's wife, and she died

before John Shepherd, her eldest son.

7 And who is John Shepherd to you?

A John Shepherd was my grandfather.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF JOHN SHEPHERD FILED HEREWITH MARKED EXAMINER'S EXHIBIT 5)

8 Now, Exhibit 5 leaves in Item 1st one half of this 262 acre tract of land to his daughter, Anne Adelaide Rawlings, and the other one half to Mary Josephine Shepherd for life, remainder to Anne Adelaide Rawlings. Now, who was Anne Adelaide Rawlings to yourself?

A Anne Adelaide Rawlings was my aunt, sister to my father, Ashby Lee Shepherd.

9 And Mary Josephine Shepherd?

A She was also my aunt.

10 Now, did Mary Josephine Shepherd predecease Anne Adelaide Rawlings?

A Yes.

11 When did Anne Adelaide Rawlings die?

A On August the 3rd, 1951.

12 Did her husband survive her, or did he predecease her?

A Henry Rawlings died October the 11th, 1931.

13 And he was the only husband of Anne Adelaide Rawlings?

A He was the only husband of Anne Adelaide Rawlings.

14 And did Anne Adelaide Rawlings and Henry Rawlings have any children?

A Yes, they had one son.

15 And his name?

A His name was Edward Hugh Rawlings.

16 Now, Anne Adelaide Rawlings died without leaving a Will, did

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she not? LIBER 167 PAGE 285

A To my knowledge, she had no Will.

(CERTIFIED COPY OF PETITION FOR LETTERS OF ADMINISTRATION IN THE MATTER OF THE ESTATE OF ANNIE ADELAIDE RAWLINGS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

17 Now, Examiner's Exhibit 6 is the Petition for Letters of Administration of Annie Adelaide Rawlings, filed by Edward Hugh Rawlings, and he listed himself as the only child, this is correct, is it not?

A Edward Hugh Rawlings was her only child.

(CERTIFIED COPY OF PETITION FOR LETTERS OF ADMINISTRATION IN THE MATTER OF THE ESTATE OF EDWARD HUGH RAWLINGS FILED HEREWITH MARKED EXAMINER'S EXHIBIT 7.)

18 Now, Examiner's Exhibit 7 is a Petition for Letters of Administration in the Estate of Edward Hugh Rawlings, filed by Ashby L. Shepherd, which is yourself, is it not?

A That's correct.

19 Did Edward Hugh Rawlings leave a Last Will and Testament, to your knowledge?

A To my knowledge, he left no Will.

20 And with that Petition you filed a list of twenty six heirs, did you not?

A That's correct.

(Mr. Klawans)

21 Did he leave a widow surviving him?

A Edward Hugh Rawlings was not married at his death.

22 Had he ever been married?

A Yes.

23 Was his wife divorced?

A Yes.

24 And do you know, from your own knowledge, where the divorce was obtained?

A To my knowledge, it was obtained in Prince George County.

25 But among the family circles it was generally known that Hugh Rawlings had been divorced, is that correct?

A That is correct.

(Mr. Klawans)

26 And he had no children?

A Hugh Rawlings had no children, to my knowledge.

27 Did his parents die before he did?

A Yes, his parents died before he did.

28 Both parents?

A Both parents.

(Mr. Kirk)

29 Who are Annie Adelaide Rawlings brothers and sisters?

A Mary Josephine Shepherd, sister; Emil Lawrence Shepherd, John Leonard Shepherd, and Ashby Lee Shepherd.

(Mr. Klawans)

30 Did she ever have any other brothers or sisters?

A She had no other brothers or sisters.

31 Were all of those brothers and sisters living at her death?

A At Annie Adelaide Rawlings death all of her brothers and one sister were dead.

(Mr. Kirk)

32 Now, at the time of Edward Hugh Rawlings death were there any children of Emil Lawrence Shepherd alive?

A No.

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33 Now, at the time of the death of Edward Hugh Rawlings were there any children of Mary Josephine Shepherd alive?

A No.

34 Did she have any children?

A Emil Lawrence Shepherd, Mary Josephine Shepherd and John Leonard Shepherd were never married, and had no children.

35 Now, of all the brothers and sisters of Annie Adelaide Rawlings, Ashby Lee Shepherd was the only one that had any children?

A Ashby Lee Shepherd, the youngest son of John Shepherd, and sister of Annie Adelaide Rawlings, had two children, Ashby Lee Shepherd, Jr. and Lucy Nutwell Shepherd.

36 Is Lucy Nutwell Shepherd now Lucy S. Dorr?

A Lucy Nutwell Shepherd is now Lucy S. Dorr.

37 And Ashby Lee Shepherd, Jr. is yourself?

A That's correct.

(Mr. Klawans)

38 They're all over 21, are they not?

A Yes, all over 21.

(Mr. Kirk)

39 Mr. Shepherd, since the original Petition for Letters of Administration filed for the estate of Edward Hugh Rawlings by yourself, Ethel M. Hodges and Clifton Hance have died, of the heirs listed, have they not?

A I have heard that they have died.

40 And pursuant to that you have filed an amended Petition for Letters of Administration, which list the children of Clifton Hance and Ethel M. Hodges, have you not?

A That is correct.

71

41 Which is part of Examiner's Exhibit No. 7?

A That is correct.

42 If you have the dates, could you state the dates of death of the brothers and sister of Annie Adelaide Rawlings?

A Emil Lawrence Shepherd, son of John and Mary Lucy Shepherd, died September 16th, 1912; John Leonard Shepherd, son of John and Mary Lucy Shepherd, died September the 2nd, 1918; Henry Edward Rawlings, husband of Annie Adelaide Rawlings, died October the 11th, 1931; John Shepherd, husband of Mary Lucy Shepherd, died April the 4th, 1933; Ashby Lee Shepherd, third son of John and Mary Lucy Shepherd, died May the 21st, 1943; Mary Josephine Shepherd, second daughter of John and Lucy Shepherd, and only sister of Annie Adelaide Rawlings, died July the 31st, 1946; Annie Adelaide Rawlings, first daughter of John and Lucy Shepherd, died August the 3rd, 1951; Edward Hugh Rawlings, only son of Henry Edward and Annie Adelaide Rawlings, died August the 1st, 1960.

43 And from what source have you obtained these dates?

A From John Shepherd's family Bible.

44 And this Bible is in your possession?

A This Bible is now in my possession.

(Mr. Bowen waives cross-examination)

72

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 Wesley Lee Shipley Jr.

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

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

Witness my hand and seal this 29th day of January, 1963.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00

I.H. $21.00

PHONES, BELMONT 5-5039
CLEARBROOK 2-4316

H. CLIFTON OWENS
ATTORNEY AT LAW
2514 MARYLAND AVENUE
BALTIMORE 18, MD.

LIBER 167 PAGE 291

December 26 1962

Willia m E. Kirk, Esq.
Towns-Worth Bldg.
Anna polis, Md.

Dea r Mr. Kirk:

This is to let you know that I received your notice of a hearing in the matter of Ashby Lee Shepherd vs Bertha L. Burns, et al for December 27 1962 before one of the standing examiners of the Circuit C ourt of Anne Arundel Co. This being Equity case No. 15,193.

H. Clifton Owens
Solicitor for Elbert L. Rawlings
and others.

FILED

1963 JAN 29 PM 4:45

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TELEPHONE
PLAZA 2-1403
PLAZA 2-1404

LAW OFFICES
PHILANDER B. BRISCOE
436 EQUITABLE BUILDING
BALTIMORE 2, MD.

LIBER 167 PAGE 292

December 17, 1962

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

re: Ashby Lee Shepherd vs. Bertha L. Burns, et al.
No. 15,193 Equity

Dear Mr. Townshend:

I have your letter dated December 12, 1962 re the above and I note that you are taking testimony at 10:00 A. M. December 27 before one of the examiners of the Circuit Court for Anne Arundel County.

Is is not my plan to be present as we are not objecting to the legal proceeding, and in fact, we would prefer to cooperate with you in the handling of said case.

I am sending a copy of this letter to my client, Mr. Horace Hance.

I would be grateful to you for your advices as to the progress of the case.

Very truly yours,

P. B. Briscoe

Philander B. Briscoe

B;as

cc: Mr. Horace Hance
906 Lyndhurst Street
Baltimore 29, Maryland

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1963 JAN 29 PM 4:46

76

LIBER 167 PAGE 293

ASHBY LEE SHEPHERD, : NO. 15,193 EQUITY

Plaintiff : IN THE CIRCUIT COURT FOR

:

vs. : ANNE ARUNDEL COUNTY

:

BERTHA L. BURNS, et al :

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

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph R. Hodges who made oath in due form of law that he is one of the children of the late Ethel Hodges, first cousin to Hugh Rawlings, and that his late mother, Ethel Hodges, died without leaving a Will.

And the said Joseph R. Hodges further made oath in due form of law that he is competent to testify and that he has personal knowledge of the matters and facts stated in this affidavit which are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

Notary Public

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1963 MAR 11 PM 4:13

77

ASHBY LEE SHEPHERD,	:	NO. 15,193 EQUITY
Plaintiff	:	IN THE CIRCUITCOURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BERTHA L. BURNS, ET AL	:	
Defendants	:	

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

AFFIDAVIT

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I hereby certify that on this 8th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Boyd Hardesty, who is personally known to me, and made oath in due form of law that the brothers and sisters of the late Henry Rawlings, father of Edward Hugh Rawlings, namely J.G. Rawlings, Mrs. Annie M. Bowen, Mrs. Laura V. Hance, William M. Rawlings, Holdsworth B. Rawlings, Benjamin T. Rawlings, Kate M. Hardesty, and Fannie S. Hardesty, all pre-deceased the Late Edward Hugh Rawlings, who died on August 1, 1960.

And the said Boyd Hardesty further made oath that he is competent to testify and that the matters and facts stated in the aforegoing affidavit are personally known to him and are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Mary Bidwell Courtney
Notary Public

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78

ASHBY LEE SHEPHERD, : No. 15,193 Equity

Plaintiff, In the Circuit Court For

vs. Anne Arundel County.

BERTHA L. BURNS, ET AL, :

Defendants.

LIBER 197 PAGE 295

REPORT OF EXAMINER AND MASTER

9/21/62 Bill in equity for a partition sale of land.

Edward Hugh Rawlings owned a tract of 262.71 acres of land in Anne Arundel County, in fee simple, and died intestate August 1, 1960.

Two real estate brokers value the tract and buildings at $34,000. They believe the property cannot be divided in kind among some 35 heirs, because of buildings, and one-fourth of the tract is not workable because of topography, and because the tract has only 300 feet of road frontage. They believe it cannot be profitably sold in parcels, because it would divide poorly for sale. They believe the tract is not suitable for subdivision, because of absence of much road frontage, topography, legal requirements for development or when land is subdivided, zoning, and absence of market for subdivision in that locality. They believe the highest utility of the tract is for a farm, and that the property will bring a higher price if sold as an entirety, and that a sale is for the advantage of all persons in interest as the property will deteriorate in value as a farm if not sold soon.

FILED 1963 MAR 12 AM 11:46

Edward Hugh Rawlings was not survived by any wife, child or descendant, parent, brother or sister, or descendant of a brother or sister. Therefore his collateral relations in equal degree take, and no representation is allowed among collaterals. (Code, Art. 46 sec. 1, Art. 93 sec. 145).

His mother's brothers and sister died before his own death, and their only children are the plaintiff, Ashby Lee Shepherd, and Lucy Nutwell Shepherd Door who has been served with process and against whom a decree pro confesso has been granted, so both are subjected to the Court's jurisdiction.

LIBER 167 PAGE 296

His father's brothers and sisters are dead, but the evidence does not show whether they died before or after the death of Edward Hugh Rawlings, the intestate. This question has to be cleared up in order to determine whether they or their children are his heirs.

NOTE: Affidavit is filed of Boyd Hardesty, that all brothers and sisters of Henry Rawlings, father of Edward Hugh Rawlings, died before the death of Edward Hugh Rawlings.

If all brothers and sisters of intestate's father were dead at the time of intestate's death, then their children living at his death are his heirs, together with Ashby Lee Shepherd and Lucy Nutwell Shepherd Door. Of these, Ethel Hodges and Clifton Hance have died since intestate's death so that their heirs or devisees take their shares. The record does not show whether or not Ethel Hodges and Clifton Hance left wills, which has to be cleared up. Their heirs have been made parties to this proceeding.

NOTE: Affidavit is filed of Joseph R. Hodges, that Ethel Hodges left no will.

Order of publication was published, addressed to all unknown heirs and devisees of Edward Hugh Rawlings, and it is believed this includes any devisees of Clifton Hance.

All living children of intestate's uncles and aunts have been made parties to this proceeding, as also all heirs of such children who died after intestate's death. All are adults. All resident defendants have been served with process or have voluntarily appeared and file answer, and all non-resident defendants have been notified by order of publication published in a local newspaper and their whereabouts are not known. All defendants have filed answers, or had decree pro confesso granted against them.

1/30/63 The testimony was filed.

2/11/63 The case will be ready for decree. When the aforegoing matters are cleared up the decree prepared by plaintiff's solicitor is recommended.

RO

E. Clowers

LIBER 167 PAGE 297

ASHBY LEE SHEPHERD	*	NO. 15,193 EQUITY
Complainant	*	IN THE CIRCUIT COURT
VS.	*	FOR
BERTHA L. BURNS, etal	*	ANNE ARUNDEL COUNTY
Defendants	*	
* *	*	* *

DECREE OF COURT

This case having been submitted for Decree, the proceedings herein were read and considered.

It is, thereupon, this 12th day of ~~January~~ March, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the property known as part of "Green's Purchase" and part of"Gowan's Purchase" containing approximately 262.71 acres of land conveyed unto Joseph Shepherd by deed dated April 21, 1858 and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 7 Folio 157, title formerly vested in the late Edward Hugh Rawlings,be, and the same is, hereby ordered to be sold in its entirety in lieu of partition, inasmuch as this Court finds the property not susceptible to partition or susceptible to sale by parcels.

And it is further ADJUDGED, ORDERED and DECREED that William E. Kirk and Perry G. Bowen, be and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety, to be approved by this Court, or the Clerk thereof, in the penalty of $34,000.00, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future order or decree in the premises; they shall then proceed to make said sale, having given notice by advertisement inserted for three successive weeks in such weekly newspaper, or newspapers, published in Anne Arundel

LIBER 167 PAGE 208

County, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be: a cash deposit of 10% of the purchase price will be required of the purchaser or purchasers at the time of sale, balance of purchase price to be paid in cash upon final ratification of said sale by this Court; and to bear interest from date of sale; all rents, taxes or other public charges to be adjusted as of date of sale; and, as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit 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), said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, or purchasers, his, her or their heirs, the property and estate to him, her or them, sold, free, clear and discharged of all claims of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or any of them; and the said Trustees shall bring into this Court, the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

V. Bruce Burdett

JUDGE

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1963 MAR 13 AM 10:31

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LIBER 12 PAGE 2
LIBER 167 PAGE 299

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

NO. 15193 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM E. KIRK AND PERRY G. BOWEN ---------- of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY FOUR THOUSAND ($34,000.00) DOLLARS -- current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 3rd day of April , 1963.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Ashby Lee Shepherd vs. Bertha L. Burns, et al ---------- dated March 12, 1963, the said William E. Kirk and Perry G. Bowen --- were appointed Trustees to make sale of the property described in said proceedings, and the said William E. Kirk and Perry G. Bowen ---------- are about to execute said power and make sale of the property described in said proceedings.

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

WITNESS:

Ethel M. Carle

Ethel M. Carle

William E. Kirk (SEAL)

Perry G. Bowen (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 4th day of April, 1963

Louise N. Phipps, Clerk

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83

LIBER 167 PAGE 300

FILED 1963 MAY 22 PM 12:38

FILED 1963 MAY 22 PM 4:14

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ASHBY LEE SHEPHERD *
Complainant

vs. * EQUITY NO. 15,193

BERTHA L. BURNS, et al,
Respondents *

* * * * * * *

MOTION TO AMMEND ANSWER

Comes now Perry G. Bowen, Jr., attorney for certain Defendants in the within cause and respectfully moves this Honorable Court to permit him to ammend the Answer heretofore filed by him to delete therefrom the following Defendants:

W. Arthur Rawlings
Sadie Schuman
Elbert L. Rawlings
Nellie V. Rawlings

because these Defendants are represented by other counsel and were included in this Answer through a mistake on his part.

AND as in duty bound, etc

Perry G. Bowen, Jr.

ORDER

Upon the foregoing Motion it is this 22nd day of May 1963 by the Circuit Court For Anne Arundel County ORDERED that the Answer by Perry G. Bowen, Jr. in the within cause be ammended to delete the following Defendants W. Arthur Rawlings, Elbert L. Rawlings, Sadie Schuman, and Nellie V. Rawlings.

O. Bowie Duckett

Judge

I certify that I left a copy of the above motion and order at the office of William E. Kirk, attorney, the 27th day of December, 1962.

Perry G. Bowen, Jr.

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LIBER 167 PAGE 301

ASHBY LEE SHEPHERD	*	NO. 15,193 EQUITY
Complainant	*	IN THE CIRCUIT COURT
VS.	*	FOR
BERTHA L. BURNS, etal	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * *

PETITION FOR NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Perry G. Bowen, Jr. and William E. Kirk, Trustees, in the above entitled cause, by William E. Kirk, respectfully states:

1. That Clifton Hance, a Widower and one of the first cousins and heirs to the Estate of the late Hugh Rawlings, died subsequent to the said Hugh Rawlings on September 28, 1960; that Ethel Hodges, one of the first cousins and heirs to the Estate of the late Hugh Rawlings, died intestate on May 17, 1961 and Horace Hance, one of the first cousins and heirs to the Estate of the late Hugh Rawlings, died testate on February 28, 1962.

2. That there has been no administration on any of the above named decedents in Anne Arundel County and no Notice to Creditors has been published prior to or since the filing of this action.

3. That the addresses of the three surviving children of Clifton Hance, namely, James Hance, Ernest Hance and Laverne Hance, are unknown and their present status is also unknown.

WHEREFORE, your Petitioners pray:

That your petitioners be allowed to run Notice to Creditors on Clifton Hance, Ethel Hodges and Horace Hance, deceased, and James Hance, Ernest Hance and Laverne Hance, status unknown, pursuant to Article 93 Section 124 of the Annotated Code of Maryland.

AND, AS IN DUTY BOUND, ETC.

William E. Kirk

William E. Kirk, Trustee

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1963 MAY 23 AM 10:32

LIBER 167 PAGE 302

ASHBY LEE SHEPHERD	*	NO. 15,193 EQUITY
Complainant	*	IN THE CIRCUIT COURT
VS.	*	FOR
BERTHA L. BURNS, etal	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * *

NOTICE TO CREDITORS

ORDERED this 23rd day of May, 1963, by the Circuit Court for Anne Arundel County, in Equity, that Perry G. Bowen, Jr. and William E. Kirk, Trustees in the above styled case, give notice to all persons having claims against the Estates of Clifton Hance, Ethel Hodges and Horace Hance, deceased, and James Hance, Ernest Hance and Laverne Hance, status unknown, to file their claims properly authenticated with the Clerk of this Court on or before the 27th day of August, 1963, by causing this Order to be published in some daily newspaper published in Anne Arundel County once a week for four successive weeks before the 25th day of June, 1963.

Judge

Copy of Notice to Creditors [illegible] 3
24 [illegible] May
the Evening Capital.

PER: Thomas Johnson

FILED

1963 MAY 23 PM 2:46

86

Trustee's Sale

of valuable improved property in the Eighth Election District of Anne Arundel County part of which adjoins Maryland Route No. 4.

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 between Ashby Lee Shepherd, Complainant and Bertha L. Burns, et al, Defendants, entitled No. 15,193 Equity, the undersigned Trustees will sell at public sale to the highest bidder on the premises, near the main dwelling, on:

Sat., June 1, 1963
at 11:00 o'clock A.M.

All that parcel of ground situate in the Eighth Election District of Anne Arundel County, Maryland, adjoining Maryland Route No. 4 between Lothian and Wayson's Corner, said to contain 262.71 acres of land, more or less, and being all of the same property which was described by metes and bounds in a deed, dated April 21, 1858, from James S. Owens and Elizabeth R. Owens, his wife to Joseph Shepherd and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 7, folio 157, and being the same property the late Edward Hugh Rawlings inherited from his mother, Annie Rawlings, deceased.

The property is improved by a main dwelling, three tenant houses, five tobacco barns, stable, shop, corn house, three sheds, and several outbuildings.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required by the purchaser at the time and place of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6 per cent) per annum from the date of sale to the date of settlement. All rents, taxes or other public charges to be adjusted as of date of sale. In addition, purchaser shall be responsible for any survey requested or required for the conveyance of this property by the Trustees. Title examination, conveyancing, State and Federal documentary stamps, and all other costs incident to settlement are to be paid by the purchaser.

Compliance with terms of sale shall be made within 30 days after final ratification of sale or deposit will be forfeited and the property resold at the risk and costs of the defaulting purchaser.

The Trustees reserve the right to refuse any and all bids.

For further particulars apply to the undersigned.

PERRY G. BOWEN, JR.,
Trustee, Prince Frederick, Maryland
WILLIAM E. KIRK, Trustee
Towns-Worth Building
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

m-30

No. 87

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 303

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1963

We hereby certify, that the annexed

Trustee's Sale

Eq. 15,193

Ashby Lee Shepherd,

Bertha L. Burns, et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1963. The first insertion being made the 6th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAY 31 PM 12 22

By A. Tilghman

Trustee Sale

of valuable improved property in the Eighth Election District of Anne Arundel County part of which adjoins Maryland Route No. 4.

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 between Ashby Lee Shepherd, Complainant and Bertha L. Burns, et al, Defendants, entitled No. 15,193 Equity, the undersigned Trustees will sell at public sale to the highest bidder on the premises, near the main dwelling, on:

Sat., June 1, 1963
at 11:00 o'clock A.M.

All that parcel of ground situate in the Eighth Election District of Anne Arundel County, Maryland, adjoining Maryland Route No. 4 between Lothian and Wayson's Corner, said to contain 262.71 acres of land, more or less, and being all of the same property which was described by metes and bounds in a deed, dated April 21, 1858, from James S. Owens and Elizabeth R. Owens, his wife to Joseph Shepherd and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 7, folio 157, and being the same property the late Edward Hugh Rawlings inherited from his mother, Annie Rawlings, deceased.

The property is improved by a main dwelling, three tenant houses, five tobacco barns, stable, shop, corn house, three sheds and several outbuildings.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required by the purchaser at the time and place of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6 per cent) per annum from the date of sale to the date of settlement. All rents, taxes or other public charges to be adjusted as of date of sale. In addition, purchaser shall be responsible for any survey requested or required for the conveyance of this property by the Trustees. Title examination, conveyancing, State and Federal documentary stamps, and all other costs incident to settlement are to be paid by the purchaser.

Compliance with terms of sale shall be made within 30 days after final ratification of sale or deposit will be forfeited and the property resold at the risk and costs of the defaulting purchaser.

The Trustees reserve the right to refuse any and all bids.

For further particulars apply to the undersigned.

PERRY G. BOWEN, JR., Trustee, Prince Frederick, Maryland
WILLIAM E. KIRK, Trustee
Towns-Worth Building
Annapolis, Maryland.
ROBERT H. CAMPBELL
Auctioneer

m-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 304

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963

We hereby certify, that the annexed

Trustee's Sale
Eq. 15,193
Ashby Lee Shepherd
Bertha L. Burns, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1963. The first insertion being made the 9th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAY 31 PM 12 22
By A. Tadghman

BOOK 12 PAGE 86

GLOBE INDEMNITY COMPANY

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

LIBER 167 PAGE 305

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

Bond No. 421574

Equity #15,193

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William E. Kirk and Perry G. Bowen, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Hundred Twenty-Six Thousand Five Hundred Dollars ($126,500.00), cnrrent money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 10th day of June, 1963.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County, in a cause entitled Ashby Lee Shepherd vs. Bertha L. Burns, et al, No. 15,193 Equity, dated March 12, 1963, the said William E. Kirk and Perry G. Bowen, were appointed Trustees to make sale of the property described in said proceedings, and the said William E. Kirk and Perry G. Bowen have executed said power and made sale of the property described in said proceedings.

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

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

William E. Kirk (SEAL) PRINCIPAL

Perry G. Bowen PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Ethel M. Carle

Bond approved this 10th day of June, 1963

Lewis N. Phipps, Clerk

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LIBER 167 PAGE 306

ASHBY LEE SHEPHERD	*	NO. 15,193 EQUITY
Complainant	*	IN THE CIRCUIT COURT
VS.	*	FOR
BERTHA L. BURNS, etal	*	ANNE ARUNDEL COUNTY
Defendants	*	

No. 15,193 Equity

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Perry G. Bowen, Jr. and William E. Kirk, Trustees, respectfully shows:

That under and by virtue of a Decree dated March 12, 1963 by the Circuit Court for Anne Arundel County in Equity passed in the above styled cause, said Perry G. Bowen, Jr. and William E. Kirk, Trustees named in the aforesaid Decree, to make sale of the property therein described, 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 filed herein a bond in the penalty of Thirty-four thousand dollars ($34,000.00), and after having complied with all other requisites of said Decree and of the law for such cases made and provided, offered the property described in the aforesaid Decree at public auction on the premises on Saturday, June 1, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Hughesville Hardwood Corp., a body corporate, at and for the sum of ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED DOLLARS ($160,500.00), being at that figure the highest bidder therfor, said property described as follows:

All that parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County, State of Maryland, and described by metes and bounds in a deed dated April 21, 1858 from James S. Owens and Elizabeth R. Owens, his wife, to Joseph Shepherd, said to contain 262.71 acres and said deed being recorded

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among the Land Records of Anne Arundel County in Liber N.H.G. No. 7 Folio 157.

BEING the same property the late Edward Hugh Rawlings inherited from his mother, Annie Rawlings, deceased, which is the subject of the above styled cause.

AND the said Trustees further report that they have received from the said purchaser a deposit as required by the terms of sale and have also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of 10% of the purchase price will be required by the purchaser at the time and place of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6%) per annum from the date of sale to the date of settlement. All rents, taxes or other public charges to be adjusted as of date of sale. In addition, purchaser shall be responsible for any survey requested or required for the conveyance of this property by the Trustees. Title examination, conveyancing, State and Federal documentary stamps, and all other costs incident to settlement are to be paid by the purchaser. Compliance with terms of sale shall be made within 30 days after final ratification of sale or deposit will be forfeited and the property resold at the risk and costs of the defaulting purchaser.

Respectfully submitted,

Perry G. Bowen, Jr., Trustee

William E. Kirk, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of June, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Perry G. Bowen, Jr. and William E. Kirk, Trustees named in the aforesaid Decree dated

LIBER 167 PAGE 308

March 12, 1963, 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 their knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Eleanor M. Dallas

Notary Public

ORDER NISI

ASHBY LEE SHEPHERD

versus

BERTHA L. BURNS, ET AL

LIBER 167 PAGE 309

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,193 Equity

Ordered, this 10th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Perry G. Bowen, Jr. and William E. Kirk, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sale was $160,500.00

Louis N. Phipps, Clerk.

True Copy,

TEST: ..... Clerk.

William E. Kirk, Atty.
(Final Order)

FOR: EVENING CAPITAL June 13th Edition

ASHBY LEE SHEPHERD

versus

BERTHA L. BURNS, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 16th day of July, 19 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowen Duckett
JUDGE.

FILED

1963 JUL 16 PM 12:19

93

ROBERT H. CAMPBELL - - - - Auctioneer

TRUSTEE'S SALE

OF VALUABLE

Improved Property

LIBER 167 PAGE 310

IN THE EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY PART OF WHICH ADJOINS MARYLAND ROUTE NO. 4

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 between Ashby Lee Shepherd, Complainant and Bertha L. Burns, et al, Defendants, entitled No. 15,193 Equity, the undersigned Trustees will sell at public sale to the highest bidder on the premises, near the main dwelling, on:

SATURDAY, JUNE 1, 1963

AT 11:00 O'CLOCK A.M.

All that parcel of ground situate in the Eighth Election District of Anne Arundel County, Maryland, adjoining Maryland Route No. 4 between Lothian and Wayson's Corner, said to contain 262.71 acres of land, more or less, and being all of the same property which was described by metes and bounds in a deed, dated April 21, 1858, from James S. Owens and Elizabeth R. Owens, his wife to Joseph Shepherd and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 7, folio 157, and being the same property the late Edward Hugh Rawlings inherited from his mother, Annie Rawlings, deceased.

The property is improved by a main dwelling, three tenant houses, five tobacco barns, stable, shop, corn house, three sheds, and several outbuildings.

TERMS OF SALE: A cash deposit of 10% of the purchase price will be required by the purchaser at the time and place of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6%) per annum from the date of sale to the date of settlement. All rents, taxes or other public charges to be adjusted as of date of sale. In addition, purchaser shall be responsible for any survey requested or required for the conveyance of this property by the Trustees. Title examination, conveyancing, State and Federal documentary stamps, and all other costs incident to settlement are to be paid by the purchaser.

Compliance with terms of sale shall be made within 30 days after final ratification of sale or deposit will be forfeited and the property resold at the risk and costs of the defaulting purchaser.

The Trustees reserve the right to refuse any and all bids.

For further particulars apply to the undersigned.

Perry G. Bowen, Jr., Trustee
Prince Frederick, Maryland

William E. Kirk, Trustee
Towns-Worth Building
Annapolis, Maryland

FILED

1963 JUN 14 AM 10:48

LIBER 167 PAGE 311

Annapolis, Maryland
June 1, 1963

I hereby certify that I have this 1st day of June, 1963, sold the property described on the reverse hereof unto Hughesville Hardwood Corporation at and for the sum of One Hundred Sixty Thousand Five Hundred Dollars ($160,500.00) being then and there the highest bidder (s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this 1st day of June, 1963, purchased from Perry G. Bowen, Jr. and William E. Kirk, Trustees, the property described on the reverse hereof, at and for the sum of One Hundred Sixty Thousand Five Hundred Dollars and I/we hereby agree to comply with the terms of sale.

Hughesville Hardwood Corp.
by [illegible]

FILED
1963 JUN 14 AM 10:48

95

LIBER 167 PAGE 312

ASHBY LEE SHEPHERD	:	NO. 15,193 EQUITY
Complainant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
BERTHA L. BURNS, et al	:	ANNE ARUNDEL COUNTY
Defendant	:	

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

AFFIDAVIT OF PURCHASER (S)

I/we hereby certify that on this 1st day of June, 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared **William T. Maberry, President of Hughesville Hardwood Corp.** the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it is not acting as agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it is not directly or indirectly discouraged anyone from bidding for the said property.

Witness the hand(s) and seal(s) of the purchasers.

Witness:

HUGHESVILLE HARDWOOD CORP.

Mary Maxwell Owings — William T. Maberry (SEAL)
President

WITNESS my hand and Notarial Seal.

Mary Maxwell Owings
Notary Public

FILED

1963 JUN 14 AM 10:48

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15, 193 EQUITY

ASHBY LEE SHEPHERD
Complainant
VS.
BERTHA L. BURNS, et al
Defendants

Notice To Creditors

ORDERED this 23rd day of May, 1963, by the Circuit Court for Anne Arundel County, in Equity, that Perry G. Bowen, Jr. and William E. Kirk, Trustees in the above styled case, give notice to all persons having claims against the Estates of Clifton Hance, Ethel Hodges and Horace Hance, deceased, and James Ernest Hance and Laverne Hance, status unknown, to file their claims properly authenticated with the Clerk of this Court on or before the 27th day of August, 1963, by causing this Order to be published in some daily newspaper published in Anne Arundel County once a week for four successive weeks before the 25th day of June, 1963.

GEORGE SACHE, Judge
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-15.

OFFICE

Evening Capital

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

LIBER 167 PAGE 313

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1963

We hereby certify, that the annexed

Notice to Creditors
Eq. 15,193
Ashby Lee Shepherd

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 June, 1963. The first insertion being made the 25th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 JUN 19 PM 1:11

No. E. C. 29976

97

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,193 EQUITY

ASHBY LEE SHEPHERD
versus
BERTHA L. BURNS, ET AL

Ordered, this 10th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Perry G. Bowen, Jr. and William E. Kirk, Trustees BE RATIFIED OR CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sale was $160,500.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-3

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 314

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1963

We hereby certify, that the annexed Order Nisi Eq. 15,193 Ashby Lee Shepard vs Bertha L. Burns, et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of July, 1963. The first insertion being made the 13th day of June, 1963.

FILED
1963 JUL -8 AM 10:56

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 15162

98

ASHBY LEE SHEPHERD LIBER 167 PAGE 315 NO. 15, 193 EQUITY

Complainant : IN THE

vs. : CIRCUIT COURT

BERTHA L. BURNS, et al : FOR

Defendants : ANNE ARUNDEL COUNTY

* * *

MOTION TO SUBSTITUTE PARTY DEFENDANTS

Julia Rose Hance, widow, Horace Hance, Jr. and Mildred O. Hance, his wife, Virginia Rose Showe and Notley F. Showe, her husband and Philander B. Briscoe, Administrator, respectfully state:

1. That the late Horace Hance, Sr., a party Defendant to the above entitled cause died on February 28, 1963, intestate, and letters of Administration were granted to Philander B. Briscoe on October 8, 1963 by the Orphans Court of Baltimore City.

2. That Julia Rose Hance is the widow of Horace Hance, Sr., Horace Hance Jr. is his son and Virginia Rose Showe is his daughter, and are the sole heirs at law of said Decedent.

WHEREFORE, Julia Rose Hance, widow, Horace Hance, Jr. and Mildred O. Hance, his wife, Virginia Rose Showe and Notley F. Showe, her husband and Philander B. Briscoe, Administrator of the Estate of Horace Hance, Sr. move that this Honorable Court substitute them as party Defendants for Horace Hance, Sr., deceased, in above styled proceedings.

Philander B. Briscoe

Philander B. Briscoe
447 Equitable Bldg. (2) Pl 2-1403

Attorney for Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Philander B. Briscoe, the within affiant, and made oath in due form of law that the matters and facts appearing above are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal, this day of November, 1963.

Anna B. Smith

Anna B. Smith Notary Public

FILED 1963 NOV -8 AM 9:45

ANNA B. SMITH NOTARY PUBLIC BALTIMORE

99

ORDER OF COURT LIBER 167 PAGE 316

UPON AFOREGOING MOTION, it is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 8th day of November, 1963, that Julia Rose Hance, widow, Horace Hance, Jr. and Mildred O. Hance, his wife, Virginia Rose Showe and Notley F. Showe, her husband and Philander B. Briscoe, Administrator of the Estate of Horace Hance, Sr. be and they are hereby substituted as parties Defendant for the late Horace Hance, Sr. nunc pro tunc as of February 28, 1963.

O. Bowie Duckett
Judge

Circuit Court of Anne Arundel County

I HEREBY CERTIFY that four (4) copies of aforegoing Motion to Substitute Party Defendants was mailed to William W. Townshend, Jr., Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, Attorney of Record.

Philander B. Briscoe
Philander B. Briscoe
Attorney for Petitioners

FILED
1963 NOV 12 AM 11:11

100

LIBER 167 PAGE 317

ASHBY L. SHEPHERD	*	NO. 15,193 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
VS	*	FOR
BERTHA BURNS, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	
*	*	*

PETITION TO ISSUE ORDER NISI ON THE AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Perry G. Bowen, Jr. and William E. Kirk, Trustees, by William E. Kirk respectfully represent:

1. That the Court Auditor is about to state the first account in the above styled case and will send post cards to all parties involved giving them notice of the account with the exception of James Hance, Ernest Hance and Laverne Hance.

2. That the aforesaid James Hance, Ernest Hance and Laverne Hance were served in these proceedings by Order of Publication inasmuch as their addresses were unknown and are still unknown to the Trustees herein.

3. That Rule 595g3. provides that unless otherwise Ordered it shall not be necessary to publish an Order nisi ratifying the Auditor's Account.

WHEREFORE your Petitioners pray that this Honorable Court order the Clerk to issue an Order Nisi ratifying the Auditor's Account when the same is filed in the above styled proceedings and that the Order Nisi be published once a week for three successive weeks in a local newspaper requiring that exceptions be filed within 30 days of the date of the audit.

AND, AS IN DUTY BOUND, ETC.

William E. Kirk

FILED

1964 MAY 20 PM 4:25

100

I hereby certify that a copy of the foregoing Petition was mailed to Eugene Mackall Childs, Esq., 192 Duke of Gloucester St., Annapolis, Maryland, C. Maurice Weidemeyer, Esq., 236 Main Street, Annapolis, Maryland, H. Clifton Owens, Esq., 2514 Maryland Ave., Baltimore 18, Maryland and Philander B. Briscoe, Esq., 447 Equitable Bldg., Baltimore 2, Maryland, Thomas B. Finan and Robert L. Karwacki, 1200 Charles Center, Baltimore, Maryland 21201, this 20th day of May, 1964.

William E. Kirk

William E. Kirk

O R D E R

Upon the foregoing Petition, it is ORDERED this 21st day of May, 1964, by the Circuit Court for Anne Arundel County in Equity, that the Clerk of Court be and he is hereby directed to publish an Order Nisi, ratifying the Auditor's Account in these proceedings, in a local newspaper once a week for three successive weeks stating that all exceptions to the Account must be filed within 30 days of the date of the audit.

George Sachse,

Judge

FILED

1964 MAY 21 PM 3:14

161

LIBER 167 PAGE 319

In the Case of

ASHBY LEE SHEPHERD

VS.

BERTHA L. BURNS, et al, etc.

In the

Circuit Court

For

Anne Arundel County

No. 15,193 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, except Laverne Hance, James Hance and Ernest Hance, for whom the file shows no addresses.

FILED
1964 MAY 22 AM 10:32

All of which is respectfully submitted.

May 22, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of June, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: [signature], deputy

FILED
1964 JUN 25 PM 12:55

102

Dr. ASHBY LEE SHEPHERD vs. BERTHA L. BURNS, et al, etc.

LIBER 167 PAGE 320

In Acct. with PERRY G. BOWEN, Jr. and WILLIAM E. KIRK, Trustees

					Cr.	
1963, June 1						
Proceeds of Sale	160,500	00				
Interest on Savings Account deposit to 3/1/64	97	08	160,597	08		
					160,597	08
To Trustees for commissions and fee - per Court						
Order 5/6/64	5,000	00	5,000	00		
To Trustees for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Defendants solicitors appearance fee	10	00				
Clerk of Court - Court costs	231	00				
Joseph W. Alton, Jr., Sheriff - cost service	11	60				
Joseph C. Deegan, Sheriff - cost service	6	70				
Gilbert G. Miller, Sheriff - Cost service	6	00				
Emanuel Klawans - examiner's fee	25	00				
Irene Hazel - stenographer's fee	21	00				
Auditor - stating this account	325	00	646	30		
To Trustees for expenses, viz:						
Capital Gazette Press - Advertising sale	168	00				
Capital Gazette Press - Order nisi, sale	15	00				
Capital Gazette Press-Adv. Order of Publication	140	00				
Capital Gazette Press - Adv. Notice to Creditors	42	00				
Speer Publications - Handbills	18	03				
Globe Indemnity Co. - bond premium	778	00				
Robert H. Campbell - auctioneer's fee & sign	1,640	00				
Alderson Reporting Co. - Deposition	36	90				
Louis N. Phipps, clerk - certified copy - Deed	3	00				
Register of Wills - certified copy Will & Petition	22	50				
Fred E. Voges & Co. - Appraisal & testimony	50	00				

	T. Carroll Worthington - Appraisal & testimony	50	00				
	Henry M. Murray Agency - Fire Insurance	16	04				
	1962 County and State taxes	623	97				
	1963 County and State taxes	585	51				
	1964 County & State taxes-adjusted 1/1/64 to 4/6/64	165	69				
	John Goettee, C.P.A.-Prepar'g Fiduciary tax return	75	00				
	William W. Townshend, Jr. and William E. Kirk,						
	Attys.-Counsel fee, Court Order 5/6/64	1,000	00				
	Eleanor M. Dollar - notary fee	3	00	5,432	64		
	To Trustees for Claims, viz:						
	To Anna Moreland, et al - Court order 1/2/64	15,000	00				
	Register of Will, A.A.Co. - Inheritance tax	2,550	00				
	Autoline Oil Co. - Judgment - No. 4298 Law	245	54				
	L.N.Phipps, Clerk - Costs No. 11,039 Equity	32	35				
	L.N.Phipps, Clerk - Costs No. 15,633 Equity	139	60				
	Hughesville Hardware Co. - Refund interest on						
	Savings Account deposit-Court Order 11/1/63	97	08	18,064	57		
	To Trustees to be withheld for Federal and State						
	taxes - Court Order 3/6/64	55,000	00	55,000	00		
	Balance for Distribution	76,453	57	76,453	57		
						160,597	08
	Distribution to:						
1.	Heirs of J. J. Rawlings, deceased uncle						
	Bertha L. Burns, 1st cousin 1/26	2,940	52				
	Benjamin F. Rawlings, 1st cousin 1/26	2,940	52				
	Heirs of Ethel M. Hodges, deceased 1st cousin:						
	William E. Hodges, widower 1/78	980	17				
	Leon Hodges, 2nd cousin 1/273	280	06				
	Joseph R. Hodges, 2nd cousin 1/273	280	06				
	John W. Hodges, 2nd cousin 1/273	280	06				
	Wm. Edward Hodges, 2nd cousin 1/273	280	06				
	Ethel H. Cox, 2nd cousin 1/273	280	06				
	Gloria L. Vernon, 2nd cousin 1/273	280	06				

	La Rue Bowen, 2nd cousin 1/273	280	06			
2.	Heirs of Annie M. Bowen, deceased aunt: viz:					
	J. Dell Bowen, 1st counsin 1/26	2,940	52			
	Elizabeth L. Rawlings, 1st cousin 1/26	2,940	52			
3.	Heirs of Laura V. Hance, deceased aunt, viz:					
	B. Wilson Hance, 1st cousin 1/26	2.940	52			
	Heirs of Horace Hance, deceased 1st cousin:					
	Julie Rose Hance, widow, 1/78	980	17			
	Horace Hance, Jr. 2nd cousin 1/78	980	17			
	Virginia R.Showe, 2nd cousin 1/78	980	17			
	Heirs of Clifton Hance, deceased 1st cousin:					
	Laverne Hance, 2nd cousin 1/78	980	17			
	James Hance, 2nd cousin 1/78	980	17			
	Ernest Hance, 2nd cousin 1/78	980	17			
4.	Heirs of William M. Rawlings, deceased uncle, viz:					
	W. Arthur Rawlings, 1st cousin 1/26	2,940	52			
	Elbert L. Rawlings, 1st cousin 1/26	2,940	52			
	Sadie Schuman, 1st cousin 1/26	2,940	52			
	Frank Rawlings, 1st cousin 1/26	2,940	52			
	Reid Rawlings, 1st cousin 1/26	2,940	52			
	Nellie V. Rawlings, 1st cousin 1/26	2,940	52			
	Mae I. Cunningham, 1st cousin 1/26	2,940	52			
	Raymond Rawlings, 1st cousin 1/26	2,940	52			
5.	Heirs of Holdsworth B. Rawlings, deceased uncle, viz:					
	Milburn Rawlings, 1st cousin 1/26	2,940	52			
	Earl Rawlings, 1st cousin 1/26	2,940	52			
6.	Heirs of Benjamin T. Rawlings, deceased uncle, viz:					
	Nelson B. Rawlings, 1st cousin 1/26	2,940	52			
7.	Heirs of Kate M. Hardesty, deceased aunt, viz:					
	Sarah E. Schofield, 1st cousin 1/26	2,940	52			
X	Virginia Bowdenard, 1st cousin 1/26	2,940	52			
	Florence Hutchins, 1st cousin 1/26	2,940	52			
	Juanita Wood, 1st cousin 1/26	2,940	52			
8.	Heirs of Fannie S. Hardesty, deceased aunt, viz:					
	Boyd Hardesty, 1st cousin 1/26	2,940	52			
9.	Heirs of Ashby Lee Shepherd, Sr. deceased uncle, viz:					
	Ashby L. Shepherd, Jr., 1st cousin 1/26	2,940	52			
	Lucy S. Dorr, 1st cousin 1/26	2,940	52	76,453	57	
				76,453	57	

(ORDER NISI)

LIBER 167 PAGE 323

ASHBY LEE SHEPHERD

VERSUS

BERTHA L. BURNS, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,193 Equity

Ordered, this 22nd day of May, 19 64. That the Report and Account of the Auditor, filed this day in the above entitled cause

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of June next.

Clerk.

True Copy.

TEST: Clerk.

105

William Kirk, Atty.

Evening Capital (for May 23 edition)

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,193 Equity
ASHBY LEE SHEPHERD
Versus
BERTHA L. BURNS, et al, etc.

Ordered this 22nd day of May, 1964, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of June next.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

Louis N. PHIPPS, Clerk

Ju-6

FILED

1964 JUN -8 PM 1:43

No. E. C. 6496

106

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 324

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1964

We hereby certify, that the annexed

Order Nisi Eq. 15,193
Auditor Account
Ashby Lee Shepherd
Bertha L. Burns

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 24th day of June, 1964. The first insertion being made the 23rd day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 167 PAGE 325

In the Case of

ASHBY LEE SHEPHERD

VS.

BERTHA L. BURNS, et al, etc.

In the

Circuit Court

For

Anne Arundel County

No. 15,193 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 21 PM 3:56 FILED

All of which is respectfully submitted.

December 21, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of February, 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 B. Fitzhugh, deputy

FILED

1966 FEB -1 AM 8:59

107

Dr. ASHLY LEE SHEPHERD vs. BERTHA L. BURNS, et al, etc.

In Acct. with PERRY G. BOWEN, JR. and WILLIAM E. KIRK, Trustees

						Cr.	
	Balance from First Account, per Court Order 3/6/64	55,000	00	55,000	00		
	Income:						
	Interest - Loyola Federal Savings & Loan Assn.	828	45				
	" Augusta " " " " "	386	56				
	" Annapolis " " " " "	488	40				
	" First " " " " "	824	28				
	" Capital City " " " "	488	38	3,016	07		
						58,016	07
	To Trustees for Commissions, viz:						
	6% on Income of $3,016.07	180	96				
	To Trustees for Counsel fee to William E. Kirk -						
	Court Order 12/14/65	7,500	00	7,680	96		
	To Trustees for Court Costs, viz:						
	Clerk of Courts - Additional Court costs	19	50				
	Sheriff of Baltimore City - costs	4	00				
	Auditor - Stating this account	220	00	243	50		
	To Trustees for expenses, viz:						
	Register of Wills for Anne Arundel County balance						
	of collateral inheritance tax, Court Order 10/15/65	3,737	89				
	Comptroller of Treas. - 1964 State Income tax	31	76				
	" " " 1965 " " "	64	96				
	Director Internal Revenue - 1964 Fiduciary Inc. tax	151	82				
	" " " 1965 " " "	257	94				
	John Goettee, C.P.A. Preparation Tax returns	40	00				
	Globe Indemnity Co. - Trustees bond premium	350	26				
	Capital-Gazette Press - Order nisi, auditor's account	15	00				
	Grant of Annapolis - Zerox copies	98	88	4,748	51		

Balance for Distribution	45,343	10	45,343	10		
					58,016	07
Distribution to:						
1. Heirs of J. J. Rawlings, deceased uncle, viz:						
Bertha L. Burns, 1st cousin, 1/26	1,743	97				
Benjamin F. Rawlings, 1st cousin, 1/26	1,743	97				
Heirs of Ethel M. Hodges, deceased 1st cousin						
William E. Hodges, widower, 1/78	581	32				
Leon Hodges - 2nd counsin 1/273	166	09				
Joseph R. Hodges, 2nd cousin 1/273	166	09				
John W. Hodges, 2nd cousin 1/273	166	09				
Wm. Edward Hodges, 2nd cousin 1/273	166	09				
Ethel H. Cox, 2nd cousin 1/273	166	09				
Gloria L. Vernon, 2nd cousin 1/273	166	09				
LaRue Bowen, 2nd cousin 1/273	166	09	5,231	89		
2. Heirs of Annie N. Bowen, deceased aunt, viz:						
J. Dell Bowen, 1st cousin, 1/26	1,743	97				
Elizabeth L. Rawlings, 1st cousin, 1/26	1,743	97	3,487	94		
3. Heirs of Laura V. Hance, deceased aunt, viz:						
B. Wilson Hance, 1st cousin, 1/26	1,743	97				
Heirs of Horace Hance, deceased 1st cousin						
Julie Rose Hance, widow, 1/78	581	32				
Horace Hance, Jr., 2nd cousin, 1/78	581	32				
Virginia R. Showe, 2nd cousin, 1/78	581	32				
Heirs of Clifton Hance, deceased 1st cousin						
LaVerne Hance, 2nd cousin, 1/78	581	32				
James Hance, 2nd cousin, 1/78	581	32				
Ernest Hance, 2nd cousin, 1/78	581	32	5,231	89		

4. Heirs of William M. Rawlings, deceased uncle, viz:						
W. Arthur Rawlings, 1st cousin, 1/26	1,743	96				
Elbert H. Rawlings, 1st cousin, 1/26	1,743	96				
Sadie Schuman, 1st cousin, 1/26	1,743	96				
Frank Rawlings, 1st cousin, 1/26	1,743	96				
Reid Rawlings, 1st cousin, 1/26	1,743	96				
Nellie V. Rawlings, 1st cousin, 1/26	1,743	96				
Mae I. Cunningham, 1st cousin, 1/26	1,743	96				
Raymond Rawlings, 1st cousin, 1/26	1,743	96	13,951	68		
5. Heirs of Holdsworth B. Rawlings, deceased uncle, viz:						
Milburn Rawlings, 1st cousin, 1/26	1,743	97				
Earl Rawlings, 1st cousin, 1/26	1,743	97	3,487	94		
6. Heirs of Benjamin T. Rawlings, deceased uncle, viz:						
Nelson B. Rawlings, 1st cousin, 1/26	1,743	97	1,743	97		
7. Heirs of Kate M. Hardesty, deceased aunt, viz:						
Sarah E. Schofield, 1st cousin, 1/26	1,743	97				
Estate of Virginia Bowdenard, deceased 1st cousin, 1/26	1,743	97				
Florence Hutchins, 1st cousin, 1/26	1,743	97				
Juanita Wood, 1st cousin, 1/26	1,743	97	6,975	88		
8. Heirs of Fannie S. Hardesty, deceased aunt, viz:						
Boyd Hardesty, 1st cousin, 1/26	1,743	97	1,743	97		
9. Heirs of Ashly Lee Shepherd, Sr. deceased uncle, viz:						
Ashly L. Shepherd, Jr. 1st cousin, 1/26	1,743	97				
Lucy S. Dorr, 1st cousin, 1/26	1,743	97	3,487	94		
					45,343	10

(COPY ORDER NISI)

ASHBY LEE SHEPHERD

VERSUS

BERTHA L. BURNS, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,193 Equity

LIBER 167 PAGE 329

Ordered, this 21st day of December, 1965. That the Report and Account of the Auditor, filed this day in the above entitled cause

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of January next.

Louis N. Phipps Clerk.

True Copy.

TEST: Clerk.

111 Wm. E. Kirk, Atty.

Md. Gazette (for Dec. 30 edition)

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,193 Equity

ASHBY LEE SHEPHERD
versus
BERTHA L. BURNS, et al, etc.

Ordered, this 21st day of December, 1965, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of January next.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

J-20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 330

FILED
1966 JAN 27 PM 2 22

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 25, 1966

We hereby certify, that the annexed

Order Nisi

Eq. 15,193

Bertha L. Burns, et al, etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of January, 1966. The first insertion being made the 29th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 3439

112

LIBER 167 PAGE 331

J. HANSON BEALL, and
FRANCIS G. ADDISON, JR., Trustees

Plaintiffs

vs.

STEPHEN LEWIS LEE, JR., and
BEVERLY B. LEE, HIS WIFE

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 14,372 EQUITY

ORDER TO DOCKET

Mr. Clerk:

Please docket the above entitled case and file the attached certified copy of original Deed of Trust.

ROUSE AND MORTON

By W. Harvey Beardmore

W. Harvey Beardmore
18 West Street
Annapolis, Maryland
Colonial 7-8186

Attorneys for Trustees

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED

1961 MAY -8 PM 12:39

VA Form 4- (Home Loan)
January 194 Use Optional
Servicemen's Readjustment Act
(38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 817 PAGE 440 MARYLAND

BOOK 878 PAGE 587

167 PAGE 332

DEED OF TRUST

-2-

THIS DEED, made this 26th day of FEBRUARY, 19 54, by and between

STEPHEN LEWIS LEE, JR. and BEVERLY B. LEE, his wife, as tenants by the entirety, party of the first part, and FRANCIS C. ADDISON, JR. and J. HANSON BEALL, Trustee, as hereinafter set forth, party of the second part:

I hereby certify that this is a true copy.
THE PAUL REVERE LIFE INSURANCE CO.
BY
Ass't. Treasurer

WHEREAS, the party of the first part is justly indebted unto

FREDERICK W. BERENS, INC.
under the laws of the State of Delaware, a corporation organized and existing, in the principal sum of NINE THOUSAND FIVE HUNDRED FIFTY and no/100 Dollars ($ 9,550.00), with interest from date at the rate of four and one-half per centum (4½ %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of FIFTY-THREE and 09/100 Dollars ($ 53.09), commencing on the first day of APRIL, 19 54, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 19 79. Proceeds of said loan to be applied to the purchase price of the hereinafter described property.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of ANNE ARUNDEL and State of Maryland, to wit:

Property situated in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Lot numbered Nine (9) in Block lettered 'F', in a subdivision known as and called "South River Manor", as per plat thereof recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod No. C-5, Plat No. 12.

Subject to declaration of covenants dated March 23, 1953 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 754 at folio 142; to right of way agreement with Consolidated Gas Electric Light and Power Company of Baltimore, dated August 21, 1953, and recorded September 9, 1953, among the Land Records of Anne Arundel County, Maryland in Liber 780 at folio 560 and to the effect of municipal zoning ordinances and the results of the exercise of governmental police powers.

Until the Note secured by Deed of Trust has been paid in full, or otherwise terminated, we will not file for record any restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed or execute any agreement, lease or conveyance affecting the mortgaged property which imposes any such restriction upon its sale or occupancy. We also agree that this covenant shall be binding on our heirs, or assigns, and upon violation thereof, the unpaid balance of the Deed of Trust Note may, at the option of the holder, be declared immediately due and payable.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

BOOK 878 PAGE 588

LIBER 167 PAGE 333

To Have and to Hold the said property and improvements unto the party of the second part, its successors and assigns

In and Upon the Trusts, Nevertheless, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issues and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

LIBER 167 PAGE 334

BOOK 878 PAGE 589

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

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

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

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date hereof, to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the party of the first part for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at four and one-half (4½) per centum ([illegible]) per annum and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

5. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at four and one-half per centum (4½) [illegible] per annum from date of payment and shall be secured by this Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the note for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four and half (4½) per centum ([illegible]) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized

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 bolder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the bolder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear interest at four and one-half (4½) per centum per annum.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at four and one-half (4½) per centum per annum and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the bolder of the note shall be secured hereby and bear interest as aforesaid.

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

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

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

WITNESS the signature(e) and seal(e) of the parties of the first part on the day and year first above written.

Witness:

Mary C. McCarthy
MARY C. McCARTHY AS TO BOTH

Stephen Lewis Lee Jr. [SEAL]
STEPHEN LEWIS LEE, JR.

Beverly B. Lee [SEAL]
BEVERLY B. LEE

[SEAL]

[SEAL]

STATE OF MARYLAND, MONTGOMERY COUNTY to wit: BOOK 878 PAGE 591

I HEREBY CERTIFY, That on this 26th day of FEBRUARY, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the STATE AND COUNTY aforesaid, personally appeared STEPHEN LEWIS LEE, JR. and BEVERLY B. LEE his wife and they acknowledged the foregoing deed to be their act.

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

Mary C. McCarthy
MARY C. McCARTHY Notary Public.

MARY C. McCARTHY NOTARY PUBLIC MONTGOMERY COUNTY MARYLAND

My Commission Expires: 5/2/55

Recorded-15th-March-1954-at-1:15-P.M.
Re-Recorded: Nov. 12, 1954 at 10.15 A.M.

STATE OF MARYLAND

Deed of Trust

STEPHEN LEWIS LEE, JR.

BEVERLY B. LEE

TO

FRANCIS C. ADDISON, JR.

J. HANSON BEALL

Received for Record 12 Day of Nov. 1954 at 10.15 A.M. and the same day recorded in Liber J. H. H. No. 878 Folio 587 Land Records of Anne Arundel County

JOHN H. HOPKINS, Clerk

day of Mar. A. D. 1954, at 1:15 o'clock P. M., and recorded in Liber No. 817 at folio 440 one of the Land Records A.A.Co.

Examined by JOHN H. HOPKINS, 3rd

Recorder. 9.00

Mail to: FREDERICK W. BERENS, INC. 1722 L Street, N. W. Washington, D. C.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the oforegoing DEED OF TRUST is truly taken and capied from Liber 878 No. folio 587 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hond ond offix the Seal of the Circuit Court for Anne Arundel County this 6th doy of May A. D., 196...

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SITTING AS A COURT OF EQUITY

J. Hanson Beall, and
Francis G. Addison, Jr., Trustees
Plaintiffs

VS.

Stephen Lewis Lee, Jr., and
Beverly B. Lee, his wife
Defendants

EQUITY NO. 14,372

AFFIDAVIT

I, JOHN S. SMITH, the undersigned, being first sworn on oath, depose and say: That I am the duly authorized agent of The Paul Revere Life Insurance Company, the holder of the promissory note secured by the Deed of Trust the subject of the above-captioned foreclosure proceedings; that I have personal knowledge of the balance due upon said promissory note by virtue of having personal charge and control of all records and accounts in regard thereto; that I am authorized by said holder of said note to make this affidavit; that the balance due and owing on said promissory note including interest to April 1, 1961 is $8,090.46 to which should be added an overdrawn escrow in the amount of $59.29, leaving a final balance due of $8,149.75, that interest thereafter accrued at the rate of $29.78 per month.

John S. Smith
JOHN S. SMITH

Subscribed and sworn to before me this 4th day of April 1961.

Bernice M. Kamensky
NOTARY PUBLIC

My Commission Expires Aug. 14, 1962

FILED

1961 MAY -8 PM 12:39

LIBER 167 PAGE 337

J. Hanson Beall, and Francis G. Addison, Jr., Trustees	*	
Plaintiffs	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
Stephen Lewis Lee, and Beverly B. Lee, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 17,372 EQUITY
	*	

- - - - - - - - - - - - - - - - - -

AFFIDAVIT OF NON-MILITARY SERVICE

I HEREBY CERTIFY, that on this 22nd day of May, 1961, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City Aforesaid, personally appeared JOHN S. SMITH, ASSISTANT TREASURER of FREDERICK W. BERENS, INC., Agent for The Paul Revere Life Insurance Company, and made oath in due form of law that to the best of his information, knowledge and belief, the Defendants, Stephen Lewis Lee, Jr., and Beverly B. Lee, his wife, are not in the Military Service of the United States.

IN TESTIMONY whereof witness my hand and Seal Notarial.

Bernice M. Kennedy
Notary Public

My Commission Expires Aug. 14, 1962

FILED

1961 JUN -2 PM 3:42

AMERICAN CASUALTY
COMPANY OF
READING · PENNSYLVANIA

LIBER 167 PAGE 338
LIBER 11 PAGE 44

Bond No. 426900

No. 14,372 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we J. Hanson Beall & Francis G. Addison Jr, Trustee, as Principal, and the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight thousand two hundred and fifty and no/100 ($ 8,250.00) 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, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of June in the year nineteen hundred and sixty-one.

WHEREAS, the said J. Hanson Beall & Francis G. Addison Jr, Trustee, by virtue of the authority vested in them by the terms of a certain Deed of Trust from ~~William Ex Beckwith~~ Stephen Lewis Lee, Jr. dated the 26th day of February in the year nineteen hundred and fifty four and recorded among the Land Records of Anne Arundel County Maryland, in Liber J. H. H. 878 at Folio 587, is about to sell the land conveyed by said Deed of Trust, default having occurred thereunder in the payment of the money and in the convenants and conditions therein more fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden, the said J. Hanson Beall & Francis G. Addison Jr shall well and faithfully perform the trust reposed in them by said Deed of Trust and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the property covered by said Deed of Trust or the proceeds of such sale, then this obligation shall be void, otherwise to be and remain in full force and virtue by law.

Signed, sealed and delivered
in the presence of

Darlene K. Gaspard
as to both.

(SEAL)

J. Hanson Beall (SEAL)

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

By: Patrick J. Farrell
Patrick J. Farrell Attorney-in-Fact

The aforegoing bond is approved this 6th day of July in the year nineteen hundred and 61.

George T. Cromwell
Clerk of the Circuit Court

Form 1-XL-296-PV

FILED

1961 JUL -6 AM 10:55

9

ROUSE AND MORTON
Attorneys at Law
18 West St
Annapolis, M. and

Trustees' Sale

Under and by virtue of the power and authority contained in a Deed of Trust from Stephen Lewis Lee, Jr. and Beverly B. Lee, his wife, to Francis G. Addison, Jr. and J. Hanson Beall, Trustees, dated February 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 878, folio 587 (default having occurred thereunder), the undersigned, Trustees, will sell at public auction at the Court House Door, Circuit Court for Anne Arundel County, Court House, Annapolis, Maryland, on

Thursday, July 6, 1961 at 2 o'clock P.M.

all that property situate in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Lot numbered Nine (9) in Block lettered 'F', in a subdivision known as and called "South River Manor", as per plat thereof recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod No. G-5, Plat No. 12.

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

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Sanitary District charges, if any; and all other assessments and public charges to be adjusted to date of sale; cost of all documentary stamps to be borne by the purchaser.

Francis G. Addison, Jr.
J. Hanson Beall
Trustees

No. Robert H. Campbell
Auctioneer

Jy-5

14,372

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 339

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1961

We hereby certify, that the annexed

Trustee's Sale

Stephen Lewis Lee, Jr.

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 6th day of July, 1961. The first insertion being made the 14th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 JUL 14 By 12:39 Tilghman

18

J. HANSON BEALL, and FRANCIS G. ADDISON, JR., Trustees	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
STEPHEN LEWIS LEE, JR., and BEVERLY B. LEE, his wife	*	NO. 14,372 EQUITY
Defendants	*	
	*	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Francis G. Addison, Jr., and J. Hanson Beall, Trustees under the Deed Of Trust dated February 26, 1954 from Stephen Lewis Lee, Jr., and Beverly B. Lee, his wife, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 878, folio 587, pursuant to the power and authority contained in said Deed Of Trust to make sale of the property therein mentioned, respectfully shows:

1. That after giving bond with security for the faithful performance of their trust, and after having complied with all other prerequisites, as required by law and by said Deed Of Trust, and giving notice of the time, place, manner and terms of sale by advertisements in "The Evening Capital", a newspaper published in Anne Arundel County, for at least three weeks before the day of sale, they did, pursuant to said notice, attend in front of the Court House, on Thursday, July 6, 1961, at 2:00 P.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 auction the realty mentioned in these proceedings, to wit:

Lot numbered Nine (9) in Block lettered 'F', in a subdivision known as and called "South River Manor",

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1961 JUL 18 PM 3:41

as per plat thereof recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod No. G-5, Plat No. 12.

2. That said realty was sold to Paul Revere Life Insurance Company, a body corporate, for the sum of $6000.00, it being at that sum the highest bid therefor.

3. That said purchaser has paid a deposit on account of the realty in the sum of $500.00; and the purchaser has agreed to comply with the terms of sale.

4. The Trustees file herewith the agreement of the purchaser and the Auctioneer's Certificate and pray that the same may be considered as part hereof.

Respectfully submitted,

J. Hanson Beall

Francis G. Addison, Jr.
Trustees

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY, that on this 12th day of July, 1961, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared J. HANSON BEALL and FRANCIS G. ADDISON, JR., Trustees 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 their information, knowledge and belief; and that the sale therein reported was fairly made.

AS WITNESS my hand and Seal Notarial.

ANN ELIZABETH B[illegible]
Notary Public

My Commission Expires Dec. 20, 1965

ROUSE AND MORTON
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

12

ORDER NISI

LIBER 167 PAGE 342

J. HANSON BEALL, and
FRANCIS G. ADDISON, JR., Trustees
versus
STEPHEN LEWIS LEE, JR., and
BEVERLY B. LEE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,372 Equity

Ordered, this 19th day of July, 19 61, That the sale of the property in these proceedings mentioned made and reported by Francis G. Addison, Jr., and J. Hanson Beall, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of August next.

The report states that the amount of sale was $6000.00.

Filed July 18, 1961
True Copy, 3:41 PM

George T. Cromwell Clerk.

TEST: George T. Cromwell Clerk.

(Final Order)

J. HANSON BEALL and
FRANCIS G. ADDISON, JR., Trustees
versus
STEPHEN LEWIS LEE, JR. and
BEVERLY B. LEE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 23rd day of August, 1961 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Dunbaugh
JUDGE.

FILED
1961 AUG 23 PM 3:31

13

LIBER 167 PAGE 343

ROBERT H. CAMPBELL Auctioneer

ROUSE AND MORTON
Attorneys at Law
18 West Street
Annapolis, Maryland

TRUSTEES' SALE

Under and by virtue of the power and authority contained in a Deed of Trust from Stephen Lewis Lee, Jr. and Beverly B. Lee, his wife, to Francis G. Addison, Jr. and J. Hanson Beall, Trustees, dated February 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 878, folio 587 (default having occurred thereunder), the undersigned, Trustees, will sell at public auction at the Court House Door, Circuit Court for Anne Arundel County, Court House, Annapolis, Maryland, on

THURSDAY, JULY 6, 1961

at 2 o'clock P.M.

all that property situate in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Lot numbered Nine (9) in Block letttered 'F', in a subdivision known as and called "South River Manor,' as per plat thereof recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod No. G-5, Plat No. 12.

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

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale; cost of all documentary stamps to be borne by the purchaser.

FRANCIS G. ADDISON, JR.
J. HANSON BEALL
Trustees

FILED

JUL 19 AM 10:07

LIBER 167 PAGE 344

AUCTIONEER'S CERTIFICATE

I hereby certify that I sold all that lot of ground known as Lot numbered Nine(9) in Block lettered 'F', in a subdivision known as and called "South River Manor", as per plat thereof recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod No. G-5, Plat No. 12, to Paul Revere Life Insurance Company, being then and there the highest bidder therefor, for the sum of $6000.00.

Witness my hand and seal this 6th day of July, 1961.

WITNESSETH:

W. Harvey Beardmore

Robert H. Campbell (SEAL)
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that on this 6th day of July, 1961, I purchased from the Trustees, at public sale, the hereinafter described real estate being then and there the highest bidder, for the sum of $6000.00. That the property purchased is described as: Lot numbered Nine (9) in Block 'F', in a subdivision known as and called "South River Manor", as per plat thereof recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod No. G-5, Plat No. 12.

And I agree to abide by the terms of the sale, that is, to pay a cash deposit of $500.00 immediately, the balance of the purchase price to be due and payable upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to date of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale; cost of all documentary stamps to be borne by the purchaser. Upon obtaining the Court's ratification of sale, I shall receive a deed thereto in accordance with the terms set forth above.

Witness the name of the purchaser Paul Revere Life Insurance Company, by Frederick W. Berens Inc, its agent.

PAUL REVERE LIFE INSURANCE COMPANY

ATTEST:

W. Harvey Beardmore

Frederick W. Berens Inc.
By [illegible] Asst. Secy. (SEAL)

FILED
1961 JUL 19 AM 10:07

FREDERICK W. BERENS, INC.
ITS AGENT
Purchaser

15

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 345

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1961

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 14,372

Stephen Lewis Lee, Jr.

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 22nd day of August, 1961. The first insertion being made the 21st day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Thomas Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,372. Equity
J. Hanson Beall, and
Francis G. Addison, Jr., Trustees
VERSUS
STEPHEN LEWIS LEE JR. and BEVERLY B. LEE, his wife

Ordered, this 19th day of July, 1961, That the sale of the property in these proceedings mentioned made and reported by Francis G. Addison, Jr. and J. Hanson Beall, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of August next.

The report states that the amount of sale was $6000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-11

No. M. G. 22357 1961

FILED
AUG 14 PM 2:39

In the Case of

LIBER 167 PAGE 346

J. Hanson Beall

and

Francis G. Addison, Jr., Trustees

vs.

Stephen Lewis Lee, Jr.,

and

Beverly B. Lee, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,372 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jobling
Auditor.

October 24, 1961

FILED

1961 OCT 25 AM 11:16

Dr.

J. Hanson Beall and Francis G. Addison, Jr., Trustees vs. Stephen Lewis Lee, Jr., and Beverly B. Lee, his wife

in ac.

To Trustees for Commissions (1% as allowed in Deed of Trust), viz:	60	43	60	43
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
Speer Publications, Inc. - handbills	15	38		
American Casualty Co. of Reading, Pa. - bond premium	33	00		
Robert H. Campbell - auctioneer's fee	45	00		
Notary fees	1	50	174	40
To The Paul Revere Life Insurance Co., holder of the promissory note secured by the deed of trust filed in these proceedings - this balance on account claim	5,815	06	5,815	06
			6,101	39
Amount of Claim filed	8,149	75		
Interest from 4/1/61 to 11/1/61 - 7 months @ $29.78 per month	208	46		
	8,358	21		
Cr. Amount allowed above	5,815	06		
Balance subject to decree in personam	2,543	15		

with

Cr.

J. Hanson Beall and Francis G. Addison, Jr., Trustees

1961							
July	6	Proceeds of Sale		6,000	00		
		Interest on deferred payment of $5,500.00 to 8/23/61		43	14	6,043	14
		Refund 1961 State and County taxes ($120.05) - 5 months 25 days		58	25	58	25
						6,101	39

Copy of Order Nisi received this
26 day of October, 1961, for
the Evening Capital.
PER:

LIBER 167 PAGE 349

No. 14,372 EQUITY

19 No. Docket

IN THE
CIRCUIT COURT
FOR
Anne Arundel County

J. Hanson Beall
and
Francis G. Addison, Jr., Trustees
VS.
Stephen Lewis Lee, Jr.,
and
Beverly B. Lee, his wife

Auditor's Report and Account

Order nisi 19

Final order 19

Filed 19

ORDER NISI

J. Hanson Beall and
Francis G. Addison, Jr., Trustees
VERSUS
Stephen Lewis Lee, Jr.,
and
Beverly B. Lee, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 14,372 Equity.

ORDERED, This 25th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th 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 28th day of November next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of November, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1961 NOV 30 PM 3:52

O. Bruce Duckett

OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 350

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1961

We hereby certify, that the annexed

Order Nisi - Eq. 14,372

Stephen Lewis Lee, Jr.

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 25th day of November, 1961. The first insertion being made the 27th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By James Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,372 Equity

J. Hanson Beall and
Francis G. Addison, Jr., Trustees
versus
STEPHEN LEWIS LEE, Jr., and BEVERLY B. LEE, his wife

Ordered, this 25th day of October, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-10

FILED
1961 NOV 15 PM 4:17

No. M. G. 13713

21

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY

LIBER 167 PAGE 351

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

JOHN C. ADAMS and
BARBARA ADAMS, his wife
501 Amberly Road
Anne Arundel County, Maryland
Defendants

Docket ____ Folio ____

Case No. 17,545 Equity

Filed ____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 26th day of September A.D. 1958 the defendants Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland,
a mortgage upon certain fee simple property in Baltimore County, therein described, to secure the payment of the mortgage debt of $11,600.00 and interest as therein mentioned, ~~wherein~~ which mortgage was short assigned on the same day to Metropolitan Life Insurance Company, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided 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.

John J. Neubauer, Sr., Attorney for
Keyser Building Plaintiff
~~Baltimore, Md. 21202~~
Le 9-3212 ~~Attorney for Plaintiff~~

FILED

1965 NOV 15 AM 9:02

FHA Form No. 2127-H
(Revised July 1954)

LIBER 1243 PAGE 3

LIBER 167 PAGE 352

MORTGAGE

Purchase Money

THIS MORTGAGE, Made this 26th day of September - - - - , A. D. 19 58 , by and between JOHN C. ADAMS AND BARBARA ADAMS, his wife, - - - - - - - - - - - - - - - -

of Anne Arundel County - - - , in the State of Maryland, hereinafter called the Mortgagor, and WEAVER BROS. INC. OF MARYLAND, a body corporate, - - - - - - - - - - - - - - - -

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

WHEREAS, the Mortgagor, ~~[struck through]~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of ELEVEN THOUSAND, SIX HUNDRED - - - - - - - - - - Dollars ($ 11600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of WEAVER BROS. INC. OF MARYLAND -, in Baltimore City, State of - - - - - Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY-NINE AND 60/100 - - - - - - - - - - - - - - - - - - Dollars ($ 69.60 - - -), commencing on the first day of November - - - - -, 19 58 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October - - - - - - - - - , 1983 . Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser; agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-0

BEING known as Lot No. 1, Block No. 1, Section 1, as shown on a Plat of Harundale, said plat being composed of twelve sheets respectively, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plats Nos. 1 to 12 inclusive;

The improvements thereon being known as No. 501 Amberly Road.

BEING the same property described in a deed of even date herewith and intended to be recorded prior hereto among the Land Records of Anne Arundel County, from Luther H. Immler, Jr., and Hazel Louise Immler, his wife, to the mortgagors herein, in fee-simple.

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
Plaintiff

vs.

JOHN C. ADAMS and
BARBARA ADAMS, his wife
501 Amberly Road
Anne Arundel County, Md.
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

A 134 281

FILED
1965 NOV 15 AM 9:02

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

2

3

LIBER 1243 PAGE 4 LIBER 167 PAGE 353

FOR VALUE RECEIVED, Weaver Bros. Inc. of Maryland hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto Metropolitan Life Insurance Company.

AS WITNESS the signature of said body corporate, Assignor, by the hand of Roy E. Paddock, its Assistant Vice President and its corporate seal hereto affixed, this 26th day of September, 1958.

Witness:

Sharon W. Noppinger

WEAVER BROS. INC. OF MARYLAND

By Roy E. Paddock

Roy E. Paddock, Ass't. Vice President

Recorded Oct. 11, 1958 at 11:22 A.M.

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

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

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

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

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

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days' time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

5

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

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

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

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

Witness: Vincent J. Leahy Jr.

John C. Adams [SEAL]

Barbara Adams [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit: LIBER 1243 PAGE 7

I HEREBY CERTIFY, That on this the 26th day of September - -, 1958 , before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared John C. Adams and Barbara Adams, his wife, - - - - - - - - - - - known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

Vincent J. Leahy Jr. Notary Public.

My commission expires: May 4th 1959

VINCENT J. LEAHY, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct. 11 1958 at 11:22 A.M.
Mailed to Real Estate Title Co. Inc.

Application #48993 Written by len
Execution approved: Approved for record:

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

STATE OF MARYLAND

Loan No. ~~PURCHASE MONEY~~

MORTGAGE

John C. Adams and Barbara Adams, his wife, TO Weaver Bros. Inc. of Maryland Assigned to Metropolitan Life Insurance Co.

Received for Record 1958 OCT 11 AM 11:22 1243 at o'clock M. Same day recorded in Liber No. Folio , etc., one of the Records of examined per 3 and Cost of Records $ 2.00 , Clerk.

1

2

No. Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder Dated as amended

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date

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

REAL ESTATE TITLE CO. Inc.

1958 OCT 11 AM 11:22 1243 FOLIO 4 CLERK

U. S. GOVERNMENT PRINTING OFFICE 16-55500-8

BALTIMORE - 2, MD.

A134281

LIBER 167 PAGE 356

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff : IN THE CIRCUIT COURT

FOR

vs.

: ANNE ARUNDEL COUNTY

JOHN C. ADAMS and
BARBARA ADAMS, his wife
501 Amberly Road : IN EQUITY
Anne Arundel County, Maryland

Defendants :

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the mortgage from John C. Adams and Barbara Adams, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 26th day of September, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1243, folio 3 and short assigned on the same day unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 11,600.00
Less payments made on account	1,747.79
Balance due on principal	$ 9,852.21
Interest to November 15, 1965	323.27
Balance due on principal and interest	$ 10,175.48
~~XXXX~~: LESS Credit in expense account	219.63
Net balance due on mortgage	$ 9,955.85

Daily interest is $ 1.44

METROPOLITAN LIFE INSURANCE COMPANY

BY: Henry D. Miller, Jr. Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 8TH ~~DAY~~ OF NOVEMBER in the year one thousand, nine hundred and sixty-five, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York aforesaid, personally appeared Henry D. Miller, Jr. THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, 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.

AS WITNESS my hand and notarial seal, the day and year last above written.

FILED
1965 NOV 15 AM 9:02

James J. McKillop
Notary Public

JAMES J. McKILLOP
NOTARY PUBLIC, State of New York
No. 30-2828570
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1967

LIBER 167 PAGE 357

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

JOHN C. ADAMS and
BARBARA ADAMS, his wife
501 Amberly Road
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

BALTIMORE COUNTY

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

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 12th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared JOHN J. NEUBAUER, SR.

and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Catherine T. Boegner
CATHERINE T. BOEGNER Notary Public

John J. Neubauer, Sr.
John J. Neubauer, Sr. - Affiant

FILED

1965 NOV 15 AM 9:02

7

E-117—1M—9-64.

LIBER 167 PAGE 358

Anne Arundel Co.

Decree in Circuit Court for ~~Baltimore County~~

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

JOHN C. ADAMS and
BARBARA ADAMS, his wife
501 Amberly Road
Anne Arundel County, Maryland

Defendants

DOCKET _____ FOLIO _____

CASE NO. 17,545 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

_____ 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 15th day of November 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 John J. Neubauer, Sr. and John J. Neubauer, Jr. be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of 10,000.00 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further 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 or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~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 Trustees~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs 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 Trustees 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 Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

E. Mackall Gaither

JUDGE

1965 NOV 15 PM 1:46

8

Judicial 10—MARYLAND—TRUSTEE TO L ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 167 PAGE 359

LIBER 13 PAGE 303

No. 17,545 Eq.

Metropolitan Life Insurance Company, Assignee

versus

John C. Adams and Barbara Adams, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, 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 Ten Thousand and 00/100 - Dollars ($ 10,000.00) 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 16th day of November in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr. and John J. Neubauer, Jr.

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

Metropolitan Life Insurance Company

versus

John C. Adams and Barbara Adams, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer, Sr. and John J. Neubauer, Jr.

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.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)

John J. Neubauer, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Thelma M. Berry
Witness as to Surety

By Robert J. Neeth
Robert J. Neeth
Attorney in fact

FILED

1967 NOV 19 AM 10: 38

9

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Known as No. 501 Amberly Road, Glen Burnie in Anne Arundel County, Maryland.

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. John C. Adams and Barbara Adams, his wife," the undersigned Trustees will sell at Public Auction on the premises the fee simple property hereinafter deserbed on

MONDAY, DEC. 13, 1965 AT 4:00 O'CLOCK P.M.

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

BEING known as Lot No. 1, Block No. 1, Section 1, as shown on a Plat of Harundale, said plat being eomposed of twelve sheets respectively, recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plats Nos. 1 to 12 inclusive. The improvements thereon being known as No. 501 Amberly Road.

The property is in fee simple.

The improvements consist of a one-story stueco dwelling, eontaining seven rooms and one bath with radiant heat, oil fired.

The property is subject to the following:

No. 10

(1) Restrictive covenants and agreements set forth in deed and agreement dated May 22, 1947, recorded in Liber J.H.H. No. 414, folio 147 between Bryne Communities, Ine. and John E. Byrne, Jr.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 360

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1965

We hereby certify, that the annexed

Trustee's Sale

John C. Adams
No. 17,545 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 13th day of December, 1965. The first insertion being made the 18th day of November, 1965.

FILED
1965 DEC 14 PM 2:47

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

(2) Easement, ten feet wide, reserved along rear of the above described property for public utility purposes.

(3) Agreement dated January 27, 1947, recorded on February 18, 1947 in Anne Arundel County between Byrne Communities, Inc. and Consolidated Gas, Electric Light and Power Company, in re: poles, etc.

Taxes, Anne Arundel County Sanitary charges, Harundale Maintenance charges and other municipal liens and charges are to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to the date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

Cost of all documentary stamps and County transfer tax, if any, shall be borne by the purchaser.

John J. Neubauer, Sr. and
John J. Neubauer, Jr.,
Trustees
Keyser Building
Baltimore, Maryland 21202
LE 9-3212

E. T. Newell & Co., Inc.
120 W. North Avenue
Baltimore, Maryland 21201

D-9

E. T. Newell & Co., Inc.

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

LIBER 167 PAGE 362

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of December, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Boyer Speed of Weaver Bros. Inc. of Maryland, Agent for Metropolitan Life Insurance Company, 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, Metropolitan Life Insurance Company,) 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.

Metropolitan Life Ins. Co.
Purchaser

agent
Weaver Bros. Inc. of Md.
Agent

BY: W. Boyer Speed

100 St. Paul Street-Baltimore, Md. 21202
Address

William M. White
Notary Public

FILED
1965 DEC 16 AM 9:13

E-123—1M—6-65.

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

VS.

JOHN C. ADAMS and
BARBARA ADAMS, his wife
501 Amberly Road, Anne Arundel Co., Md.
Defendants

—IN THE—

LIBER 167 PAGE 363

CIRCUIT COURT

—FOR—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY
Case No. 17,545

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

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr. Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate in the Third Election District of Anne Arundel County, Maryland, upon which the improvements are known as 501 Amberly Road, in the proceedings in said cause mentioned respectfully shows, that the 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 newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, one of said Trustees did pursuant to said notice on Monday the 13th day of December 1965, at 4:00 o'clock, P.M., attend on the premises and then and there sold the fee simple property to Metropolitan Life Insurance Company, whose post office address is 1 Madison Avenue, New York 10, New York, at and for the sum of Ninety-two Hundred and 00/100 ($9200.00) Dollars; it being the highest bidder therefor.

1965 DEC 16 AM 9:13

FILED

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee.

State of Maryland, ~~County~~ CITY *of Baltimore, Sct.*

I Hereby Certify, that on this 14th day of December 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore ~~aforesaid~~, personally appeared John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees 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.

AS WITNESS my hand and notarial seal.

CATHERINE T. BOEGNER Notary Public

12

John J. Neubauer, Sr. Atty. FOR: MARYLAND AZETTE Dec. 23rd Edition

LIBER 167 PAGE 364

ORDER NISI

METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE

versus

JOHN C. ADAMS AND BARBARA ADAMS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,545 Equity

Ordered, this 16th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of January next.

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

Lewis M. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE

versus

JOHN C. ADAMS AND BARBARA ADAMS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of January, 1966, 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 L. Barber
JUDGE.

FILED

1966 JAN 25 PM 12: 27

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,545 EQUITY

Metropolitan Life Insurance Company, Assignee

versus

JOHN C. ADAMS and
BARBARA ADAMS, his wife

Ordered, this 16th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of January next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
J-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 365

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1966

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,545
John C. Adams

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 January, 1966. The first insertion being made the 24th day of December, 1965.

FILED
1966 JAN 17 PM 3:11

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 4863

LIBER 167 PAGE 366

In the Case of

METROPOLITAN LIFE INSURANCE CO., ASSIGNEE

VS.

JOHN C. ADAMS, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,545 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.

February 7, 1966

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of February, 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: A. Jankowski, deputy

FILED

1966 FEB 24 AM 8:58

1966 FEB 7 AM 10:58

15

Dr. METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE VS JOHN C. ADAMS, ET UX.

LIBER 167 PAGE 367

In Acct. with JOHN J. NEUBAUER, SR. AND JOHN J. NEUBAUER, JR., TRUSTEES

				Cr.
1965, December 13,				
Proceeds of sale	9,200 00			
Interest on deferred payment of $8,700.00 from December 13, 1965 to January 25, 1966 @ 6%	60 90	9,260 90		
				9,260 90
To Trustees for fee, viz:	116 00			
To Trustees for Commissions, viz:	307 83	423 83		
TO Trustees for Court Costs, viz:				
Plaintiffs Solicitors Appearance fee	10 00			
Clerk of Courts - Court costs	28 00			
Auditor - Stating this account9	35 00	73 00		
To Trustees for Expenses, viz:				
Capital-Gazette Press - Advertising sale	92 76			
Capital-Gazette Press - Order Nisi, Sale	15 00			
The Sunpapers - Advertising sale	17 00			
E.T. Newell & Co., Inc. - Auctioneers fee	35 00			
U.S. Fidelity & Guaranty Co. - Bond Premium	20 00			
1965 Taxes Adjusted - 7/1/65 to 12/13/65	101 14			
1965 Water Rent - 2 months & 13 days	18 00			
Harundale Civic Association - Maintenance charge	48 00			
Judgment Reports	3 00			
Miscellaneous Notary fees	1 00	350 90		
To Metropolitan Life Insurance Company, this balance on account of Mortgage Claim filed	8,413 17	8,413 17		
				9,260 90

Amount of Mortgage Claim filed	9,955	85
Interest on Principal Balance of $9,852.21 from 11/15/65 to 2/23/66 - 100 days @ 5¼%	144	00
	10,099	85
Credit - Amount Allowed Above	8,413	17
Balance Subject to Decree in Personam	1,686	68

E-116—1M—4-63.

LIBER 167 PAGE 369

PETITION FOR SALE OF PROPERTY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

HOWARD RAY JARRELL and
BETTY H. JARRELL, his wife
916 Phylen Court
Anne Arundel County, Maryland

Docket _____ Folio _____

Case No. 17,565 Eq

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 28th day of September A.D. 1964 the defendant s Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $17,000.00 and interest as therein mentioned, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided 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.

John J. Neubauer, Sr., Attorney for Plaintiff
Keyser Building - Baltimore, Md. 21202
Le 9---3212

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LIBER 167 PAGE 370

FHA Form No. 2127-H
(Revised January 1963)

BOOK 1803 PAGE 359

MORTGAGE Financing Statement

Purchase Money Recorded

THIS MORTGAGE, Made this 28th day of September, A. D. 1964, by and between Howard Ray Jarrell and Betty H. Jarrell, his wife, whose post office address is 916 Phylen Court, Anne Arundel County, Maryland,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Weaver Bros. Inc. of Maryland whose post office address is 100 St. Paul Street, Baltimore, Maryland 21202 a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Seventeen Thousand and 00/100 - - - - - - - - - - Dollars ($17,000.00 - - -), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 1/4th - - - - per centum (5-1/4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Weaver Bros. Inc. of Maryland, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Ninety-Four and 01/100 - - - - - - - - - - - Dollars ($ 94.01 - - -), commencing on the first day of NOVEMBER, 1964, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of OCTOBER, 1994. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

Being known and designated as Lot No. 2 as shown on the Plat entitled "Classic Manor" Third Election District, Anne Arundel County, Maryland, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 6; the improvements thereon being known as No. 916 Phylen Court.

Being the same lot of ground described in assignment of even date herewith and intended to be recorded prior hereto among said Land Records from Mitchell J. Cator, et al, to the within named mortgagors.

Being also the same lot of ground described in a redemption deed of even date herewith and intended to be recorded prior hereto among said Land Records, from Attman Construction Co., Inc., to the within named mortgagors.

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
Plaintiff
vs.
HOWARD RAY JARRELL and BETTY H. JARRELL, his wife
Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

PETITIONER'S EXHIBIT #1

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

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LIBER 167 PAGE 371

BOOK 1803 PAGE 360

FOR VALUE RECEIVED, Weaver Bros. Inc. of Maryland hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto Metropolitan Life Insurance Company.

AS WITNESS the signature of said body corporate, Assignor, by the hand of ROY E. PADDOCK its VICE PRESIDENT and its corporate seal hereto affixed this 28th day of September, 1964.

Witness: Weaver Bros. Inc. of Maryland

Patricia A. Dillon
PATRICIA A. DILLON

By: Roy E. Paddock
ROY E. PADDOCK, VICE PRESIDENT

Recorded October 29, 1964 at 11:01 A.M.,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) amortization of the principal of said debt.

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

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

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

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

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

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

7. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days' time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John J. Neubauer, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $170.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:
Richard E. Braun

Howard Ray Jarrell [SEAL]
Howard Ray Jarrell

Betty H. Jarrell [SEAL]
Betty H. Jarrell

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1803 PAGE 363

I HEREBY CERTIFY, That on this the 25th day of September, 1964, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Howard Ray Jarrell and Betty H. Jarrell, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

Richard E. Braun
Notary Public

My commission expires: May 3, 1965.

RICHARD E. BRAUN NOTARY PUBLIC BALTIMORE, MD.

Weaver Bros. Inc. of Maryland, the Secured Party, signs this instrument to comply with the Uniform Commercial Code Article 95 B Annotated Code of Maryland. Weaver Bros. Inc. of Maryland

By: Roy E. Paddock, Vice President

Rec'd for record Sept. 29, 1964 at 11:00 A.M. Mailed to

App. 62713 Written by len

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

STATE OF MARYLAND

Loan No.

Purchase Money

MORTGAGE

Howard Ray Jarrell and wife
TO
Weaver Bros. Inc. of Maryland
& ASSIGNED TO
Met. Life Ins. Co.

RECORDED IN LIBER NO. FOLIO
LOUIS N. PHIPPS, CLERK

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

Cost of Records, $ 10.50

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1964 OCT 29 AM 11:00 & RECORDED IN LIBER LNP NO. FOLIO 36 LOUIS N. PHIPPS, CLERK

FEDERAL HOUSING COMMISSIONER

By ..... Authorized Agent.

Date .....

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

Under section ... of the National Housing Act and Regulations of the Federal Housing Commissioner

U.S. GOVERNMENT PRINTING OFFICE: 1963—O-674118

Ltd 1 Cert 35 C

LIBER 167 PAGE 374

METROPOLITAN LIFE INSURANCE COMPANY :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

HOWARD RAY JARRELL and
BETTY H. JARRELL, his wife
916 Phylen Court : IN EQUITY
Anne Arundel County, Md.
Defendants :

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the mortgage from Howard Ray Jarrell and Betty H. Jarrell, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 28th day of September, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1803, folio 359, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$17,000.00
Less payments made on account	179.83
Balance due on principal	$16,820.17
Interest to December 1, 1965	367.95
Balance due on principal and interest	$17,188.12
LESS: Credit PLUS: Debit in expense account	270.80
Net balance due on mortgage	$16,917.32

Daily interest rate is $2.46

METROPOLITAN LIFE INSURANCE COMPANY

BY: O. J. Fleig
O. J. Fleig SECOND Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 24th day of November, in the year one thousand, nine hundred and sixty-five, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York aforesaid, personally appeared O. J. Fleig SECOND Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, 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.

AS WITNESS my hand and notarial seal, the day and year last above written.

JAMES J. McKILLOP
NOTARY PUBLIC, State of New York
No. 30-2628570
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1967

James J. McKillop
Notary Public

FILED
1965 NOV 29 AM 9:59

LIBER 167 PAGE 375

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

HOWARD RAY JARRELL and
BETTY H. JARRELL, his wife
916 Phylen Court-Anne Arundel Co., Md.
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

IN EQUITY

Docket No. ____, Folio _____

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 24th day of November, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared JOHN J. NEUBAUER, SR.

and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Notary Public

John J. Neubauer, Sr. - Affiant

FILED
1965 NOV 29 AM 9:59

E-117—1M—9-64.

Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

HOWARD RAY JARRELL and
BETTY H. JARRELL, his wife
916 Phylen Court
Anne Arundel County, Maryland
Defendants

DOCKET_____ FOLIO_____
CASE NO. 17,565 Eq
FILED _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY
_____TERM, 19___

LIBER 167 PAGE 376

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 2nd day of ~~November~~ December 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 John J. Neubauer, Sr. and John J. Neubauer, Jr. be and ~~he~~ they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $17,000.00 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further 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 or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect the credit payment to bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale: and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs 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 Trustees 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 Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith ~~he shall~~ 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 E. Sachse
JUDGE

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1965 DEC -2 AM 9:43

Judicial 10—MARYLAND—TRUSTEE TO L ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 167 PAGE 377
STATE OF MARYLAND LIBER 13 PAGE 326

No. 17,565 Equity

Metropolitan Life Insurance Company, Assignee

versus

Howard Ray Jarrell and Betty H. Jarrell, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr., and John J. Neubauer, Jr., 402 Keyser Building, Baltimore, Maryland 21202

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 Seventeen Thousand and 00/100 - Dollars ($17,000.00) 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 2nd day of December in the year of our Lord one thousand, nine hundred and sixty-five.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr., and John J. Neubauer, Jr.,

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

Metropolitan Life Insurance Company, Assignee

versus

Howard Ray Jarrell and Betty H. Jarrell, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer, Sr., and John J. Neubauer, Jr.

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.

Marie C Sigwart (SEAL)
Marie C. Sigwart

(SEAL)

(SEAL)

John J. Neubauer, Sr. (SEAL)

John J. Neubauer, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Douglas Von Hagel
Douglas Von Hagel
Attorney in fact

Bond approved this 13th day of December, 1965
James H. Piggin, Clerk

FILED
1965 DEC 13 AM 9:35

JOHN J. NEUBAUER
Solicitor
Keyser Building
Baltimore, Maryland - 21202

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Know as No. 916 Phylen Court in Anne Arundel County, Maryland.

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. Howard Ray Jarrell and Betty H. Jarrell, his wife," the undersigned Trustees will sell at public auction on the premises the fee simple property hereinafter described on

TUES., DEC. 28, 1965 AT 4:00 O'CLOCK P.M.

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 2 as shown on the Plat entitled "Classic Manor," Third Election District, Anne Arundel County, Maryland, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 28, folio 6.

The improvements thereon being known as No. 916 Phylen Court.

The property is in fee simple.

The improvements consist of a one and one-half story brick dwelling, containing six rooms and one bath with forced hot-air heat, gas fired.

No. The property is subject to the following:

(1) Deed between Baltimore Gas and Electric Company and Attman Construction Co., Inc., dated August 2, 1956 and recorded in Liber GTC No. 1056, folio 85, re: poles, wires, etc.

(2) Restrictions set forth in Deed dated October 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1074, folio 145 between Attman Construction Co., Inc., et al.

(3) Easement, ten feet in width, through the property hereinabove described, all as more fully shown on a survey dated August, 1964 and made by Shives and Wimmer, Surveyors and Engineers.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges are to be adjusted to the date of sale.

A deposit of $750.00, in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to the date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 378

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 23 1965

We hereby certify, that the annexed Trustee's Sale

Howard Ray Jarrell
No. 17,565 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 23th day of December, 1965. The first insertion being made the 2nd day of December, 1965.

FILED
1965 DEC 23 PM 2:19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Cost of all coumentary stamps and County transfer tax, if any, shall be borne by the purchaser.

JOHN J. NEUBAUER, SR. and
JOHN J. NEUBAUER, JR.,
Trustees

Keyser Building
Baltimore, Maryland 21202
LE 9-3212
E. T. NEWELL & CO., INC.
120 W. North Avenue
Baltimore, Maryland 21201

D-21

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of December, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Boyer Speed of Weaver Bros. Inc. of Maryland, Agent for Metropolitan Life Insurance Company, 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~~) ~~x they are~~

(that he is the agent for the purchaser, Metropolitan Life Insurance Company,) 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.

Metropolitan Life Ins. Co. (SEAL)
Purchaser

~~Metropolitan Life Ins. Co.~~ (SEAL)
~~x Purchaser x~~

BY: W. Boyer Speed
Agent for Metropolitan Life Insurance Company

100 St. Paul Street-Baltimore, Md. 21202
Address

William M. Flute
Notary Public

FILED
1966 DEC -4 AM 9:12

FILED
1966 JAN -3 AM 9:34

E-123—1M—6-65.

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

VS.

HOWARD RAY JARRELL and
BETTY H. JARRELL, his wife
916 Phylen Court, Anne Arundel Co., Md.

Defendants

—IN THE—

LIBER 167 PAGE 381

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY

~~BALTIMORE COUNTY~~

Case No. 17565

ANNE ARUNDEL

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

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate in the Third Election District of Anne Arundel County, Md., upon which the improvements are known as 916 Phylen Court, in the proceedings in said cause mentioned respectfully shows, that the 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 newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Tuesday the 28th day of December, 1965, at 4:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Metropolitan Life Insurance Company, New York 10, New York, at and for the sum of Fifteen Thousand and 00/100 ($15,000.00) Dollars; it being the highest bidder therefor.

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee.

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

I Hereby Certify, that on this 29th day of December, 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 J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees 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.

AS WITNESS my hand and notarial seal.

Notary Public

1966 DEC -4 AM 9:12

1966 JAN 3 AM 9:34

John J. Neubauer, Sr., Attorney

FOR: Maryland Gazette
(January 6th Edition)

LIBER 167 PAGE 382

ORDER NISI

METROPOLITAN LIFE INSURANCE COMPANY

versus

HOWARD RAY JARRELL and

BETTY H. JARRELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,565 Equity

Ordered, this 3rd day of January, 1966, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees

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

The report states that the amount of sale was $ 15,000.00

True Copy, Louis N. Phipps Clerk.

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

versus

HOWARD RAY JARRELL and

BETTY H. JARRELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of February, 1966 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 Sadusc
JUDGE.

FILED

1966 FEB -8 PM 2:30

13

D.

LIBER 167 PAGE 383

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,565 Equity

METROPOLITAN LIFE INSURANCE COMPANY
versus
HOWARD RAY JARRELL and BETTY H. JARRELL, his wife

Ordered, this 3rd day of January, 1966, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of February, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of February next.

The report states that the amount of sale was $15,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
J-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1966

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,565

Howard Ray Jarrell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of February, 1966. The first insertion being made the 6th day of January, 1966.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

No. M. G. 3461

LIBER 167 PAGE 384

In the Case of

METROPOLITAN LIFE INSURANCE CO., ASSIGNEE

VS.

HOWARD RAY JARRELL, ET UX.

In the

Circuit Court

For

Anne Arundel County

No. 17,565 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 FEB 11 PM 3:45 CLERK'S OFFICE

All of which is respectfully submitted.

February 11, 1966

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of March, 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: A. Jankowski, deputy

FILED

1966 MAR -1 AM 9:11

15

Dr. METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE vs HOWARD RAY JARRELL, ET UX.

In Acct. with JOHN J. NEUBAUER, SR. AND JOHN J. NEUBAUER, JR., TRUSTEES

			Cr.
1965, December 28,			
Proceeds of sale	15,000 00		
Interest on deferred payment of $14,500.00 from			
December 28, 1965 to February 8, 1966 @ 6%	96 67	15,096 67	
Rent collected December 1965	135 00	135 00	
			15,231 67
To Trustees for fee, viz:	170 00		
To Trustees for Commissions, viz:	482 90	652 90	
To Trustees for Court Costs, viz:			
Plaintiff's Solicitors Appearance fee	10 00		
Clerk of Courts - Court Costs	28 00		
Auditor - Stating this account	35 00	73 00	
To Trustees for expenses, viz:			
Capital-Gazette Press - Advertising sale	99 76		
Capital-Gazette Press - Order Nisi, sale	15 00		
The Sunpapers - Advertising sale	17 00		
E. T. Newell & Co., Inc. - Auctioneers fee	35 00		
U.S.Fidelity & Guaranty Co. - Bond Premium	34 00		
1965-66 Taxes, Adj. - 7/1/65 to 12/28/65	140 45		
1965 Water Rent - 2 months, 28 days	24 00		
Judgment reports	3 00		
Miscellaneous Notary fees	1 00	369 21	
To Metropolitan Life Insurance Company, this			
balance on account of mortgage claim filed	14,136 56	14,136 56	
			15,231 67

Amount of Mortgage Claim filed	16,917	32
Interest on Principal Balance of $16,820.17 from 12/1/65 to 2/26/66 - 87 days @ 5¼ %	214	02
	17,131	34
CREDIT - Amount allowed above	14,136	56
Balance Subject to Decree in Personam	2,994	78

LIBER 167 PAGE 387

ROGER A. CLAPP, Attorney Named in Mortgage vs. JOSEPH JOHN LEE and ANNA LEE, his wife	*	NO. 17,531 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

****

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above case, file the original mortgage, file the statement of mortgage claim, file the affidavit of non-military service, and enter our appearance for the attorney named in the mortgage.

ANDERSON & ANDERSON
By: Richard G. Anderson

Richard G. Anderson
Solicitor for Roger A. Clapp,
Attorney Named in Mortgage
92 Franklin Street
Annapolis, Maryland
268-5035

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1965 NOV -1 PM 2:25

LIBER 167 PAGE 388 THIS MORTGAGE, Made this 9th BOOK 1716 PAGE 173 day of December in the year

One thousand nine hundred and sixty-three by JOSEPH JOHN LEE

and ANNA LEE, his wife,

both of Anne Arundel County, in the State of Maryland (hereinafter sometimes called "the Mortgagors"), parties of the first part, and THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, a corporation duly organized and existing under the laws of the State of Maryland (hereinafter sometimes called "the Mortgagee"), party of the second part.

WHEREAS, the Mortgagors, being members of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY and as such members sharing and participating in the profits of the same, have received therefrom an advance of Five Thousand Dollars ($ 5,000.00), on the Fifty (50) shares of stock held and owned by the Mortgagors in their own right, being the par value of the same, at its maturity; and

WHEREAS, it is hereby expressly understood and agreed by and between the parties hereto that the Mortgagors shall have the right to prepay, in whole or in part, the indebtedness secured hereby at any time prior to maturity; provided, however, that in the event of any such prepayment they shall be obligated to pay the full amount of the interest and premium due for the calendar month in which such prepayment is made and the Mortgagee shall not be obligated to make any adjustment of interest or of premium for the period from the date of such prepayment to the last day of that calendar month and provided, further, that in the event that prepayment is made in full within one year from the date of this Mortgage, the Mortgagee may, at its election, require the Mortgagors to pay a premium charge of one percent (1%) of the original principal amount hereof; and

WHEREAS, it has been agreed by and between the Mortgagors and the Mortgagee that the payment of dues, interest, premiums and fines and of all other sums, as hereinafter provided, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage on the property hereinafter described and the execution of such Mortgage is a condition precedent to said advance;

*

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, in consideration of the premises and the sum of one dollar ($1.00) this day paid, the Mortgagors do grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all that lot(s) or parcel(s) of ground, situate, lying and being in Fourth Election District of/ Anne Arundel County, in the State of Maryland, ~~and more particularly described as follows:~~ which is shown and designated as lot numbered 87-J on the plat of Champion Forest, which said plat is now recorded among the plat records of Anne Arundel County in Plat Book No. 11, page 14, and which is more particularly described as follows according to a survey and plat thereof made in July 1958, by Charles A. Myers, Surveyor, to wit;

BEGINNING for the same at a pipe on the Northwest side of Apple Avenue (40 feet wide), said pipe being South 60 degrees 55 minutes West 200.00 feet from the Southwest side of Orchard Avenue, said pipe also being at the southeasternmost corner of lot No. 87J as shown on the plat of "Champion Forest", recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, page 14, running thence along the Northwest side of Apple Avenue as now surveyed by magnetic bearings of 1958, South 60 degrees 55 minutes West 100.00 feet to a pipe, thence leaving that avenue and binding on the division line between lots No. 87J and 87K, North 29 degrees 05 minutes West 200.00 feet to a pipe, thence binding on the division line between lots Nos. 87J and 87P and running parallel with Apple Avenue, North 60 degrees 55 minutes East 100.00 feet to a pipe, thence binding on the division line between lots No.87J and 87I and running parallel with the second line of the parcel being described herein, South 29 degrees 05 minutes East 200.00 feet to the place of beginning, containing four hundred fifty-nine one thousandths of an acre (0.459) of land, more or less. Being all of lot No. 87J as shown on the above mentioned plat of "Champion Forest".

BEING all of the same property which was conveyed from Juliana T. Paca, unmarried, to the said Joseph John Lee and Anna Lee, his wife, the Mortgagors herein, by deed dated August 12, 1961, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1499, folio 414.

RECORDATION TAX ACT OF 1947 $11.00

$11.00

FILED

1963 NOV -1 PM 2:25

* If this is to be a Purchase Money Mortgage, insert in this space appropriate WHEREAS clause.

2

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

TOGETHER WITH the improvements thereon and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the Mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant with the Mortgagee, its successors and assigns, as follows: (1) to pay to the Mortgagee, its successors or assigns, on or before the third Tuesday of each and every month, the sum of $.30 per share on each and every of said shares of stock as dues, the sum of Fifty Cents per share as interest on said advance and the sum of Ten Cents per share as a premium; (2) to pay all such fines as may by the Mortgagee, in conformity with its Certificate of Incorporation and By-Laws, be imposed upon the Mortgagors for any default made in the payment of said monthly dues and interest; (3) to keep the improvements now existing or hereafter erected on the mortgaged property in good repair; (4) to keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties and contingencies as may be required from time to time by the Mortgagee and in such amounts and for such period as may be required by the Mortgagee, and will promptly pay, when due, all premiums on such insurance provision for payment of which has not been made hereinbefore; it being expressly understood and agreed between the parties hereto that all such insurance shall be carried in companies approved by the Mortgagee, that the policies and renewals thereof shall be held by the Mortgagee and shall have endorsed thereon and attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, and that, in the event of loss, the Mortgagors will give immediate notice by mail to the Mortgagee, which may make proof of loss if not promptly made by the Mortgagors, and finally that each insurance company named in any such policy is hereby authorized and directed to make payment for such loss direct to the Mortgagee instead of to the Mortgagors and the Mortgagee jointly, and that 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; (5) to pay all taxes, all public dues, charges and assessments, water rents and all other governmental or municipal charges, fines or impositions for which the property hereby mortgaged has heretofore, or may hereafter, become liable, and in default of such payment that the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt secured hereby, shall be payable on demand, shall bear interest at the rate of 6% per annum and shall be secured by this Mortgage; (6) that it shall be deemed a default under this Mortgage if they shall sell, cease to own, transfer or dispose of the mortgaged property without the written consent of the Mortgagee; and (7) to obey the By-Laws of the Mortgagee now in force or hereafter to be adopted. All of said covenants shall continue in full force and effect until the whole amount of said advance, interest, premium and fines and all amounts paid for insurance, taxes, public dues, charges and assessments, with interest thereon as hereinabove provided, shall, by the payments made by the Mortgagors and dividends allowed by the Mortgagee, be paid in full.

AND it is agreed that until default is made in any agreement, covenant or condition of this Mortgage, the Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but in case the Mortgagors should fail to pay the dues, premiums, interest and fines, or either or any of them, or should fail to perform any one or more of the agreements, covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and payable forthwith, and the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of the mortgaged 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 it is further agreed that if at any time after the date of these presents the Mortgagee, its successors and assigns, shall become a party to any suit or legal proceeding either involving the title of the land hereby conveyed, or instituted for the condemnation of the same or any part thereof or of any right therein or affecting in any way the validity or integrity of the loan hereby secured, it is hereby expressly covenanted and agreed that the Mortgagee, its successors and assigns, shall have the right to employ an attorney or attorneys to represent it in such suit or legal proceeding and to pay such attorney or attorneys reasonable compensation for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee, its successors or assigns, shall become a part of the debt hereby secured and shall be payable on demand.

AND it is further agreed that if the property hereby conveyed or any part thereof be sold under the provisions of this Mortgage, all crops growing thereon on the day of sale shall pass with the title to said property so sold to the purchaser or purchasers thereof, his, her or their heirs, personal representatives and assigns.

AND the 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 Public General Laws or any Public Local Laws of the State of Maryland, relating to Mortgages, including any amendments, supplements or additions thereto, do hereby consent to the passage of a decree by the Circuit Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this Mortgage (said sale to take place only after a default has occurred in any of the covenants or conditions of this Mortgage, as herein provided); or this Mortgage may be foreclosed, and the property herein sold, by the Mortgagee, or its successors or assigns, or by *John S. Stanley its duly constituted attorney, after any such default shall have occurred as aforesaid. 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

*Roger A. Clapp

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 located; 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 additional 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, with interest to the date of the final ratification of such sale; and, third, the balance, if any, to the Mortgagors, their heirs, personal representatives, successors or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, their 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 the Mortgagors covenant to warrant specially the property hereby conveyed and to execute such further assurances thereof as may be requisite.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If more than one Mortgagor shall execute this Mortgage, any and all covenants on the part of the Mortgagors to be performed herein shall be joint and several.

WITNESS the hands and seals of the Mortgagors the day and year first above written.

TEST: as to both:

Eleanor Duval Lowery

Joseph John Lee (SEAL)
Joseph John Lee

TEST:

Anna Lee (SEAL)
Anna Lee

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, To Wit:

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 in and for the County aforesaid, personally appeared Joseph John Lee and Anna Lee, the Mortgagors named in the aforegoing Mortgage, and did each acknowledge the aforegoing Mortgage to be their respective act.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires
May 3, 1965

Eleanor Duval Lowery, Notary Public

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, To Wit:

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 the County aforesaid, personally appeared Louise A. Flester, the Agent of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, the Mortgagee named in the aforegoing Mortgage, and made oath in due form of law that the consideration in the aforegoing Mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires
May 3, 1965

Eleanor Duval Lowery, Notary Public

Rec'd for record Dec 11, 1963 at 3:41 P.M.

4/ Mailed to Laurel Bldg. Assn. of Prince Georges Co.

ROGER A. CLAPP, Attorney Named in Mortgage
vs.
JOSEPH JOHN LEE and ANNA LEE, his wife

* NO. EQUITY
* IN THE
* CIRCUIT COURT
* FOR ANNE ARUNDEL COUNTY

LIBER 167 PAGE 391

No. 17,531 Eq. 7

AFFIDAVIT OF NON-MILITARY SERVICE

PRINCE GEORGE'S COUNTY
~~ANNE ARUNDEL COUNTY~~,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 30th day of October, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel County~~ Prince George's County, JAMES S. BROGAN, Jr., Executive Vice President of the Laurel Building Association of Prince George's County, the Mortgagee - - - - - - - -

~~plaintiff~~, in the above entitled cause, and made oath, in due form of law, that the defendants

(Here, state facts showing that the defendant is not in the military service of the United States of America.)

JOSEPH JOHN LEE and ANNA LEE, his wife, are residents of the State of Maryland and are not -

~~and~~ 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 October, 19 65.

Notarial Seal

Eleanor Duval Lowery
Notary Public.

My Commission will expire on:
July 1, 1967

Filed,

FILED
1965 NOV -1 PM 2:25

LIBER 167 PAGE 392

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ROGER A. CLAPP,
Attorney Named in Mortgage
vs.

EQUITY NO. 17 731

JOSEPH JOHN LEE and

ANNA LEE, his wife

STATEMENT OF MORTGAGE CLAIM

Loan.....	$5,009.92
Insurance premium advanced.....	66.00
Interest and fines thru November 1965.....	182.93
Owing thru November 1965.....	$5,258.85

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of October 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANCES S. BEVERINA, who made oath in due form of law thatshe is the Treasurer of The Laurel Building Association of Prince George's County and that the above Statement of Mortgage Claim is true and correct and represents the amount due and owing to said The Laurel Building Association of Prince George's County as of 30 November 1965, under the loan secured by a mortgage dated 9 December 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, Folio 173.

AS WITNESS my hand and Notarial Seal.

Eleanor Duval Lowery, Notary Public

My commission expires: 1 July 1967

FILED

1965 NOV -1 PM 2:25

7

LIBER 13 PAGE 312 LIBER 167 PAGE 393

ROGER A. CLAPP
Attorney Named in Mortgage

vs.

JOSEPH JOHN LEE and

ANNA LEE, his wife

* NO. 17,531 EQUITY

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

*

* * * * * * * * * * *

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Roger A. Clapp, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand five hundred ($5,500.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of November in the year Nineteen hundred sixty-five.

WHEREAS, the above bounden Roger A. Clapp, by virtue of the power contained in a mortgage from Joseph John Lee and Anna Lee, his wife, to the Laurel Building Association of Prince George's County, dated December 9, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1716, folio 173, and;

WHEREAS, default having been made in the payment of said mortgage debt, interest and expenses, the said Roger A. Clapp, under said power, is about to sell said property.

Bond approved this 26th day of November, 1965

FILED Louis M. Phipps, Clerk

1965 NOV 26 PM 3:24

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That if the above bounden Roger A. Clapp 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 the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Roger A. Clapp has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

Signed, sealed and delivered in the presence of

Mary C. Dunser

AS TO SURETY:

Richard I. Anderson

Roger A. Clapp (SEAL)
Roger A. Clapp

NATIONAL SURETY CORPORATION

BY Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

9

ANDERSON & AND ON
Attorneys at La..
92 Franklin Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

LOCATED ON APPLE AVENUE, CHAMPION FOREST, FOURTH ELECTION DISTRICT ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Joseph John Lee and Anna Lee, his wife, dated December 9, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1716, folio 173, default having occurred in the payment of said mortgage, the undersigned Attorney will sell on the premises on

SAT., NOV. 27, 1965 AT 11:00 O'CLOCK A.M.

ALL that lot, piece or parcel of ground, situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, and which is shown and designated as Lot numbered 87-J on the plat of Champion Forest, which said plat is now recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 14, and which is more particularly described as follows according to a survey and plat thereof made in July 1958, by Charles A. Myers, Surveyor, to wit.

BEGINNING for the same at a pipe on the Northwest side of
No. Apple Avenue (40 feet wide), said pipe being South 60 degrees 55 minutes west 200.00 feet from the Southwest side of Orchard Avenue, said pipe also being at the southeasternmost corner of lot No. 87J as shown on a plat of "Champion Forest," recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, page 14, running thence along the Northwest side of Apple Avenue as now surveyed by magnetic bearings of 1958 South 60 degrees 55 minutes West 100.00 feet to a pipe, thence leaving that avenue and binding on the division line between lots No. 87J and 87K, North 29 degrees 05 minutes West 200.00 feet to a pipe, thence binding on the division line between lots Nos. 87J and 87P and running parallel with Apple Avenue, North 60 degrees 55 minutes East 100.00 feet to a pipe, thence binding on the division line between lots Nos. 87J and 87I and running parallel with the second line of the parcel being described herein, South 29 degrees 05 minutes East 200.00 feet to the place of beginning, containing four hundred fifty-nine one thousandths of an acre (0.459) of land, more or less. Beingall of lot No. 87J as shown on the above mentioned plat of "Champion Forest."

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 167 PAGE 395

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1965

We hereby certify, that the annexed

Attorney's Sale
No. 17,531 Eq.
Joseph John Lee et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of November, 1965. The first insertion being made the 5th day of November, 1965

FILED
1965 NOV 26 PM 1:59

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

BEING all of the same property which was conveyed from Juliana T. Paca, unmarried, to the said Joseph John Lee and Anna Lee, his wife, by deed dated August 12, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1499, folio 414.

SUBJECT, however, to the covenants, agreements, conditions limitations, easements and restrictions of record affecting said premises.

Improved by a one-story cement block dwelling, 5 rooms and one bath, with composition roof.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six (6 per cent) per centum from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and all other public charges to be adjusted to date of sale. Expense of conveyancing, recordation and documentary stamps to be borne by purchaser.

For further particulars apply to the undersigned.

ROGER A. CLAPP
HINKLEY AND SINGLEY
1600 First National Bank Bldg.
Baltimore, Maryland
Attorney named in Mortgage
GEORGE SCIBLE
Auctioneer N-22

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

LIBER 167 PAGE 397

ATTORNEY'S SALE
OF
VALUABLE IMPROVED FEE SIMPLE PROPERTY
LOCATED ON APPLE AVENUE, CHAMPION FOREST
FOURTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Joseph John Lee and Anna Lee, his wife, dated December 9, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1716, folio 173, default having occurred in the payment of said mortgage, the undersigned Attorney will sell on the premises on

SATURDAY, NOVEMBER 27, 1965
at 11:00 o'clock A.M.

ALL that lot, piece or parcel of ground, situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, and which is shown and designated as Lot numbered 87-J on the plat of Champion Forest, which said plat is now recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 14, and which is more particularly described as follows according to a survey and plat thereof made in July 1958, by Charles A. Myers, Surveyor, to wit:

BEGINNING for the same at a pipe on the Northwest side of Apple Avenue (40 feet wide), said pipe being South 60 degrees 55 minutes west 200.00 feet from the Southwest side of Orchard Avenue, said pipe also being at the southeastermost corner of lot No. 87J as shown on a plat of "Champion Forest", recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, page 14, running thence along the Northwest side of Apple Avenue as now surveyed by magnetic bearings of 1958, South 60 degrees 55 minutes West 100.00 feet to a pipe, thence leaving that avenue and binding on the division line between lots No. 87J and 87K, North 29 degrees 05 minutes West 200.00 feet to a pipe, thence binding on the division line between lots Nos. 87J and 87P and running parallel with Apple Avenue, North 60 degrees 55 minutes East 100.00 feet to a pipe, thence binding on the division line between lots No. 87J and 87I and running parallel with the second line of the parcel being described herein, South 29 degrees 05 minutes East 200.00 feet to the place of beginning, containing four hundred fifty-nine one thousandths of an acre (0.459) of land, more or less. Being all of lot No. 87J as shown on the above mentioned plat of "Champion Forest".

BEING all of the same property which was conveyed from Juliana T. Paca, unmarried, to the said Joseph John Lee and Anna Lee, his wife, by deed dated August 12, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1499, folio 414.

SUBJECT, however, to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said premises.

Improved by a one-story cement block dwelling, 5 rooms and one bath, with composition roof.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six (6%) per centum from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and all other public charges to be adjusted to date of sale. Expense of conveyancing, recordation and documentary stamps to be borne by purchaser.

For further particulars apply to the undersigned.

Roger A. Clapp
Hinkley and Singley
1600 First National Bank Building
Baltimore, Maryland
Attorney named in mortgage

George Scible
Auctioneer

FILED

1965 DEC -7 AM 9:24

THIS IS TO CERTIFY that ~~(I)~~ (we) have this day purchased from Roger A. Clapp, Attorney named in Mortgage, at public auction, the property herein described at and for the sum of Six Thousand ($6,000.00), and ~~(I)~~ (we) agree to comply with the terms of sale and to sign a Purchaser's Affidavit when presented, as required by the Maryland Rules of Procedure.

WITNESS ~~(my)~~ (our) hand(s) and seal(s) this 27th day of November, 1965.

WITNESS:

Eugene Mitchem (SEAL)

Mary E. Mitchem (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Roger A. Clapp, Attorney named in Mortgage, the property herein described to Eugene & Mary E. Mitchem at and for the sum of Six Thousand ($6,000.00), ~~(I)~~ ~~(he)~~ ~~(she)~~ (they) being at that price the highest bidder.

WITNESS my hand and seal this 27th day of November, 1965.

WITNESS:

George W. Scible (SEAL)
Auctioneer

EXHIBIT "A"

FILED

1965 DEC -7 AM 9:24

12

ROGER A. CLAPP Attorney Named in Mortgage	*	No. 17,531 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
JOSEPH JOHN LEE and ANNA LEE, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

LIBER 167 PAGE 399

* * * * * * * * * * *

AFFIDAVIT

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

I HEREBY CERTIFY that on this 6th day of December, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene Mitchem and Mary E. Mitchem, his wife, who made oath in due form of law that they are the purchasers of the property described in these proceedings, that at the time they purchased the said property they were not acting as agents for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that they have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and seal Notarial.

Beatrice C. Dewberry
Notary Public

My Commission expires:

July 1, 1967

EXHIBIT "A"

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1965 DEC -7 AM 9:24

ROGER A. CLAPP Attorney Named in Mortgage	*	NO. 17,531 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
JOSEPH JOHN LEE and ANNA LEE, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

LIBER 167 PAGE 400

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Roger A. Clapp, the attorney for the purpose of foreclosure, respectfully shows:

That after giving bond for the faithful discharge of his duties under the power of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in The Maryland-Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by handbills posted upon the premises and also posted throughout Anne Arundel County, he did, pursuant to said notice, attend on the premises, in Champion Forest, Fourth Election District, Anne Arundel County, Maryland, on Saturday, November 27, 1965 at 11:00 o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the State of Maryland, which is more particularly described as follows; that is to say;

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1965 DEC -7 AM 9:24

14

BEGINNING for the same at a pipe on the Northwest side of Apple Avenue (40 feet wide), said pipe being South 60 degrees 55 minutes west 200.00 feet from the Southwest side of Orchard Avenue, said pipe also being at the southeastemmost corner of Lot No. 87J as shown on a plat of "Champion Forest", recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, page 14, running thence along the Northwest side of Apple Avenue as now surveyed by magnetic bearings of 1958, South 60 degrees 55 minutes West 100.00 feet to a pipe, thence leaving that avenue and binding on the division line between lots No. 87J and 87K, North 29 degrees 05 minutes West 200.00 feet to a pipe, thence binding on the division line between lots Nos. 87J and 87P and running parallel with Apple Avenue, North 60 degrees 55 minutes East 100.00 feet to a pipe, thence binding on the division line between lots No. 87J and 87I and running parallel with the second line of the parcel being described herein, South 29 degrees 05 minutes East 200.00 feet to the place of beginning, containing four hundred fifty nine one thousandths of an acre (0.459) of land, more or less. Being all of lot No. 87J as shown on the above mentioned plat of "Champion Forest".

BEING all of the same property which was conveyed from Juliana T. Paca, unmarried, to the said Joseph John Lee and Anna Lee, his wife, by deed dated August 12, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1499, folio 414.

SUBJECT, however, to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said

premises; improved by a one-story cement block dwelling, 5 rooms and one bath, with composition roof, for the sum of Six Thousand ($6,000.00) dollars to Eugene Mitchem and Mary E. Mitchem, his wife, they being the highest bidders for the property. A copy of the handbill, Purchaser's Agreement and Auctioneer's Certificate is filed herewith, marked "Exhibit 'A'".

Roger A. Clapp, Attorney Named in mortgage.

Anderson & Anderson

Anderson & Anderson

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ROGER A. CLAPP, Attorney named in mortgage, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

AS WITNESS my hand and seal Notarial.

My Commission Expires:

July 1, 1967

Carrie M. Knight

CARRIE M. KNIGHT Notary Public

16

RICHARD G. ANDERSON, AT... FOR: MARYLAND GA... TE Dec. 9th Edition

LIBER 167 PAGE 403

ORDER NISI

ROGER A. CLAPP ATTORNEY NAMED IN MORTGAGE

versus

JOSEPH JOHN LEE AND ANNA LEE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,531 Equity

Ordered, this 7th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

ROGER A. CLAPP ATTORNEY NAMED IN MORTGAGE

versus

JOSEPH JOHN LEE AND ANNA LEE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, 1966 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 Jackson JUDGE.

FILED

1966 JAN 11 PM 2:21

17

LIBER 167 PAGE 404

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,531 Equity

ROGER A. CLAPP, Attorney Named in Mortgage

versus

JOSEPH JOHN LEE and ANNA LEE, his wife

Ordered, this 7th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next. .. ..

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,531

Joseph John Lee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1966. The first insertion being made the 9th day of December, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 DEC 31 PM 2:23

No. M. G. 4

In the Case of

ROGER A. CLAPP, ATTORNEY NAMED IN MORTGAGE

VS.

JOSEPH JOHN LEE AND ANNA LEE, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,531 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
1966 FEB -8 AM 10:29

All of which is respectfully submitted.
February 8, 1966

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of February, 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.

John H. Phipps
Clerk
Per: R. E. Williamson, deputy

FILED
1966 FEB 24 AM 8:58

Dr. ROGER A. CLAPP, ATTORNEY NAMED IN MORTGAGE VS. JOSEPH JOHN LEE & ANNA LEE, HIS WIFE

In Acct. with ROGER A. CLAPP, ATTORNEY NAMED IN MORTGAGE

				Cr.	
1965, November 27,					
Proceeds of sale	6,000	00			
Interest on deferred payment of $5,500.00 from					
November 27, 1965 to January 15, 1966 @ 6%	44	88	6,044	88	
					6,044 88
To Attorney for fee, viz:	100	00			
To Attorney for Commissions, viz:	211	35	311	35	
To Attorney for Court Costs, viz:					
Plaintiffs Solicitors Appearance fee	10	00			
Clerk of Courts - Court costs	28	00			
Auditor - stating this account	40	00	78	00	
To Attorney for expenses, viz:					
Capital-Gazette Press - Advertising sale	131	24			
Capital-Gazette Press - Order Nisi, Sale	15	00			
Barrett Printing Company, Inc.- Handbills	25	75			
George W. Scible - Auctioneers fee	40	00			
National Surety Corp. - Bond Premium	22	00			
1965 Taxes, Adj. - 7/1/65 to 11/27/65 (8.27)	3	10			
Miscellaneous Notary fees	2	00	239	09	
To The Laurel Building Association of P.G. County					
Mortgage Claim in full as filed	5,258	85			
Interest on Principal Balance of $5,258.85 from					
12/1/65 to 2/24/66 - 85 days @ 6%	73	52	5,332	37	
To Joseph John Lee & Anna Lee, this surplus	84	07	84	07	
					6,044 88

LIBER 167 PAGE 407

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE R. SMITH	*	FOR
AND JACQUELINE M. SMITH,	*	ANNE ARUNDEL COUNTY
HIS WIFE.	*	NO. 17569 EQUITY

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.,
Attorney named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

FILED
1965 NOV 30 AM 9:53

LIBER 167 PAGE 408 BOOK 1423 PAGE 39 No. 17,569 Equity

This Mortgage, Made this 13th day of September, 1960

by and between George R. Smith and Jacqueline M. Smith, his wife

1715

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -94- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 9,400.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those ~~lot~~ two parcels of ground, situate, lying and being in Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

FIRST PARCEL: BEGINNING for the first at a point on the Southwest side of a 24 foot right-of-way distant South 46° 35' West 24 feet from the Northwest or West corner of a lot conveyed by John C. Fleming and wife to Richard E. Waters by Deed dated September 2, 1920 and recorded among the Land Records of said County in Liber W.N.W. 13, folio 343, and running from thence with the Southwest side of the said right-of-way with the use thereof in common South 40° 45' East 100 feet thence with the Northwest side of a second right-of-way with the use thereof in common 20 feet wide, South 46° 35' West 263 feet being a continuation of the Southeast line of the said conveyance to Richard E. Waters, thence with the Northeast line of a third right-of-way, with the use thereof in common, North 41° 7' West 100 feet, thence leaving the said right-of-way with the use thereof in common, and running North 46° 35' East 263.63 feet to the place of beginning.

SECOND PARCEL: BEGINNING for the same on the Southwest side of a 24 foot right-of-way at the beginning point of the lot of ground conveyed by John C. Fleming and wife to Anna M. Claffy by Deed dated April 9, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 41, folio 91; and confirmatory Deed dated September 17, 1924 and recorded as aforesaid in Liber W.N.W. 61, folio 349, and running thence with the Southwest side of said right-of-way with the use thereof in common, North 40° 45' West 100 feet, thence South 46° 35' West 263 feet more or less to a second right-of-way 20 feet wide, with the use thereof in common, thence South 41° 7' East 100 feet to the fourth line of the aforesaid Deed to Anna M. Claffy, thence with the last mentioned line North 46° 35' East 263.63 feet to the place of beginning.

1965 NOV 30 AM 9:54

BEING the same property which the said Mortgagors acquired from John George Vogel, Jr. and Mary Vogel, his wife, by Deed dated June 7, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1396, folio 563.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all those parcels of ground

2

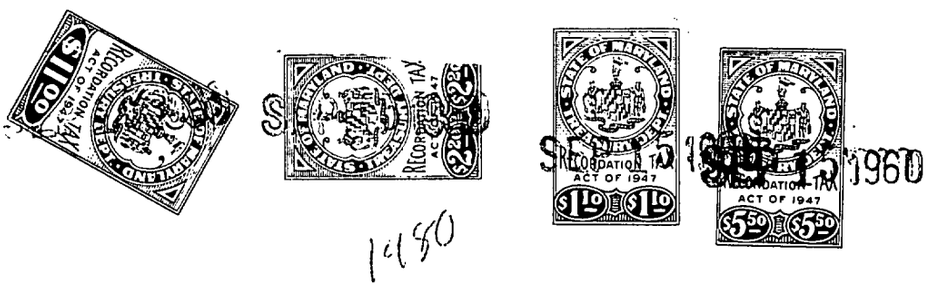
3

previously conveyed, as follows:

1. Deed to Charles Ricklin, Jr. and Marian L. Ricklin, his wife dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 118.

2. Deed to John R. Warner and Anne N. Warner, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 115.

3. Confirmatory Deed to James R. Warner and Anne N. Warner, his wife dated April 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 587.



1480

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

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.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 47.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 47.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty 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 taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its 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, fees, 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, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 9,400.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

George R. Smith (SEAL)
George R. Smith

(SEAL)

Jacqueline M. Smith (SEAL)
Jacqueline M. Smith, his wife

(SEAL)

4

5

BOOK 1423 PAGE 42 LIBER 167 PAGE 411

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared George R. Smith and Jacqueline M. Smith, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Amelia H. Tubman
Notary Public.

Rec'd for record Sept. 15, 1960 at 9:03 A.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

GEORGE R. SMITH
JACQUELINE M. SMITH, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3894

1960 SEP 15 AM 9:03
NO. 1423 FOLIO 39
GEO. R. DEL RAVELLI, CLERK

LAW OFFICE 1100
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

1980

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

By

Secretary. President.

LIBER 167 PAGE 412

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE R. SMITH	*	FOR
AND JACQUELINE M. SMITH,	*	ANNE ARUNDEL COUNTY
HIS WIFE.	*	NO. 17869 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan	$ 9,400.00
Interest from the 31st day of October, 1965 to the 31st day of December, 1965.	83.00
	9,483.00
Dues paid to date	1,178.34
Total amount due under Mortgage	$ 8,304.66

THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,

by Fred W. Kuethe

Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 29th day of November, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Jean M. McGowan

JEAN M. McGOWAN

Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

1965 NOV 30 AM 9:54

6

LIBER 167 PAGE 413

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
GEORGE R. SMITH AND	*	ANNE ARUNDEL COUNTY
JACQUELINE M. SMITH, his wife,	*	NO. 17569 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr.

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 29th day of November 1965.

Joan M. McGowan
Notary Public JOAN M. McGOWAN

NOTARY PUBLIC ANNE ARUNDEL CO.

FILED
1965 NOV 30 AM 9:53

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LIBER 167 PAGE 414

MARYLAND CASUALTY COMPANY

LIBER 13 PAGE 330

BOND NO. 92-947,271

No. 17,568 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, John Demyan, Jr., AS PRINCIPAL, AND THE MARYLAND CASUALTY COMPANY, A CORPORATION DULY ESTABLISHED UNDER THE LAWS OF THE STATE OF MARYLAND, AND LICENSED TO DO BUSINESS IN THE STATE OF MARYLAND, ARE HELD AND FIRMLY BOUND UNTO THE STATE OF MARYLAND, IN THE FULL AND JUST SUM OF Ten thousand Dollars ($ 10,000.00), CURRENT MONEY, TO BE PAID TO THE STATE OF MARYLAND, OR ITS CERTAIN ATTORNEY; TO WHICH PAYMENT WELL AND TRULY TO BE MADE AND DONE, WE BIND OURSELVES, AND EACH OF US, OR EACH OF OUR HEIRS, EXECUTORS, AND ADMINISTRATORS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS, SEALED WITH OUR SEALS AND DATED THIS 17th DAY OF December, , 19 65 .

WHEREAS, UNDER AND BY VIRTUE OF THE POWER AND AUTHORITY VESTED IN THE SAID John Demyan, Jr. , AS ATTORNEY NAMED IN MORTGAGE FOR THE PURPOSE OF FORECLOSURE OF A CERTAIN MORTGAGE RECORDED AMONG MORTGAGE RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND, FROM George R. Smith and Jacqueline M. Smith TO THE Glen Burnie Savings & Loan Association, Inc. , (THE MORTGAGOR BEING IN DEFAULT), IS ABOUT TO SELL THE REAL ESTATE MENTIONED AND DESCRIBED IN SAID MORTGAGE UNDER PROCEEDINGS NOW INSTITUTED IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, IN EQUITY, CASE NO. 17,568 .

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDED John Demyan, Jr. DOES AND SHALL WELL AND FAITHFULLY PERFORM THE TRUST REPOSED IN HIM AS ATTORNEY TO FORECLOSE THE MORTGAGE AFORESAID, OR THAT MAY BE REPOSED IN HIM BY ANY FUTURE ORDER OR DECREE IN THE PREMISES, THEN THE ABOVE OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND VIRTUE IN LAW.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jean M. McGowan
JEAN M. McGOWAN

John Demyan, Jr. (SEAL)

MARYLAND CASUALTY COMPANY

by J. William Kuehl (SEAL)
Attorney-in-Fact

THE ABOVE BOND IS THIS DAY
OF AT O'CLOCK
.M. APPROVED.

FILED

1965 DEC 20 AM 9:29

8

JOHN DEMYAN, JR.
Attorney At Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Property located at Gambrills, Fourth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George R. Smith and Jacqueline M. Smith, his wife, dated September 13, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1423, folio 39 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

MON., DEC. 20, 1965 AT 1:30 P.M. O'CLOCK

All those two parcels of ground situate, lying and being in Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

FIRST PARCEL:

BEGINNING for the first at a point on the Southwest side of a 24 foot right of way distant South 46 degrees 35' West 24 feet from the Northwest or West corner of a lot conveyed by John C. Fleming and wife to Richard E. Waters by Deed dated September 2, 1920 and recorded among the Land Records of said County in Liber W.N.W. 13, folio 343, and running from thence with the Southwest side of the said right of way with the use thereof in common South 40 degrees 45' East 100 feet thence with the Northwest side of a second right of way with 46 degrees 35' West 263 feet being a continuation of the Southeast line of the said conveyance to Richard E. Waters, thence with the Northeast line of a third right of way, with the use thereof in common, North 41 degrees 7' West 100 feet, thence leaving the said right of way with the use thereof in common, and running North 46 degrees 35' East 263.63 feet to the place of beginning.

10 No.

SECOND PARCEL:

BEGINNING for the same on the Southwest side of a 24 foot right of way at the beginning point of the lot of ground conveyed by John C. Fleming and wife to Anna M. Claffy by Deed dated April 9, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 41, folio 91; and confirmatory Deed dated September 17, 1924 and recorded as aforesaid in Liber W.N.W. 61, folio 349, and running thence with the Southwest side of said right of way with the use thereof in common, North 40 degrees 45' West 100 feet, thence South 46 degrees 35' West 263 feet more or less to a second right

LIBER 167 PAGE 415

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 23, 1965

We hereby certify, that the annexed

Mortgage Sale

George R. Smith

No. 17,569 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of December, 1965. The first insertion being made the 2nd day of December, 1965.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1965 DEC 23 PM 2:19

By [illegible]

of way 20 feet wide, with the use thereof in common, thence South 41 degrees 7' East 100 feet to the fourth line of the aforesaid Deed to Anna M. Claffy, thence with the last mentioned line North 46 degrees 35' East, 263.63 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from JohnGeorge Vogel, Jr. and Mary Vogel, his wife, by Deed dated June 7, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1396, folio 563.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all those parcels of ground previously conveyed, as follows:

1. Deed to Charles Ricklin, Jr. and Marian L. Ricklin, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 118.

2. Deed to John R. Warner and Anne N. Warner, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 115.

3. Confirmatory Deed to James R. Warner and Anne N. Warner, his wife, dated April 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 587.

IMPROVEMENTS: Frame dwelling.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in
the Mortgage

ROBERT H. CAMPBELL,
Auctioneer

D-16

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

LIBER 167 PAGE 417

OF VALUABLE

Fee Simple Property

PROPERTY LOCATED AT GAMBRILLS, FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George R. Smith and Jacqueline M. Smith, his wife, dated September 13, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1423, folio 39 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on:

MONDAY, DECEMBER 20, 1965

AT 1:30 P.M. O'CLOCK

All those two parcels of ground situate, lying and being in Gambrills, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

FIRST PARCEL:

BEGINNING for the first at a point on the Southwest side of a 24-foot right of way distant South 46°35' West 24 feet from the Northwest or West corner of a lot conveyed by John C. Fleming and wife to Richard E. Waters by Deed dated September 2, 1920 and recorded among the Land Records of said County in Liber W.N.W. 13, folio 343, and running from thence with the Southwest side of the said right of way with the use thereof in common South 40°45' East 100 feet thence with the Northwest side of a second right of way with the use thereof in common 20 feet wide, South 46°35' West 263 feet being a continuation of the Southeast line of the said conveyance to Richard E. Waters, thence with the Northeast line of a third right of way, with the use thereof in common, North 41°7' West 100 feet, thence leaving the said right of way with the use thereof in common, and running North 46°35' East 263.63 feet to the place of beginning.

SECOND PARCEL:

BEGINNING for the same on the Southwest side of a 24-foot right of way at the beginning point of the lot of ground conveyed by John C. Fleming and wife to Anna M. Claffy by Deed dated April 9, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 41, folio 91; and confirmatory Deed dated September 17, 1924 and recorded as aforesaid in Liber W.N.W. 61, folio 349, and running thence with the Southwest side of said right of way with the use thereof in common, North 40°45' West 100 feet, thence South 46°35' West 263 feet more or less to a second right of way 20 feet wide, with the use thereof in common, thence South 41°7' East 100 feet to the fourth line of the aforesaid Deed to Anna M. Claffy, thence with the last mentioned line North 46°35' East 263.63 feet to the place of beginning.

BEING the same property which the said Mortgagors acquired from John George Vogel, Jr. and Mary Vogel, his wife, by Deed dated June 7, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1396, folio 563.

SAVING AND EXCEPTING THEREFROM, HOWEVER, ALL those parcels of ground previously conveyed, as follows:

1. Deed to Charles Ricklin, Jr. and Marian L. Ricklin, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 118.

2. Deed to John R. Warner and Anne N. Warner, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 115.

3. Confirmatory Deed to James R. Warner and Anne N. Warner, his wife, dated April 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 587.

IMPROVEMENTS: Frame dwelling.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

FILED
1965 DEC 27 AM 9:20

John Demyan, Jr.
Attorney Named in the Mortgage.

//

LIBER 167 PAGE 419 No. 17,569 Eq

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY, that on this 20th day of December, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred.W.Kuethe-Secretary-Treasurer of The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on the reverse side hereof at and for the sum of $5,000.00; a deposit of $750.00, made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill.

2. That he is an agent acting for The Glen Burnie Savings & Loan Ass'n aforesaid ----------, his principal.

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.

FILED 1965 DEC 27 AM 9:20

WITNESS my hand and Notarial Seal.

Joan M. McGowan
JOAN M. McGOWAN
Notary Public

WITNESS:

Robert H. Campbell, Auctioneer

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

By Fred W. Kuethe
Fred.W.Kuethe, Sec-Treas.

ACCEPTED:

John Demyan,Jr,Attorney named in the Mortgage

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LIBER 167 PAGE 420

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE R. SMITH	*	FOR
AND JACQUELINE M. SMITH,	*	ANNE ARUNDEL COUNTY
HIS WIFE.	*	NO. 17,569 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from George R. Smith and Jacqueline M. Smith, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 13, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1423, folio 39; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, 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 described in said Mortgage at public auction, on the premises, Gambrills, Maryland, Monday, December 20, 1965, at 1:30 o'clock, P.M., and then and there sold the said property to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate -------

FILED

1965 DEC 27 AM 9:20

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at and for the sum of Five Thousand ----------

($ 5,000.00----------) Dollars, being at that figure the highest bidder therefor, said property being the following:

FIRST PARCEL:
BEGINNING for the first at a point on the Southwest side of a 24 foot right of way distant South 46° 35' West 24 feet from the Northwest or West corner of a lot conveyed by John C. Fleming and wife to Richard E. Waters by Deed dated September 2, 1920 and recorded among the Land Records of said County in Liber W.N.W. 13, folio 343, and running from thence with the Southwest side of the said right of way with the use thereof in common South 40° 45' East 100 feet thence with the Northwest side of a second right of way with the use thereof in common 20 feet wide, South 46° 35' West 263 feet being a continuation of the Scutheast line of the said conveyance to Richard E. Waters, thence with the Northeast line of a third right of way, with the use thereof in common, North 41° 7' West 100 feet, thence leaving the said right of way with the use thereof in common, and running North 46° 35' East 263.63 feet to the place of beginning.

SECOND PARCEL:
BEGINNING for the same on the Southwest side of a 24 foot right of way at the beginning point of the lot of ground conveyed by John C. Fleming and wife to Anna M. Claffy by Deed dated April 9, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 41, folio 91; and confirmatory deed dated September 17, 1924 and recorded as aforesaid in Liber W.N.W. 61, folio 349, and running thence with the Southwest side of said

right of way with the use thereof in common, North 40° 45' West 100 feet, thence South 46° 35' West 263 feet more or less to a second right of way 20 feet wide, with the use thereof in common, thence South 41° 7' East 100 feet to the fourth line of the aforesaid Deed to Anna M. Claffy, thence with the last mentioned line North 46° 35' East 263.63 feet to the place of beginning.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all those parcels of ground previously conveyed, as follows:

1. Deed to Charles Ricklin, Jr. and Marian L. Ricklin, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 118.

2. Deed to John R. Warner and Anne N. Warner, his wife, dated January 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 808, folio 115.

3. Confirmatory Deed to James R. Warner and Anne N. Warner, his wife, dated April 20, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 825, folio 587.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including

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sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.,
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of December, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the 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 said sale was fairly made to the highest bidder therefore.

AS WITNESS my hand and Notarial Seal.

Notary Public

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John Demyan, Jr., Attorney

FOR: MARYLAND GAZETTE
(January 6th Edition)

LIBER 167 PAGE 424

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. SMITH and JACQUELINE M. SMITH, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,569 Equity

Ordered, this 27th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in Mortgage

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

The report states that the amount of sale was $ 5,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. SMITH and JACQUELINE M. SMITH, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of February, 1966 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

1966 FEB -8 PM 2:30

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LIBER 167 PAGE 425

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,569 Equity

In the Matter of the Mortgaged Real Estate of
GEORGE R. SMITH and JACQUELINE M. SMITH, his wife

Ordered, this 27th day of December, 1965, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of February next.

The report states that the amount of sale was $5,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
J-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1966

We hereby certify, that the annexed

Order Nisi Sale
Eq 17,569
George R. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of February, 1966. The first insertion being made the 6th day of January, 1966.

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

18

No. M. G. 3457

LIBER 167 PAGE 426

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

GEORGE R. SMITH AND JACQUELINE M. SMITH, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,569 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.

February 9, 1966

John H. Hopkins, IV Auditor.

1966 FEB -9 AM 11: 43 FILED

FINAL ORDER

ORDERED BY THE COURT, this 25th day of February, 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. Rupps

Clerk

Per: R. E. Wayson, deputy

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Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. SMITH AND JACQUELINE M. SMITH, HIS WIFE

In Acct. with JOHN DEMYAN, JR., ATTORNEY NAMED IN MORTGAGE

				Cr.
1965, December 20,				
Proceeds of sale	5,000 00			
Interest on deferred payment of $4,250.00 from				
December 20, 1965 to February 8, 1966 @ 6%	35 45	5,035 45		
Refund Prepaid Taxes 12/20/65 to 6/30/66 (221.92)	114 96	114 96		
				5,150 41
To Attorney for fee, viz:	50 00			
To Attorney for Commissions, viz:	181 06	231 06		
To Attorney for Court Costs, viz:				
Plaintiff's 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	110 25			
Capital-Gazette Press - Order Nisi, sale	15 00			
Speer Publications - Handbills	18 54			
Robert H. Campbell - Auctioneers fee	45 00			
Maryland Casualty Co. - Bond premium	40 00			
One-half cost documentary stamps	8 25			
Joan M. McGowan - Notary fees	2 00	239 04		
To: The Glen Burnie Savings And Loan Association				
this balance on account of Mortgage claim filed	4,607 31	4,607 31		
				5,150 41

Amount of Mortgage Claim filed	8,304	66
Interest on Principal Balance of $8,304.66 from 1/1/66 to 2/25/66 - 55 days @ 6%	75	24
	8,379	90
CREDIT - Amount allowed above	4,607	31
Balance - Subject to Decree in Personam	3,772	59

DISTRICT INVESTMENT CORPORATION, a body corporate of the State of Maryland 8730 Georgia Avenue Silver Spring, Maryland	:	
	:	IN THE
Complainant	:	CIRCUIT COURT
vs.	:	FOR
CHARLES SCHREIBER, a/k/a CHARLES SHRIVER Jumpers Hole Road Severna Park Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
		(In Equity)
Serve a copy on: Eugene Collins, Esq. 1109 Odenton Road Odenton, Maryland	:	17,210
Respondent	:	

- - - oOo - - -

BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE AND REQUEST FOR MANDATORY INJUNCTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of District Investment Corporation, Complainant, by Robert L. Sullivan, Jr., Allan J. Malester and Sullivan & Pittler, its solicitors, respectfully represents unto this Honorable Court:

1. That your Complainant is a body corporate of the State of Maryland, duly incorporated and in good standing, and organized for the purpose of engaging in the sale, purchase, leasing, management, construction of real estate and related businesses.

2. That the Respondent is a resident of Anne Arundel County and has entered into a Contract of Sale with the Complainant, dated the 24th day of July, 1964, copy of which is attached hereto, prayed to be made a part hereof and marked "Complainant's Exhibit A", for the sale by the former and the purchase by the

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latter of a certain tract of land, comprising seventy-eight (78) acres of land, more or less, together with the improvements thereon, and situate in Anne Arundel County, with frontage on Jumpers Hole Road, and as more particularly defined by a plat attached hereto, prayed to be made a part hereof, and marked "Complainant's Exhibit B".

3. That the Respondent, his agents, servants and employees represented unto your Complainant that the said Respondent was the owner, in fee simple, of the seventy-eight (78) acres of land referred to aforesaid, and that as a condition of its sale by the Respondent and the purchase by your Complainant, the latter was to petition for zoning reclassification of the subject property from Agricultural District to Cottage-Type Residential District, and at said Complainant's expense.

4. That your Complainant made timely application for the zoning reclassification referred to aforesaid and incurred considerable expenses in connection therewith and, by reason of its efforts, said property was rezoned from Agricultural District to Cottage-Type Residential District, by resolution of the Board of County Commissioners dated January 14, 1965, in Case No. 85-64.

5. That the Respondent, pursuant to paragraph "3B" of the aforesaid Agreement of the 24th day of July, 1964 (Complainant's Exhibit "A") agreed to convey the subject property to your Complainant by "good and merchantable title . . . free and clear of all liens, encumbrances and restrictions, ... "; that in reliance upon the representation made by the Respondent to your Complainant that he had good and merchantable title, your

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Complainant did incur considerable expense in connection with the aforesaid zoning reclassification, the preparation of plats, surveys, topographical studies, drainage studies and other miscellaneous items and in connection with preparation for development of the subject property for Cottage-Type Residential use.

6. That your Complainant avers that the Respondent was, prior to the execution of the aforesaid Agreement, (Complainant's Exhibit "A") fully informed as to the quality of his title to the subject property in that same had been acquired through a defective tax foreclosure sale and that he could not, in fact, convey said property by good and merchantable title without instituting such proceedings, at law or in equity, as appropriate to perfect his title; that notwithstanding said Respondent's full knowledge of the quality of title vested in him, he represented to your Complainant that he did, in fact, have good and merchantable title and was prepared to convey said property by such good and merchantable title to your Complainant; that, with full knowledge to the contrary, the Respondent did permit and encourage your Complainant to suffer considerable expenses and damages in reliance upon the aforesaid misrepresentation.

7. That your Complainant has done all such things required of it in connection with the aforesaid Agreement of Sale, (Complainant's Exhibit "A") including the reclassification of said property from Agricultural to Cottage-Type Residential District and is ready, willing and able to fully perform as the contract purchaser of said property at such time as the Respondent is able to convey same by good and merchantable title; that your Complainant, through its officers, agents and legal

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representatives, has conveyed its willingness and ability to fully perform pursuant to the aforesaid Contract at such time as the contract seller, the Respondent, is prepared to convey the said property by "good and merchantable title."

8. That notwithstanding that your Complainant has advised the Respondent that it is ready, willing and able to fully perform, the Respondent has informed your Complainant that he intends to take no appropriate legal action to perfect his title to the subject property, and that he considers the aforesaid Contract (Complainant's Exhibit "A") "null and void" and of no further effect; further, that your Complainant is informed by a representative of the Respondent that he intends to consider other offers for the property and to contract for the resale of same to others than your Complainant.

9. That your Complainant, upon advising the Respondent of a cloud on the title to the aforesaid fee simple property, was advised by said Respondent that he, the Respondent, was prepared to take such legal recourse as would be appropriate to remove the cloud and perfect his title, such that the Respondent could convey to your Complainant said property by "good and merchantable title"; that subsequent thereto, and while your Complainant was ready, willing and able to fully perform on its part, the Respondent advised your Complainant that he would not proceed to perfect his title and that the Contract was deemed by him to be "null and void."

10. That your Complainant, acting in reliance upon the representations made by the Respondent as to the quality of his title to the aforesaid seventy-eight (78) acres of land, more or less, and his ability to convey same by good and merchantable

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title, did cause its officers, directors, agents, representatives and employees to expend considerable time, effort, and monies preparatory to and in contemplation of settlement; and further, your Complainant did not accept other offers of land for Cottage Residential development purposes in reliance upon the aforesaid Agreement of the 24th day of July, 1964; that should the subject property of said Agreement not be conveyed to your Complainant by good and merchantable title, it will have suffered loss of considerable monetary outlay and prospective profits.

11. That your Complainant has no adequate remedy at law and is entitled to specific performance, together with such ancillary relief as appropriate to compel the Respondent to perfect his title to the aforesaid property and to convey same by good and merchantable title to your Complainant.

12. That substantial and irreparable injury will be suffered by your Complainant if the Respondent is not compelled to endeavor to perfect his title to the subject real property and to convey same by "good and merchantable title" to your Complainant and that it will suffer the aforesaid irreparable harm and injury if the Respondent is not enjoined and restrained from entering into a contract for the resale of said property, or any part thereof, to others and further enjoined and restrained from conveying the said property, or any portion thereof, to others.

WHEREFORE, YOUR COMPLAINANT PRAYS:

A. That this Honorable Court issue a permanent, mandatory injunction ordering and directing the Respondent to institute such proceedings in the Circuit Court for Anne Arundel County, either by separate proceeding or as ancillary to this proceeding, to remove the cloud over the subject property of this

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Bill of Complaint and to otherwise perfect his title; and, provided same is good and merchantable, to convey the aforesaid seventy-eight (78) acres of land, more or less, to your Complainant.

B. That this Honorable Court enter a judgment in favor of your Complainant and against the Respondent in the amount of Thirty Thousand Dollars ($30,000.00) should your Respondent be unable to convey the subject property of this Bill of Complaint to your Complainant by good and merchantable title.

C. That this Honorable Court grant to your Complainant such other and further relief as the nature of its cause may require.

AND, AS IN DUTY BOUND, ETC.

Robert L. Sullivan Jr.
ROBERT L. SULLIVAN, JR.

Allan J. Malester
ALLAN J. MALESTER

Sullivan & Pittler
SULLIVAN & PITTLER
Attorneys for Complainant
1410 Court Square Building
Baltimore, Maryland 21202
PLaza 2-1122

AJM:eml
5-14-65

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COMPLAINANT'S EXHIBIT "A"

LIBER 167 PAGE 435

THIS AGREEMENT, made this 24th day of July, 1964, by and between Charles Schreiber, party of the first part, hereinafter referred to as "Seller", and District Investment Corporation, a body corporate of the State of Maryland, party of the second part, hereinafter referred to as "Buyer".

WITNESSETH

That the Seller does bargain and sell unto the Buyer and the Buyer does purchase from the Seller, a trust of land, including any improvements which may be located thereon, situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and more fully described as follows:

On the east side of Jumpers Hole Road, near Benfield Road, as described in the Land Records of Anne Arundel County in Liber F.A.M. 160, folio 160; containing 78 acres of land more or less; bordered on the West by approximately 2070.75 feet frontage on Jumpers Hole Road; on the East by the property of Albert Lietman; and on the South by the property of George Alder.

Together with all improvements, appurtenances, privileges, advantages, and rights of way.

This Agreement is made upon and subject to the following terms and provisions:

1. Purchase Price and Survey:

A. The purchase price shall be one hundred seventy one thousand six hundred dollars ($171,600.00).

B. This purchase price is based on the assumption that the trust herein sold contains seventy eight (78) acres, and the parties agree that if an accurate survey made by the Buyer at its own expense discloses more or less acreage, then the purchase price shall be increased or decreased at the rate of twenty two hundred dollars ($2200.00) per acre.

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Examiner's Exhibit No. 1
District Investment Corp. v. Schreiber
Equity No. 17,210
John S. Rouse
Exa

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2. Payment of Purchase Price: The purchase price shall be paid as follows:

A. A deposit of two thousand dollars ($2000.00) in cash, at the signing hereof, shall be placed by the Buyer, in escrow, with Glenns Realty and Insurance Company, Inc.

B. An additional forty-two thousand nine-hundred dollars ($42,900.00) in cash at the time of settlement.

C. The balance of the purchase price, determined as aforesaid, by a Purchase Money First Mortgage on all of the aforesaid land other than 17.73 acres thereof, which shall be a parcel of land described according the option of the Buyer at settlement, and conveyed to the Buyer at settlement, free and clear of the herein mentioned Purchase Money First Mortgage.

3. Settlement

A. Settlement shall be held at a place appointed by the Buyer on seven (7) days notice to the Seller on or before 100 days from the signing hereof, or 60 days after Residential zoning of said property shall become final, whichever shall first occur.

B. At settlement, and upon payment of the unpaid purchase price as herein provided, a deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey a good and merchantable title in and to such property to the Buyer, free and clear of all liens, encumbrances, and restrictions, except as herein provided.

4. Mortgage Provisions:

A. The mortgage debt set forth shall bear interest at the rate of five per cent (5%) per annum payable semi annually, on the unpaid balance, and the Buyer is granted the right to prepay the mortgage in whole or in part as herein provided, at any time, without penalty. Interest to abate proportionately on any sum or sums so prepaid. And by paying the

entire balance due on said mortgage, the entire balance of the said mortgage shall be released by the Seller to the Buyer. The mortgage shall be executed upon the standard form used by the Title Guarantee Company.

B. The mortgage shall further provide that the Buyer shall have the right to obtain from the Seller partial release from the mortgage, from time to time, of parcels of land, which parcels shall be released in a successive manner, the first parcel to be contiguous and adjacent to the parcel conveyed in fee simple at settlement, each parcel thereafter released shall be contiguous and adjacent to the one before, provided, however, that the Buyer at the time of obtaining such partial release shall pay to the Seller a sum equal to one hundred ten (110%) per cent of the per acre sales price for each acre so released said payment to be credited to the principal of said mortgage and interest to abate on said payment. The Buyer is to be obligated to release at least ten per cent (10%) of the unreleased property each year of the duration of the mortgage.

C. The Buyer is to be further obligated under the terms of said mortgage to obtain the release of the entire property on or before ten (10) years from the date of said mortgage.

D. The Seller hereby covenants and agrees to grant unto the Buyer the unrestricted right to permit from time to time and to enter upon the property not released and agrees to create and provide easements over, under, and through said unreleased property for sanitary sewer lines, water lines, storm drainage, streets and all public and quasi-public utilities necessary for the development of any portion of the land herein described, so long as said provisions or rights do not tend to injure the mortgage value of the unreleased land.

5. Covenants:

A. The Seller consents to join in such application

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as may be required to obtain approval of any Federal, State, local, and/or Private authorities, and Agrees as the Buyer may deem necessary, including approval from all the departments of government required to permit residential construction on the property.

B. The Seller hereby specifically agrees and grants unto the Buyer the unrestricted right to assign this contract.

C. The Seller warrants that water service from the Anne Arundel County Sanitary Commission is immediately available to the property, and in the event such is discovered not to be the case, this contract may be deemed null and void at the Buyer's option, and all monies paid hereunder shall be refunded.

D. The Seller warrants that a percolation test of the property will allow two (2) lots per acre, and in the event such is discovered not to be the case this contract may be deemed null and void at the Buyer's option, and all monies paid hereunder shall be refunded.

E. The Seller and Buyer agree that this sale is subject to the Buyer's being able to obtain Residential Zoning for at least two (2) lots per acre, and if unable so to do then the Buyer may at its option deem this contract null and void and all monies paid hereunder shall be refunded.

F. The Buyer agrees to apply for said zoning immediately upon the signing of these presents.

G. The Seller agrees that the Buyer or its agents may enter upon the property to perform percolation tests and such other engineering as may be necessary to discover if the property may be developed as a residential community containing at least two (2) lots per acre.

H. The Buyer and Seller recognize that this sale is predicated upon the fact that the Buyer intends to construct a residential community or development adjoining the community known as Sunfield Manor. Therefore it is agreed that the Buyer

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will also negotiate to buy the 9.75 acre tract adjacent to the south of this property, owned by George A. Adler, designated as P. 372, Map 23 of the Anne Arundel County Tax Maps; the 1.25 acre tract adjacent to the south of this property, owned by Alfred E. Adler, and designated as P. 372, Map 23, of said tax maps; and 1.00 acre tract, adjacent to the south of this property, owned by Harry Myers, and designated as P. 373, Map 23 of said tax maps. If the Buyer is unable to procure any one of these said tracts after a reasonable effort, or if an accurate survey should disclose that any of these tracts are not adjacent to the property herein purchased, or are not adjacent to the property called Bonfield Manor, then the Buyer shall have the option to cancel this contract as though it had never been entered into, and all monies paid hereunder shall be refunded.

5. The parties recognize that the Seller presently occupies and uses a house, outbuildings, and a sawmill located on the property. The Buyer covenants and agrees as part of the consideration of these premises, to allow the Seller to remain in possession of a rectangular tract of land containing eight (8) acres surrounding said house, outbuildings, and sawmill, as a tenant, rent free, for the period of one (1) year from the signing of this agreement.

6. Adjustment of Taxes:

The taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given.

7. Heirs and Assigns:

The parties hereto bind themselves, their heirs, successors, assigns, executors, and administrators, for the faithful performance of this agreement.

8. Entire Agreement:

This contract of sale contains the final and entire agreement between the parties and neither they nor their

agents shall be bound by any terms not herein written.

9. Documentary Stamps:

The cost of any documentary stamps and fees, whether imposed by Laws of the United States, State of Maryland, or Anne Arundel County, Maryland, shall be equally divided between the parties hereto.

Witness the hands and seals of the parties hereto, and the corporate seal of the corporate party hereto, the day and year first above-mentioned.

Witness:

Edith L. McDonnell

/s/ Charles Schreiber (SEAL)
Charles Schreiber
SELLER

DISTRICT DEVELOPMENT CORPORATION

William C. Mitchell, Jr.

By: Marvin Brown, President
BUYER

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FOR VALUE RECEIVED, I, the undersigned, Charles Shriver, also known as Charles Schreiber, do hereby assign my right, title and interest in and to the within contract of sale unto B. Eugene Collins and Maryland National Bank as security, pro tanto, for the payment of my promissory note for $3,000.00 dated November 7, 1964, given by me to said Maryland National Bank and endorsed by said B. Eugene Collins.

Dated this 7th day of December, 1964.

Witness:

H. L. Peshiell

/s/ Charles Shriver (SEAL)

/s/ Charles Schreiber (SEAL)

DISTRICT INVESTMENT CORPORATION	*	IN THE
Complainant	*	CIRCUIT COURT
vs.		FOR
CHARLES SCHREIBER, a/k/a CHARLES SHRIVER	*	ANNE ARUNDEL COUNTY
Respondent	*	EQUITY NO. 17,210

* * * * *

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

The Answer of Charles Schreiber, also known as Charles Shriver, Respondent, by B. Eugene Collins and Eliot Siskind, his Solicitors, respectfully represents unto this Honorable Court:

1. For his answer to Paragraph 1 of the said Bill of Complaint, the Respondent admits the allegations therein.

2. For his answer to Paragraph 2 of the said Bill of Complaint, the Respondent admits the allegations therein.

3. For his answer to Paragraph 3 of the said Bill of Complaint, the Respondent admits the allegations therein.

4. For his answer to Paragraph 4 of the said Bill of Complaint, the Respondent admits that the Complainant filed an application for the zoning reclassification of the said property and the said property was rezoned from Agricultural to Cottage-Type Residential by resolution of the Board of County Commissioners dated January 14, 1965, Case #8564. In further answering this Paragraph, the Respondent neither admits nor denies that the Complainant incurred considerable expenses in connection with the zoning reclassification as he has no knowledge of the said expenses incurred.

5. For his answer to Paragraph 5 of the said Bill of Complaint, the Respondent admits that pursuant to Paragraph 3b of the Agreement of the 24th day of July, 1964, the Respondent did agree to convey the subject property to the Complainant by good and merchantable title, free and clear of all liens, encumbrances and restrictions. In further answering the allegations of Paragraph 5 of the said

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Bill of Complaint, the Respondent neither admits nor denies that the Complainant incurred considerable expenses in connection with zoning reclassification, preparation of plats, surveys, typographical studies, drainage studies and other miscellaneous items, as he has no knowledge of this.

6. For his answer to Paragraph 6 of the said Bill of Complaint, the Respondent emphatically denies the Complainant's allegation that prior to the execution of the aforesaid Agreement, dated July 24, 1964, that he was fully informed as to the quality of his title to the subject property in that the same had been acquired through a defective Tax Foreclosure Sale. In further answering the allegations in Paragraph 6 of the said Bill, the Respondent avers that the Deed to the said property owned by the Respondent was placed in the hands of the Real Estate Broker, Glenco Realty Company, which said Deed reflected on its face that the said property was purchased by your Respondent from the County Commissioners of Anne Arundel County by Deed dated February 25, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 160, folio 160. Your Respondent further avers that the Complainant, prior to the signing of the aforesaid Agreement on July 24, 1964, had full knowledge that the said property in question was obtained by your Respondent through the aforementioned conveyance from the County Commissioners of Anne Arundel County. And your Respondent in further answer to the allegation of the Complainant contained in Paragraph 6 of the said Bill emphatically denies that he could not, in fact, convey said property by good and merchantable title without instituting such proceedings at Law or in Equity as appropriate to perfect his title as the Respondent avers that he does have good and merchantable title, not only by virtue of the aforesaid Deed from the County Commissioners of Anne Arundel County, but also by the fact that he has occupied the said property under a claim of title or ownership actually, openly, notoriously, exclusively,

hostilely, continuously and adversely to the rights and claims of any and every person or persons from the conveyance of the said property to him by the aforesaid Deed from the County Commissioners of Anne Arundel County. That the Respondent further avers that during the term of the Agreement, dated July 24, 1964, he was ready willing and able to convey the said property to the Complainant by a good and merchantable title, which conveyance the Complainant refused to accept. The Respondent further denies the allegation of the Complainant that the Respondent would permit and encourage the Complainant to suffer considerable expenses and damages in reliance upon the alledged misrepresentations claimed by the Complainant as the Respondent denies making any misrepresentation to the Complainant and was ready, willing and able during the period of the aforesaid Agreement to convey good and merchantable title, based on the aforesaid contentions of the Respondent.

7. For his answer to Paragraph 7 of the said Bill, the Respondent denies the allegations of the Complainant as set forth therein for that the Respondent during the period of the aforesaid Contract, was ready, willing and able to convey the said property by a good and merchantable title but the Complainant refused to accept the said conveyance and the Respondent further avers that upon the Complainant's refusal to accept the said conveyance, the aforesaid Contract became null and void.

8. For his answer to Paragraph 8 of the said Bill of Complaint, the Respondent admits that the Complainant advised him that it was ready, willing and able to fully perform under the aforesaid Contract and upon the Respondent's offering to convey the said property to the Complainant, the Complainant refused to accept the said conveyance. In further answering the allegations of the Complainant contained in Paragraph 8 of the said Bill of Complaint, the Respondent admits that he informed the Complainant that he intended to take no appropriate legal action to perfect his title to the said

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property based on the allegations of the Complainant, as the Respondent avers that he has legal title to the said property, that the title is a good and merchantable one and the Respondent in further answering the allegations of the Complainant contained in Paragraph 8, admits that he considers the aforesaid Contract null and void and of no further effect and that he intends to consider other offers for the property and to contract for the resale of the same to others as the Respondent at all times during the period of the aforesaid Contract was ready, willing and able to convey the said property by good and merchantable title to the Complainant and the Complainant refused to accept the said conveyance.

9. For his answer to Paragraph 9 of the said Bill of Complaint, the Respondent admits that he was advised by the Complainant of an alledged cloud on the title to the aforesaid property and further, the Respondent admits advising the Complainant that if there was a cloud on the title that he would take appropriate legal recourse to remove the cloud and perfect his title, but the Respondent avers that the contention of the Complainant of an alledged cloud on the title was invalid and the Respondent denied the need to take any legal recourse to remove the alledged cloud and perfect his title as the said property could be conveyed by the Respondent to the Complainant with good and merchantable title. The Respondent further avers that he advised the Complainant that there was no basis for him to proceed with legal action to perfect his title as your Respondent had a good and merchantable legal title to the said property and offered to convey the said property to the Complainant with a good and merchantable title. Upon the said offer of the Respondent to convey the said property to the Complainant, it refused to accept the said conveyance and upon the Complainant's refusal to accept the said conveyance, the Respondent advised the Complainant that the Contract was deemed to be null and void, no longer in effect or operative.

10. For his answer to Paragraph 10 of the said Bill of Complaint, the Respondent denies the allegation and the Respondent avers

that he was ready, willing and able to convey the said property under the terms of the aforesaid Agreement of July 24, 1964, but the Complainant refused to accept the said conveyance.

11. For his answer to Paragraph 11 of the said Bill of Complaint, the Respondent denies the allegation and the Respondent avers that at all times during the term of the Agreement, the Respondent was ready, willing and able to convey the said property to the Complainant by a good and merchantable title; that the Complainant refused to accept the said conveyance and under the terms of the said Agreement of July 24, 1964, the Complainant was in default, therefore, the Contract was cancelled and declared null and void due to the default of the Complainant and the Complainant is not entitled to specific performance.

12. For his answer to Paragraph 12 of the said Bill of Complaint, the Respondent denies the allegation contained in Paragraph 12 of the Bill and the Respondent avers that during the period of the aforesaid Agreement of July 24, 1964, that it was ready, willing and able to convey the said property to the Complainant and offered numerous times during the said period of the Agreement to convey the said property by a good and merchantable title to the Complainant, but the Complainant refused to accept conveyance of the said property. The Respondent further avers that upon the Complainant's refusal to accept the conveyance of the said property by the Respondent under the aforesaid Agreement of July 24, 1964, the Respondent had the legal right to cancel the aforesaid Agreement and declare the same null and void, no longer in effect and inoperative. That the Respondent further avers that the aforesaid Agreement of July 24, 1964, being cancelled and deemed null and void, no longer in effect and inoperative, the Complainant has no further legal standing in the aforesaid Agreement and your Respondent should not be enjoined and restrained from entering into a Contract for the resale of his property.

YOUR RESPONDENT, having fully answered the Bill of Complaint against him respectfully requests that the said Bill be dismissed with costs to be paid by the Complainant.

AND as in duty bound, etc.

B. Eugene Collins
Solicitor for the Respondent
P. O. Box 8
Odenton, Maryland OR. 4-3911

Eliot Siskind
Solicitor for the Respondent
23 Baltimore-Annapolis Blvd., NW
Glen Burnie, Maryland 766-3750

CERTIFICATION

I HEREBY CERTIFY on this 4th day of June, 1965, that a copy of the aforegoing Answer to Bill of Complaint was mailed to Sullivan & Pittler, Attention Allan J. Malester, Attorney for the Complainant, at 1410 Court Square Building, Baltimore, Maryland, 21202.

B. Eugene Collins
Solicitor for the Respondent
P. O. Box 8
Odenton, Maryland OR.4-3911

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LIBER 167 PAGE 448

DISTRICT INVESTMENT CORPORATION	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
CHARLES SCHREIBER , a/k/a CHARLES SHRIVER	*	ANNE ARUNDEL COUNTY
	*	
RESPONDENT	*	EQUITY #17,210

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

TESTIMONY ON BEHALF OF DEFENDANT

September 30,1965

Present:

Allan J. Malester, Esq., Solicitor for Complainant

B. Eugene Collins, Esq.) Co-Solicitors for Respondent
Eliot Siskind, Esq.)

John G. Rouse, Jr., Court Examiner and Master

Conchita D. Tuers, Court Reporter

Opening Statement, Mr. Malester, pages 2 - 6

WITNESSES:

Edward J. Albert, pages 7 - 23

Albert Henry Listman, pages 24 - 40

Conrad Listman, pages 41 - 57

J. Nelson Clark, pages 58 - 68

Charles Shriver, pages 69 - 88

George Shriver, pages 89 - 103

Louis Shiroky, pages 104 - 110

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(MR. MALESTER OPENING STATEMENT)

I would like to make an opening statement, if I may.

On behalf of the Complainant, a Bill of Complaint for Specific Performance and Request for Mandatory Injunction has been filed. The nature of the this case is that the Complainant has entered into a contract of sale which is -- a copy of which is filed as Complainant's Exhibit "A" attached to the Bill of Complaint for the sale by the Respondent and the purchase by the Complainant of some seventy-eight acres of land more or less in Anne Arundel County having frontage on Jumpers Hole Road.

I think counsel for Complainant and Respondent are prepared to stipulate and agree that Complainant's Exhibit "A", that is the Contract of July 24,1964 is a true and accurate copy of the Contract between the parties.

(MR. COLLINS)

The Respondent so stipulates.

(CONTRACT FILED AND MARKED AS EXAMINER'S EXHIBIT #1)

(MR. MALESTER)

And I also understand that counsel for the Respondent and Complainant are prepared to stipulate and agree that Complainant's Exhibit "B" attached to the Bill of Complaint, a copy of a plat, reflecting seventy-eight acres of land is also being stipulated as a true and accurate copy of the plat in question.

(MR. COLLINS)

Counsel for the Respondent so stipulates as to

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the admissibility of Complainant's Exhibit "B".

(MR. MALESTER)

Stipulating as to the accuracy of the plat?

(MR. COLLINS)

Yes, I say I so stipulate to your exhibit "B".

(MR. MALESTER)

The Bill of Complaint does recite that the Complainant has been and is ready, willing and able to fully perform its obligations under the Contract, Exhibit "A" but it is determined that there is a defect in the title of the Respondent such that the Respondent cannot convey by good and merchantable title the property to the Complainant. And has requested by way of relief, that the Respondent be enjoined from conveying the property to others. And further, that the Respondent be compelled to bring appropriate proceedings to perfect his title and then convey same to the Complainant.

And in the event that the Respondent cannot so convey by good and merchantable title the property in question, that the Complainant is entitled to damages.

I also understand that counsel for the Respondent is, in effect, amending such that it is now indicating to the Court that it is ready, willing and able to -- well, let me strike that. That it now intends to seek specific performance against the Complainant and that it seeks to have the Complainant take the property and is prepared to convey the property to the Complainant.

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(MR. COLLINS)

Yes, but it would be no amended answer. It would be a stipulation by the Respondent that if the Court finds and decrees that the Respondent has good and marketable title then the Respondent stipulates that he will convey the good and marketable title decreedby the Court to the Complainant.

(MR. MALESTER)

But there is a retraction of the declaration by the Respondent, the contract is null and void.

(MR. COLLINS)

I'll state it again. There would be no amended answer. The Respondent stipulates that if the Court finds and decrees that the Respondent has a good and marketable title, that the Respondent will convey the said property that the Court so finds under the good and marketable title to the Complainant in accordance with the terms of the original contract of purchase or contract of sale.

(MR. ROUSE)

Is that satisfactory?

(MR. MALESTER)

Yes.

(MR. COLLINS)

To make it clear for the record, it is further requested, at this time, that the counsel for the Complainant clear up the position of claim for damages upon the conveyance of this property under the decree that the Court, if it should find clear title in the Respondent, that they

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will waive any claim for damages as set forth in their Bill of Complaint.

(MR. MALESTER)

The claim for damages is in the alternative. We are interested in acquiring the property by good and merchantable title. And if a decree makes such a finding that there is good title and same is conveyed to the Complainant then there is no claim for damages. It is only in the event that we cannot acquire property by good and merchantable title.

The only other thing I would like to say for the record. That all of the facts in the Bill of Complaint are admitted, apparently, by the Respondent with several exceptions. One is that the Respondent denies that there is any defect or cloud in the title. Further, the Respondent rejects all allegations dealing with damages. But, otherwise, the contract and the plat, having been stipulated and agreed to, the other facts are generally admitted. We would like, to with the Court's permission, reserve on proving the elements necessary for damages.

(MR. COLLINS)

Now -- excuse me, -- if the Court does not decree--

(MR. ROUSE)

Yes, I was just going to suggest that. Isn't this a fair statement? That, in the event, as a result of the testimony taken here today, there is no decree declaring title good and marketable then both sides reserve rights to take additional testimony.

(MR. MALESTER)

Yes, that is correct. Then, at this time, we would yield to the Respondents in taking testimony in support of the quality of this title.

(MR. COLLINS OPENING STATEMENT)

At this time, the Respondent is ready to proceed. And let the record reflect that the Respondents were represented by myself and Mr. Eliot Siskind.

The first witness to be called is Mr. Edward J. Albert.

EDWARD J. ALBERT, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 Mr. Albert, state your name and address?

A My name is Edward J. Albert. I live at 205B Farragut Court, Annapolis, Maryland.

2 What is your profession, Mr. Albert?

A I am an attorney specializing in real estate law.

3 Mr. Albert, what schools did you attend?

A I have a Bachelor of Arts degree from the University of Maryland. And a Bachelor of Law degree from the University of Maryland.

4 When did you graduate from law school?

A In 1959.

5 And when did you pass the Bar?

A 1959.

6 And you were admitted to the Bar in 1959?

A Yes.

7 What is your background as far as title examinations are concerned? Have you --

A Well, for the past ten years, even before I was a graduate of law school, my whole working life was concerned with searching and examining titles of real estate. About six years ago, I was employed as an examiner of the Title Guarantee Company for approximately three years before coming to Annapolis where I have specialized in real estate law ever since.

8 You do have you own law practice now, is that correct?

A Yes.

9 And you are specializing in title examinations and the law of real property?

A That is correct.

10 Are you associated with any organizations in your title work?

A No, I am not.

11 Do you belong to the American Bar Association, County Bar?

A I belong to the Baltimore City Bar Association.

12 And are you associated with any title companies?

A I am an approved attorney, certified to write title policies for the Title Guarantee Company.

MR. MALESTER: Now, we stipulate as to the qualifications of the witness.

MR. COLLINS: As an expert in title and property?

MR. MALESTER: Yes.

(MR. COLLINS)

13 Mr. Albert, were you retained to examine the title on a piece of property located on Jumpers Hole Road and the title in the name of Charles Shriver?

A Yes, I was.

14 Who retained you to examine this title?

A The Title Guarantee Company.

15 And they are located?

A On St. Paul Street.

16 In Baltimore?

A In Baltimore City.

17 Did you examine the title to this property?

A Yes, I did.

18 For the record, would you state the chain of title as you

found it in your title examination?

A Yes, I will. I assume title in a deed from Charles A. Stewart, a bachelor, to Theodore Leimbach and Julianne Leimbach, his wife, which deed was recorded among the Land Records of Anne Arundel County in Liber S.H. 29 Folio 340. And said deed was dated 10/28/1886. This deed conveyed two tracts of land. The second of which, was a ninety-eight acre more or less parcel, the one with which we are concerned. Theodore Leimbach, alone,made a conveyance (strike that). Theodore Leimbach and his wife made a conveyance to William Harrison, Trustee, by deed G.W. 28 Folio 204 dated 12/17/02. In which, the Leimbachs retained full control over the property, that is a life estate with full powers of disposition. Theodore Leimbach, alone, then made a conveyance to Mary K. McCormick, unmarried, by deed G.W. 34 Page 293 dated 3/20/1907. Mary K. McCormick, unmarried, conveyed the property, again, to Theodore Leimbach for life with full powers of disposition with remainder over to certain trustees. This deed was recorded in G.W. 54 Folio 294 and dated 3/20/1907. Theodore Leimbach in exercise of the powers and reserved in the last mentioned deed, made a conveyance G.W. 71 Folio 212 dated 8/14/1909 to John Aul and a woman by the name of Katherine Leimbach, evidentally a second wife, joined in that deed. John Aul, without indicating marital status of himself, conveyed by deed G.W. 71 Folio 214 dated 8/14/1909 to Theodore Leimbach. Theodore Leimbach then made a deed G.W. 82 Folio 240 dated 4/19/1911 to E. John W. Revell, unmarried, and Katherine Leimbach, his wife, joined in that deed also. E.

John W. Revell, unmarried, then made a deed G.W. 82 Folio 242 dated 4/19/1911 to Theodore Leimbach. Theodore Leimbach then made a conveyance of a parcel of land by deed W.N.W. 95 Page 130 dated 7/19/1924 to Kate S. Leimbach, called the wife of Theodore Leimbach, in which Theodore Leimbach reserved the life estate. Now there are two tax sales which come into the chain of title at this point.

MR. ROUSE: What year was this?

WITNESS: Of the tax sales?

MR. ROUSE: No, the last conveyance?

WITNESS: 7/19/1924. It should be noted, at this point, I believe, that Theodore Leimbach died April 12, 1927 and there is a Will of his filed O.B.B. 4 Folio 175 Orphan's Court of Anne Arundel County.

(WITNESS CONTINUING WITH ANSWER)

Now the first tax sale was against Theodore Leimbach. The sale was made July 21, 1931 reported December 6, 1932.

MR. SISKIND: What is the number of the tax sale?

WITNESS: The tax sale number 1541.

(WITNESS CONTINUING WITH ANSWER)

The sale was made to one, J.S. Linthicum.On 7/24/1934 there was a second tax sale. Which sale was reported to the Court 7/9/1936, The sale number was 1932 and the sale was made to the County Commissioners of Anne Arundel County. Both of these sales were made subsequent to the death of Theodore Leimbach.

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MR. SISKIND: Who was the property assessed to?

WITNESS: Theodore Leimbach.

MR. SISKIND: On the second sale, also?

WITNESS: Yes.

MR. ROUSE: Who was then dead?

WITNESS: Then dead.

(MR. COLLINS)

19 And what was the number of the second sale?

A I have given that.

MR. ROUSE: 1932.

(WITNESS CONTINUING ANSWER)

Now C. Albert Hodges, as Treasurer, made a deed for the said property F.A.M. 160 Folio 161 dated 2/25/1937 to the County Commissioners of Anne Arundel County. County Commissioners of Anne Arundel County by deed F.A.M. 160 Folio 160 dated 2/25/1937 made a conveyance to Charles Schrieber.

(MR. COLLINS)

20 Now I show you that deed.

A That is the deed.

MR. COLLINS: Will you stipulate?

MR. MALESTER: I have no objections.

(COPY OF DEED RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER F.A.M.160 FOLIO 160 FILED AS EXAMINER'S EXHIBIT #3)

A Charles Schrieber, single, then made a mortgage to Monterey F. W. Weidemeyer, J.H.H.442 folio 540 dated 10/17/1947 in the amount of $2800 with 6% interest. At the time of my examination this mortgage was still an open mortgage but had by mean

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assignments been conveyed by J.H.H. 442 Folio 543 dated 8/24/1957 to Conrad C. Listman and Louise Listman, his wife. The assignment of said mortgage was reported 8/24/57.

21 Now I show you this mortgage. This is a certified copy. Would you identify it, please?

A This is the mortgage.

MR. MALESTER: This is the mortgage from Schreiber to Weidemeyer?

WITNESS: Yes.

MR. MALESTER: No objection.

(MORTGAGE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 442 FOLIO 540 FILED AS EXAMINER'S EXHIBIT #4)

22 All right, continue.

A Charles Schreiber a/k/a Charles Shriver, unmarried, made a conveyance to Albert L. Listman and E. Eileen Listman, his wife, by deed G.T.C. 1334 Folio 194 dated 7/31/1959 of ten acres more or less being a part of the parcel under consideration. Leaving a balance, at this point, of approximately seventy-eight acres.

23 Now before you continue, Mr. Albert, will you -- could you identify this for me, please, and state for the record your identification?

A I identify this deed and plat recorded with said deed as the one recorded in the Land Records of Anne Arundel County that I saw.

MR. MALESTER: This is the deed of Schreiber or Shriver to Listman of ten acres?

MR. COLLINS: Yes.

MR. MALESTER: No objection.

(DEED RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.T.C. 1334 FOLIO 194 FILED AS EXAMINER'S EXHIBIT #5)

(MR. COLLINS)

24 Mr. Albert, do you recall in your title examination whether there was any other mortgages that might have been released on this property?

A (No reply)

25 Now in your title examination, did you find any tax sale against this property during the period of time that it was in the name of Schreiber or Shriver?

A Yes, I did.

26 Would you relate this to the Examiner, please?

A Yes. This was a sale number 5999.

27 What was the date, please?

A The sale was made October 13,1942. However, this sale was marked "Do Not Record" and the sale was never ratified.

28 And for what tax period did this sale cover? Or for what period of delinquent tax did this sale cover, for what years?

A For the years 1939 and 1940.

29 Now did you check the assessment records of the Tax Department during your examination?

A Remembering, Mr. Collins, that my examination ended March 13, 1965, I did.

30 The prior assessment dates of this property, did you go back any, say back into the '40's on the assessments?

A No, I did not.

31 The point I was trying to get and I will ask you this question. Do you know or do you have any record when this property was -- when the assessment records reflect that title was in the name of Schreiber or Shriver?

A No, I have no occasion tocheck that.

32 For the record, Mr. Albert, on the tax sale that you just testified to, number 5999, is that a complete tax sale?

A No, it was not.

33 It was not a valid tax sale?

A No, I wouldn't say it was not valid. I wouldn't pass legal opinion on it at this point. But I would say that it did not go to completion. The sale was never ratified because the taxes were evidently paid and the sale withdrawn. And as you see the tax sale is marked "Do Not Record".

34 In your examination of the tax sale, how was the property, the bounds of the property described?

MR. ROUSE: Which tax sale is this?

MR. COLLINS: 5999.

MR. ROUSE: 1942?

WITNESS: Yes.

A This is an excerpt from the Southern Maryland Times of Annapolis, Maryland, October 1, 1942. 3-S-14, Schrieber, Charles, 88 acres situated at Earleigh Heights, Anne Arundel County. Taxes, interest and costs, $123.15.

35 Did the description inthis tax sale indicate any improvements on the property?

A No, not the advertisements in the newspaper.

MR. COLLINS: Your witness.

(MR. MALESTER CROSS-EXAMINATION)

1 Mr. Albert, the tax sale number 5999 -- first of all, are you familiar with the area of the subject property?

A How do you mean familiar? Physically familiar?

2 Yes, physically familiar?

A Yes, with the general area.

3 Well, you made reference to an area called Earleigh Heights, I believe?

A Yes.

4 Do you relate the name Earleigh Heights to the area of the subject property of these proceedings?

A Yes, I do.

5 Can you offer any opinion as to whether the subject property of Tax Sale 5999 is also the subject property of this proceeding?

A Basing my answer only upon my experience with the Tax Sales conducted in this County, I would say yes. That the property involved in that tax sale is the property the subject of this proceeding. However, to verify this factually, I would have to run all indexes on the Grantee side of the Schriebers in order to ascertain that they only owned one eighty-eight acre parcel.

6 But based on your familiarity with that area, you are reasonably certain the parcels are the same?

A Yes.

7 With the exception being that in '42 there was eighty-eight acres and we are now dealing with seventy-eight?

A That is right.

Which would account for the ten acres sold off to Listman in 1959?

A Yes.

Now I direct your attention to the tax sales. The first one being in 1931, Tax Sale 1541. That was a tax sale against Leimbach, is that correct?

A Theodore Leimbach.

And who was the purchaser in that tax sale?

A I stated that on my direct testimony but it was J. S. Linthicum.

Now in your search of the Land Records and particularly dealing with this tax sale, didyou note anything unusual about that tax sale?

A Would you clarify what you mean by unusual?

Well, was it --

A Do you mean defective?

Yes.

MR. SISKIND: Objection. We presented when the tax sale was made and when it was reported, Mr. Rouse. And I think it is a matter --

MR. MALESTER: He is an expert.

MR. SISKIND: I think it is a matter of law as to whether or not it is or is not defective.

MR. MALESTER: Your Honor, I submit that he has been qualified as an expert. And I asking for his opinion. If he observed --

MR. ROUSE: I have no authority to rule on matters of evidence. I would suggest that you simply let the record show that the objection has been made and let the witness answer the question.

MR. COLLINS: For the record, objection to Mr. Malester's last question has been made. And the objection is based that it is argumentive. That it is requesting a legal conclusion or a legal opinion of the witness which he is not qualified to answer. It is a point of law that should be left to the Court to decide.

MR. ROUSE: Maybe you want to rephrase your question.

(MR. MALESTER)

16 Well Mr. Albert, based upon your experience, having qualified as a title examiner and someone familiar with real estate practice and you have run the records concerning Tax Sale 1541 in the year 1931. Were all the necessary requirements made or complied with with respect to that tax sale?

MR. SISKIND: We object.

(DISCUSSION OFF RECORD)

MR. SISKIND: I withdraw the objection at this point.

(MR. MALESTER)

17 Answer the question and then we will see.

A Well, the question is not one of an opinion of mine as to the statusof the law because the law has been decided upon by the Court of Appeals.

18 But based upon your understanding of the prevailing law governing tax sales in 1931, did this sale meet all of the necessary requirements?

MR. SISKIND: We are going to take an objection to that.

(MR. MALESTER)

19 Did the tax sale, 1931 tax sale 1541 meet the statutory requirements?

MR. SISKIND: Again, we object to this question as leading to a legal conclusion and being argumentative.

WITNESS: Do I answer at this point?

MR. MALESTER: Well, maybe I can help matters this way. Let's take a different approach.

20 Mr. Albert, it is true that you have reviewed all of the records in connection with the 1931 tax sale, is that correct?

A I have the records here, yes.

21 Would you tell us what that search revealed?

A Well, Mr. Malester, I have already done that from a factual standpoint as to what is typed upon the pages here.

22 Okay but would you restate it?

A The tax sale was made on July 21, 1931. The sale was reported

on December 6, 1932. The sale was made against Theodore Leimbach, who was deceased at the time of the sale. And the sale was made to one, J. S. Linthicum.

23 In your opinion, did Mr. Linthicum acquire good title to the property by virtue of that tax sale?

MR. SISKIND: Objection.

(DISCUSSION OFF RECORD)

(MR. MALESTER)

24 Now we get to the question, did this tax sale of 1931 comply with all of the statutory requirements?

MR. SISKIND: Objection legal conclusion and argumentative. Now go ahead and answer it.

WITNESS: No.

(MR. MALESTER)

25 Why not?

A Well, for the obvious reason that Theodore Leimbach was dead at the time of the sale and that the sale was not reported within eleven months of the date of the sale.

26 I believe you did testify that Mr. Leimbach died in 1927, is that correct?

A That is correct.

27 The tax sale was in 1931 but was not reported until 1934?

A It was not reported until December 6, 1932.

28 More than eleven months after this tax sale?

A That is right.

29 What next occurred in the chain of title?

A There was another tax sale which violated the same statute.

30 This is the 1934 sale?

A There was another tax sale which was not conducted in accord with the statutes in effect at that time.

31 Now this is the tax sale 1932?

A That is correct.

32 This was against Linthicum?

A No, it was not.

33 Who was that sale?

A J. S. Linthicum was not joined in that sale. But the sale was against Theodore Leimbach, who was still deceased. That sale was made on July 24,1934 and this one was not reported until two years later, July 9,1936 which is not in accord with the statutes as I stated before.

MR. SISKIND: Objection.

(MR. MALESTER)

34 It was not a timely reported sale? Is that correct, Mr.Albert, once again in this second sale, there was not a timely reported sale?

A That is correct. It was not made within time, yes.

35 And that tax sale was to whom?

A That tax sale was made to the County Commissioners of Anne Arundel County.

36 What next occurred in the chain of title?

A There was a deed made by C. Albert Hodges, Treasurer, of Anne Arundel County, to the County Commissioners of Anne Arundel County.

MR. ROUSE: That was 1937?

WITNESS: That is right.

39

37 Now in your experience as title examiner, are you ever called upon to pass title? Is that expression familiar to you?

A Yes, it is familiar to me. In the practical sense, the title examiner finds or flags the defects in title, reports them to his correspondent. And often on the basis of what the title examiner says, the title passes or does not pass.

38 In other words, you made a recommendation as to whether, in your opinion, a title is good and merchantable, is that correct?

A That is correct.

MR. SISKIND: We are going to object to all of this line of questioning. We will state that we will object to this line of questioning as a part of a continuing objection as this is argumentative and leads to a legal conclusion which we feel is reserved to the Court.

(MR. MALESTER)

39 Then this is a normal function of a title examiner and a function which you normally engage in and that is to pass title and pass on the question of whether title is good and merchantable, is that correct?

A Yes. It is an advisory capacity based upon experience and knowledge.

40 Now based on your examination of the Shriver or Schreiber title to the seventy-eight acres in question here, have you formulated any opinion, such that you could or have made a recommendation as to whether this title is good and merchantable?

MR. COLLINS: Objection. And the same reason is stated to all of the objections and they are continued objections on all of the cross-examination made by Mr. Malester on behalf of the Complainant.

A Yes, I have reached a conclusion on -- about the status of this title. And that was that the title was defective in the matter of record title. We are only concerned here with record title for various reasons, I might add. All of which, of course, I reported to the Title Guarantee Company who originally sought me out to examine this title.

41 Your conclusion, once again for the record, is based strictly on a search of the land records?

A That is correct. I have no knowledge of the physical possession of the property or its appearance.

42 Then you did testify that you were engaged by the Title Guarantee Company to make this title search. And then I understand that your recommendation to the Title Guarantee Company was that title, in your opinion, was not good and merchantable at this time?

A Yes. After reporting to them and conferring with them, my report was that the title was defective.

MR. MALESTER: I have no further questions.

MR. COLLINS: We must object to the whole line of questioning of Mr. Malester as reasons previously stated. Now for the record to follow through

and clear in case the objections are not sustained. I would like to ask Mr. Albert this one question.

(MR. COLLINS REDIRECT EXAMINATION)

1 On the last question that was asked you by Mr. Malester concerning your report to the title company that the title reflected to you the title was not a marketable title, your conclusion was based only on what the records reflected to you, is that correct?

A That is correct.

2 You did not conclude any possession of the title?

A No, I did not.

MR. ROUSE: He stated that.

MR. MALESTER: I think I made that clear.

MR. ROUSE: He stated that his opinion was based solely on his examination of the land records.

(MR. COLLINS)

3 It was based only on the record title?

A That is right.

4 And no adverse possession?

A I have no knowledge of those things.

MR. COLLINS: All right, I have no other questions of Mr. Albert.

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 Edward J Albert

ALBERT HENRY LISTMAN, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 Mr. Listman, state your name and address, please, sir?

A Albert Henry Listman, Box 359, Rt. #2, Severna Park, P. O., Maryland.

2 Are you acquainted with Mr. Charles Shriver, sometimes it is spelled S-c-h-r-e-i-b-e-r and sometimes S-h-r-i-v-e-r?

A That is right.

3 How long have you known the Shrivers, Mr. Listman?

A Roughly, I would say 15, maybe more years. I don't know.

4 Now are you acquainted with the property on which they reside?

A Yes.

5 You are acquainted with the property that they own?

A That is right.

6 Now I show you this deed that has been submitted in evidence and marked as an exhibit. Do you recognize this deed?

A Yes.

7 You are the Albert L. Listman listed on there as the party of the second part and, of course, be the purchaser?

A That is right.

8 Along with your wife, E. Eileen Listman?

A That is right.

9 Now I show you this plat, this would be Exhibit #2. Now will you examine this property -- this plat and see if you can recognize it or identify it for the record, please?

A Yes. I know that this is the property that I bought. This ten acres taken in here.

10 Well, let's try to identify where this is. This is on the eastern side of the tract, is that right? Now Mr. Listman, it would be on the what would be known as the back part of your property and the back part of the Shriver tract, is that correct?

A That is right.

11 Now I show you Exhibit #2 and is this the outline of your property?

MR. ROUSE: And you are pointing to the eastern boundary on Exhibit #2?

A Here (indicating) yes.

12 Now would this be your line here on the eastern side -- boundary of the Shriver tract?

A No, this is the line here. This is the front part of my property.

13 In other words, this would be the old line ofyour property is that correct?

A That is correct, yes.

14 Now I show you the plat that is attached to Exhibit #5. Is the outlineof the piece of property on the east side of Exhibit #2, it has your name in there, Albert L. Listman and wife, 1334-194, is that the same piece of property? Does that reflect the same outline as this plat that is attached to Exhibit #5?

A Yes.

15 It is the same line?

A Yes.

16 Now can I ask you this. Does your property abut onto the

Shriver tract?

A Yes, here.

17 Now that is at this present time?

A That is right.

18 And it abuts on the east end of his property, east side of his property?

A The back end of my property to the east side of his property, right.

19 And the back of his property?

A That is right.

20 Now you purchased this ten acres from him back July 31, 1959, is that correct?

A That is right.

21 Now prior to your purchase of this 10 acres from the Shrivers did your land, that you owned prior thereto, adjoin that ten acres that your purchased in July of '59?

A Yes.

22 It adjoined that prior to your purchase?

A Oh yes.

23 Now how long have you resided on the property adjoining the Shrivers?

A Fifty years.

24 Adjoining that -- you have lived on that adjoining property?

A All of my life, yes sir, I have lived there.

25 Now when you purchased the property from them in July 31,1959 did you feel that they -- did you recognize them as the owners of that ten acres thatyou purchased?

A Oh yes.

26 Now can you reflect, for the record, how long that they had owned this ten acres that you purchased?

A I know they had owned it 20 years or better but I don't know just how many years they did own it.

27 Now do you remember when they purchased this property? Now if you don't know the date, do you remember them purchasing the property?

A Yes, I remember them purchasing the property.

28 Do you remember them putting any building on the property?

A Yes.

29 Now could you reflect, for the record, when that was?

A No, I couldn't.

30 Do you remember them moving a saw mill on the property?

A Yes.

31 Do youremember them cutting firewood off of the property?

A Yes.

32 Well, do you remember them cutting logs off of the property?

A Yes.

33 Timber?

A Yes, thatis right.

34 Do you remember them using their saw mill to cut the logs and--into timber?

A Yes, that is right.

35 All right now, let's start back. Do you remember from the time they came on the property all of these instances, cutting wood cutting timber, building buildings and moving saw mill and cutting logs?

A That is right.

36 All right now, do you recall by date or by event when they first moved or took possession of the property, moved to or took possession of this property?

A No.

37 Can you by any event -- was it prior to World War II?

A Yes.

38 All right, let me ask you this, your father owned this property that you now live on, the adjoining property this represents (indicating)?

A Right.

39 When did your father pass away?

A About 13 years ago, '44.

40 Did the Shrivers own the property at this time?

A That is right.

MR. ROUSE: Did they?

WITNESS: Yes.

41 Were you involved in the second World War?

A No.

42 Did you work during the second World War?

A Yes.

43 Where were you working?

A Sparrows Point Ship Yard.

44 When did you go to work at Sparrows Point Ship Yard?

A About '43.

45 What time in '43? What month?

A I don't remember.

46 It was in the year of '43?

A It was in '43.

47 Were the Shrivers occupying the property on Benfield Road -- Jumpers Hole Road? This Jumpers Hole Road property, the property referred to on Exhibit #2 in 1942-43 when you went to work at Sparrows Point. Do you remember when you went to work at Sparrows Point in 1943?

A Uh-huh.

48 Were they living on the property at that time?

A It seems to me that they were but I just can't -- I couldn't swear to it. I mean at that time I didn't pay too much attention. I was a whole lot longer and I was doing other things and I didn't pay too much attention to what was going on over there. Now that I am older and I realize things and I watch it closer. But then I didn't.

49 But then during the period of time that you were working and employed at Sparrows Point during this term of -- you went to work there in 1943, when did you terminate your employment with them?

A '45.

50 What month in '45 if you can recall?

A In March. In March of 1945.

51 Can you recall whether the Shrivers were occupying the property at this time or not?

A Yes.

MR. ROUSE: You can recall but what do you recall? Were they? In March of 1945 were the Shrivers in possession of this property that adjoined yours?

WITNESS: Yes, that is right, yes.

(MR. COLLINS)

52 Now did they have a building on the property, if you can recall?

A They didn't have a large house. They had a small building.

53 Do you remember whether the saw mill was on the property at this time?

A No, I can't answer that.

54 Do you remember during the period of time that you were employed at Sparrows Point that they cut wood and/or timber off of the property? Can you recall that?

A Yes, they cut wood. Now whether they cut timber, I don't know. But I know that they did cutting back there.

55 They did cutting back there during the period of time that you were employed in Sparrows Point between sometime in 1943 and March of 1945?

A That is right.

56 Now do you still have the ten acres that you purchased from them?

A That is right, I do.

57 Now at the time you purchased this property did any of the -- did Charles Shriver or any of his agents show you the lines of this property?

A Repeat that.

58 At the time you purchased the property in July of 1959, during this period of time and around this period of time, did Mr. Shriver or any of his agents show you these lines of their property?

A Oh yes. Yes.

59 There were lines where their property adjoined your property on the east side?

A That is right, yes.

60 Now would you reflect, for the record, you say -- they did show you these lines?

A Yes.

61 Can you look at this Exhibit #2 and point out for the record on the east end of this or any end where they reflected their lines and your lines were?

A At this point back here (indicating) the Shrivers showed me a stake. In this area here --

MR. ROUSE: You had better have the record show what he is pointing to.

MR. COLLINS: Let the record show that this would be the northeast corner of the Shriver.

MR. MALESTER: The point referred to is the 198.96 foot line.

(MR. COLLINS)

62 Is this the point that he showed you?

A Yes, that is right.

63 And this is on the northeast corner?

A Yes, that is right.

64 Of the back line of the Shrivers?

A That is right.

65 Now reflect which other line that he showed you, if you can?

A Well, we came right on up the line here that was the back part of the property that used to be my father's property in here.

And I have the five acres here and then this the old line, we came up this old line up into Mr. White, the property that Mr. White has now.

66 That is this line that runs from the second or the south 24.03 W line to the point that is marked 6383 right here (indicating)?

A Yes.

67 And then you followed that--

A That wasn't a marker at that time. That is a mark now. But this line continued right on through here at the time before I bought the property.

68 Where this light faded out line is that runs from the northeast corner, that is marked S24°.03'W and goes all the way through over /to the adjoining Philip Vinton Clayton property on the -- on the east end of the Shriver tract?

A That is right.

69 Now who had this property surveyed out?

A For me?

70 Yes. You had it surveyed?

A Yes.

71 And did the surveyor, to your knowledge, follow the lines that were reflected to you by Mr. Shriver?

A Mr. Shriver also showed the surveyor the lines.

72 Now which Shriver was that? Was it Mr. Charles Shriver or George Shriver?

A George.

73 And he is the brother of Charles?

A Brother of Will. Now I don't know whether he is the brother of Charles or not. I can't answer that.

74 But he is of the Shriver clan?

A That is right.

75 And you purchased this ten acres from Mr. Charles Shriver?

A That is right.

76 And they knew were the lines were andyou also knew where the line were, your lines and the reflection of the stakes and whatnot between the Shrivers and you were in full coordination?

A That is right.

77 And they reflected as you found them?

A Yes.

78 As you pointed them out to the Surveyor, is the way that they were found?

A Yes.

79 At the time that you purchased this property from Mr. Shriver did you recognize him as being in full title, the full possession and the full owner of the ten acres that you purchased from him?

A Yes.

80 To your knowledge, has anyone questioned the title or the ownership of the property of the Shrivers that reflected on this exhibit #2, to your knowledge has anyone?

A No.

61 Well, what about the ten acres that you purchased from the Shrivers, has anyone questioned your ownership of this ten acres?

A No.

MR. COLLINS: Cross-Examine.

(MR. MALESTER CROSS-EXAMINATION)

MR. MALESTER: Can we stipulate that the blue

with exeeption of the blue marking, that this is an exact copy of Exhibit #2.

MR. COLLINS: Yes.

(MR. MALESTER)

1 Now Mr. Listman, I am showing you a plat. Is the area outlined in blue and marked #1, does that represent the original acreage owned by your family for some fifty years?

A That is right,yes.

2 And is the area outlined in blue and marked #2, does that represent the parcel, the 10 acre parcel, that you bought from the Shrivers in 1959?

A That is right.

3 Now was your testimony that parcel #1 was owned by your --

MR. ROUSE: Wait a minute, can we have this marked?

MR. MALESTER: I would like to have this plat which is marked in blue and identified by Mr. Listman.

MR. COLLINS: Why don't have you him to outline it and then number it section 1 and 2 and refer to it? He can do that.

MR. MALESTER: Well, it is outlined in blue and he has identified it.

(COPY OF PLAT FILED AND MARKED AS EXAMINER'S EXHIBIT #6)

A But this piece of property that I had from my father, he owned that more than fifty years.

4 But how long have you lived on parcel #1?

A That is/how long I have lived there. I was born there and I stayed there.

5 Okay sir, now we are examining Exhibit #6. Now on Exhibit #6, parcel #1, you have lived there all of your life?

A That is right.

6 And you are fifty years old?

A That is right.

7 When did it first come to your personal attention that Mr. Shriver owned the adjoining land, the land adjoining your family's property?

A The year or --

8 Well, if youcan't tell me the year maybe you can tell me what -- did you learn that Shriver owned the land adjoining yours prior to World War II, for example?

A Yes.

9 You knew prior to World War II, beginning of World War II?

A That is right.

10 Prior to 1941, that is, that Mr. Shriver owned the land adjoining your land ~~and~~ parcel #1 on this Exhibit #6?

A That is right.

11 When did you first meet Mr. Shriver? Was that also prior to

A World War II?

A I wouldn't know. It has just been --

12 If you can't recall, say so.

A It has been quite a few years ago, that is all I can say.

13 But you can't relate it to an event or a year?

A No, I can't.

14 Now I believe you testified, that you started working/out in Sparrows

55

Point in 1943?

A That is right.

15 Did you meet Mr. Shriver prior to 1943 employment or about that time?

A I don't remember.

16 At anytime prior to your acquiring-- buying parcel #2, did you know what activities Mr. Shriver was engaging in on this property that he owned?

A I knew that he had set up a saw mill and he was going to cut timber.

17 When did you first learn that Mr. Shriver had built a saw mill on the property? Was that prior to World War II?

A I don't remember that neither.

18 Was it prior to your employment at Sparrows Point?

A Yes.

19 So it would be prior to 1943? At least 1943?

A '43 and in that area, yes.

20 Did you ever go on the land prior to 1943 or earlier?

A Yes.

21 You did go on the land?

A Uh-huh.

22 And did you observe any activity on the land?

A That they were cutting timber.

23 They were cutting timber on the land?

A Yes.

24 Now did you go on just the area marked Parcel #2 on this exhibit #6 or did you go into the main tract?

A Oh, I went into th e main tract.

25 And looking at Exhibit #6 and possibly taking this pencil, could you mark, if you recall, the area where they were cutting timber?

A In would be in and around where the home is..

26 Could you locate the house on this Exhibit #6? Put an "X" and initial it, if you would.

A I can't -- approximately in this area is where his home is. But he didn't build the home at that time. He had a small home built in this area (indicating). And in here (indicating) he set up a saw mill. (Marks places on plat)

27 As you recall, and this is prior to 1944, the saw mill --

A It was right here.

28 Okay, put your initials, sir.

A (Initials plat)

29 Now Mr. Listman, when you went on the property 1943 or earlier, did you have occasion to see any other activities going on?

A No.

30 Did you ever mortgage this ten acre parcel after 1959? The ten acres that you acquired from Mr. Shriver?

A Yes.

31 You did mortgage it?

A I don't know if you would call it a mortgage or not. I have a loan that I put up this 10 acres on. But it isn't -- I don't think it is down. A mortgage has to be registered in the Court House?

32 That is right.

A No.

33 Did you borrow that money from a lending institution?

A That is right.

34 And it was intended to use the 10 acres as security for that loan?

A That is right.

35 What is the name of that lending institution?

A City Finance.

36 But you don't know what instruments or what documents were used to secure that loan?

A No.

37 How did you first learn that the Shrivers owned the 10 acre parcel that you later bought in 1959?

A I knew it from the time that they bought the property that they have, that they also owned that because that was part of the property that they bought.

38 Well, you say when they bought it, do you mean when they bought it from the tax sale in 1937?

A Well, I didn't know if they had bought it at that time or not. But from the time that I knew that they owned the property, I knew that they owned that part, too, because that was all part of the Leimbach property.

39 Oh, I see. Then you understood back in 1943 that Shriver owned everything that Leimbach owned?

A Yeah, the Leimbach property, that is right.

40 You knew the Shrivers, at least, generally owned the property known as the Leimbach property?

A That is right.

41 Did you know the Leimbachs?

A I just faintly can recall them. But I couldn't say a thing

about them because I was too young.

42 In 1943 did you know that the Shriver property, which you referred to also as the Linthicum property, had a frontage on Jumpers Hole Road?

A The Leimbach property, yes.

43 Which is also the Shriver property?

A That is right. It has frontage on Jumpers Hole Road. I knew the whole piece of property, yes.

44 And then you understood back in 1943 that the Shrivers owned everything from Jumpers Hole Road to a depth equal to the rear of your property?

A That is right.

45 So that the rear of the Shriver property met the rear of your property and they owned everything in between?

A That is right.

MR. MALESTER: I have no other questions.

(MR. COLLINS REDIRECT)

1 Let me ask you just one other question. Do you recall ever seeing any no trespassing signs on this property or no hunting signs on the back end of the property that adjoined you?

A Yes.

2 Do you recall who posted them? Do you know who put them there?

A No, I don't.

MR. MALESTER: When did he see them?

3 Were they no trespassing or no hunting signs?

A No hunting signs.

4 And when did you first, if you can recall, when did you first see those signs posted?

A Last year but I don't know what date. But I know it was last fall.

5 Did you see any posted prior, down through the years?

A No.

6 Do you do any hunting?

A Yes.

7 Have you ever hunted on this property?

A Yes.

8 Did you get the Shrivers permission to hunt?

A No.

9 But you had general knowledge that it was all right for you to hunt on the property?

A That is right.

MR. COLLINS: That is all.

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 Albert Leonard Pastman

61

CONRAD LISTMAN, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 State your name and address, Mr. Listman?

A Conrad Listman, Pasadena, Maryland.

2 Mr. Listman, you have heard the testimony of Mr. Edward Albert, the attorney who examined the title, and he testified that a mortgage had been assigned to you from a C. Maurice Weidemeyer August 24, 1957. Are you the gentleman that this mortgage was assigned to?

A Yes.

3 I show you this mortgage. Do you recognize it? This is the Exhibit #4.

A The one from Weidemeyer to Riggins.

4 Here is where it went to Riggins.(Shows on mortgage)

A Yeah, I believe he had it and he transferred to him and then I got it from him.

5 This is the same mortgage?

A Yes.

6 Mr. Listman, how long have you lived in the Pasadena, Earleigh Heights area?

A Well, Earleigh Heights, I moved over to where I am at now in Pasadena in '48. I lived all of my life over there.

7 You have lived all of your life in the Earleigh Heights-Pasadena Area?

A I was born and raised there.

8 And Mr. Albert L. Listman, is he any relation of yours?

A Youngest brother.

9 And the property he testified to as belonging to the family where he had resided for 50 years, the five acres marked as Parcel #1 on Exhibit #6, this five acres right in here (indicating) was that your old family property?

A Yes, they owned 23 acres there at one time.

10 Now let me ask you this question, Mr. Listman. How long have you known the Charles Shriver family?

A Well, now see I run the store there at Earleigh Heights for years. You see, I opened up there in 1928. And they started coming in there, I would say maybe around 1940 that I noticed them. Now if they were living there or not or had the property already then, I don't know. But they come in the store off and on, you see, and I knew that they were new people in the neighborhood.

11 And this was sometime in 1939?

A No, I would say around 1940 that I noticed them coming in there.

12 Now I show you this plat and it is exhibit #6. Do you recognize by examination this property? Can you recognize the property by examination of the plat?

A Well, this is supposed to be Jumpers Hole Road. And well it run down -- I know it run down Jumpers Hole Road and then it run way back down near my father's property and back up here and back again (indicating). I knew the property.

13 Now upon your examination of this plat, Exhibit #6, do you recognize this as being a plat of the Shriver property?

A Yes.

14 Do you know who owned the property prior to the Shrivers?

A Leimbachs.

15 And does this reflect that it is the Leimbach, can you recognize this is also the Leimbach property, the former Leimbach property?

A Yes.

16 Now Mr. Listman, do you have any knowledge, personal knowledge, of when the Shrivers purchased this tract of land?

A No, not exactly. All I know that they came in the store around 1940 and '42 through them years. But when they bought it, I couldn't say.

17 Now can you recall that-- let's use the date of 1939 -- say January 1st, 1939. Can you recall of observing this specific tract of property in your travels up and down Jumpers Hole Road?

A Oh yes.

18 Can you state for the record, if you can recall, of seeing any improvements on this tract of land as of January 1, 1939?

A No.

19 All right, now we will go from there. When, after January 1, 1939, did you first see any improvements being made to this tract that reflects in Exhibit #6?

A No, I just can't say that. That I did not before '39 or I never noticed anything until around, I would say '42 or '43 in those years. And I noticed that they were cleaning off land and woods up there.

20 In 1942?

A Around 1942 or '43.

21 They were clearing a portion of this land?

A Yes.

64

22 Now you say "they". "They" who?

A The Shrivers.

23 Now can you recall within a little closer period of time when you first became acquainted with the fact that they were clearing this property or doing work on this property?

A No, I just really didn't pay too much attention to it. I used to deliver up and down the road there and I would see that they were cleaning up there. And I know around '43, I believe it was, that they first built a small little piece of building there. A little house or something that they had back there, they lived in some. That was around '43.

24 Now can you recall any incident in '43 that would bring you to the closer date that they were making the improvements on this property?

A No, I couldn't.

25 It was sometime around World War II, was it not?

A Oh yes.

26 Would any incident, such as someone leaving home or going to war, or whatnot, refresh your memory any?

A Yes. Will Shriver, I remember him when he went to war. And if I am not mistaken, that must have been around '42 or '43 at that time. Because I remember him stopping in the store and he was waiting for the train there. And I remember him getting on the train, talking to me before he got on the train and all.

27 Now who was Will? That is the brother of Charles?

A No, step-brother. He is the half-brother of Charles Shriver.

28 And you remember Mr. Charles Shriver's step-brother, Will,

waiting for the train in 1942 or '43?

A In one of those years, I couldn't pin it down.

29 And at this time were they living or working the property?

A Yes.

30 Do you recall or can you recall when the house was built on the property? The house they now reside in?

A No, I couldn't say the exact date. I would say that it should have been there in '44 before Will went in the service.

31 At the time Will Shriver went to war in 1942 or '43, he was living on this property, isn't that right?

A That is right.

32 Now when they first built this small house back in 1942 or '43 just before Will went to war?

A Yes.

33 Now do you remember when the large house was completed or construction began on that?

A No. It took them, I think, quite a long time to build that house because they were cutting the lumber out of their own woods, a lot of it was. And then what they didn't have, I think that is how they come to get in touch with Weidemeyer, Laurel Lumber Company.

34 Now you stated that they cut the timber off of their own property to build the house with. Now do you mean this tract as reflected on the plat number Exhibit 6?

A Yes.

35 Now do you remember ever seeing a saw mill on this property?

A Oh yes.

36 Can you recall when the saw mill was moved or established?

A Established there, must have been around '43. '43 or '44 in them years.

37 Now during this period of time from 1942 up to on through until this very date, do you have knowledge of them doing any cultivation on this property? Farming the property?

A From when?

38 From 1942 on up-to-date?

A Up-to-date, yes.

39 When did you first notice this/at if all you did, when they were cultivating or farming the place?

A Well, it is hard to remember just the dates but they hadn't been there too many years, at least, when they cleaned the land off and they had horses there and they were working the place. Now I wouldn't -- just for myself, I would say at least '45. I know that.

40 Now do you know whether they cut any firewood off of this place?

A Oh yes.

41 Now how would you know that?

A Well, because by being in the store business that way and they had the mill. At different times I would go up there. I had lumber to cut and when/I did go there a lot of time they wasn't at the mill but they were back in the woods getting timber out of there.

42 Now you have been on this property?

A Yes.

43 Have you been on the property since the Shrivers have owned it?

A Oh my yes.

44 And did you walk over the property?

A Lots of times I did, yes. Around the upper part, around the house. But I didn't have much use going around the back.

45 Around the house were they cutting timber and wood there?

A Yes, they were.

46 Now did you have occasion to go to the back end of the property? That would be the east end of the property where your brother purchased this 10 acres. Were you ever back in this area during the period of time that the Shrivers ever owned this property?

A Yes.

47 Were they cutting timber back in that area?

A Not at that time when I was back in here. I was squirrel hunting. That is why I got back there.

48 During this period were they cutting firewood?

A Well, I couldn't say exactly they were cutting firewood because usually when you cut timber you always have firewood out of it because you have the branches and tips and slabs and stuff like that. That is firewood.

49 Let me ask you this. Could you in your travels over this property, this would be now the whole area, could you see the result of timber and firewood being cut, the remains of firewood and timber being cut on the property?

A Oh yes, there was a lot of trees there. A lot of large oaks and all kinds of timber on that place.

50 And they did cut them down?

A Oh yes.

51 And that would be from the period of time you first knew them in 1940-- approximately 1943-'42,43, '44 up to this present

time?

A Yes.

52 The five acres, parcel #1, that your brother, Albert Listman, testified to, he stated that he had been living there fifty years. And you, as his brother, can you testify as to your family ownership of this five acres?

A Yes.

53 How long was it in your family, if you can recall?

A Including my brother,Albert?

54 Yes.

A Well, as much as I know, I was born in 1902 on the place.

55 You were born on this five acres?

A Yes.

56 And now are you acquainted with the lines that existed between your father's property, which is now Albert's property, and the Leimbach tract or what is now known as the Shriver tract?

A Yes.

57 Now looking at this plat, which is Exhibit #6, you see where it has been outlined Parcel #1 and Parcel #2. Do you recognize those two parcels?

A Yes.

58 Number One would be what?

A That is my brother Albert's now but it was my father's.

59 And this Number Two would be?

A It was Leimbachs as long as I knew. And now that 10 acres there is my brother's. And this here part is Shrivers.

60 Now this ten acres were purchased by your brother from Mr. Shriver, is that correct?

67

A Yes.

61 Now are you acquainted with these lines as they reflect on this plat?

A Well, I just have a rough idea of my brother's -- what my brother showed me there, you know. I just don't know where the lines run but I do know the Leimbach line runs in between here.

62 And your brother purchased this 10 acres in here?

A Yes.

63 And he showed you these lines?

A Oh yes.

64 When did your father -- when was your father deceased, Mr. Listman?

A In '44.

65 Where did he live at the time?

A He lived on this five acres.

66 You testified that you were born on this five acres?

A Yes in 1902.

67 You visited Albert at this property since 19-- say 1940?

A Yes.

68 From his property you could see the property occupied and owned by the Shrivers, is that correct?

A Yes, oh yes.

69 And from visiting Albert could you observe from being on his property you could observe the Shriver tract, is that correct? Be in your site from the property?

A Sure.

70 In your visits to Albert from 1940 on up to this date, could you

70

observe and did you observe the Shrivers working on this property in this east end of the property adjoining Albert and your old family place?

A No, I didn't go back that far. When I went up there I was mostly around the house up there. It was around 800 feet back was a land field and behind that was the woods where they were going back and getting the wood when I started going up there.

71 But you did hunt this back area, didn't you?

A Yes.

72 But you came in from the front when you hunted it?

A No, I came in -- I didn't come in on Albert's. But way back here around the back here -- around the back part of the property there was an old road running back there and we came up that road and went in. And I didn't come through Albert's.

73 But you did come in this back northeast corner?

A That is right. At--where there is marked -- Clayton's had it once.

74 Would it be across Curran property? Across Albert Curran property and Shiroky property?

A No.

75 Would it be along this corner here that is marked S24.03°W?

A You see when you are hunting you just don't pay any attention when you walk through the woods. You go from one place to another where you think that the squirrels are. I don't go by lines. I wasn't looking for the lines.I was looking for the squirrels.

76 Now when you came in on this property from this northeast corner, you could observe where the Shrivers had cut firewood

71

and timber on this back side of the property, could you not?

A No, not at that time when I hunted the Shrivers weren't there practically at that time, not when I hunted on there.

MR. SISKIND: When was that? Was it before 1940?

MR. ROUSE: Before the war?

WITNESS: Yes, it was before the war. It was before the war but just the dates and years, I just can't remember that.

(MR. COLLINS)

77 But you do know that they cut timber and they also cut wood off of this whole tract?

A Yes, I know that.

78 Do you have any personal knowledge of anyone prior to this case today, questioning the title or the ownership of the ten acres that your brother purchased from the Shrivers?

A No.

79 When you took the mortgage assignment from Walter W. Riggin, I believe it was, did you question, at that time, the ownership of the property that that mortgage covered?

A No.

80 You did know that it covered the property owned by Charles Shriver, did you not?

A Yes, otherwise I wouldn't have took the mortgage over.

81 And when you accepted this mortgage, you accepted it on the fact and you believed that he had full title to this piece of property now in question?

A Yes.

(MR. MALESTER CROSS-EXAMINATION)

1 Mr. Listman, you said earlier that when you were standing on what is marked in Exhibit #6 as Parcel #1, that is your brother's property and your father before him owned property, you could look onto the Shriver property?

A Oh yes.

2 Is that correct?

A Yes.

3 And I think you testified that you even visited the property in 1940. And standing on your brother's property, Parcel #1, you could look onto the Shriver property, is that right?

A Yes. The woods but you couldn't see the house from there.

4 But you referred to it as the Shriver property?

A Yes.

5 How did you know it was the Shriver property in 1940?

A Well, they were there a long time. But now when they just got the property, that I don't know.

6 But in 1940 you recognized Shriver as the owner of the property and you had your reasons in 1940 for believing that they owned the property, is that correct?

A No, I couldn't swear that they had it exactly in 1940. Now it has been -- around a long time but I just couldn't remember the year.

7 Prior to the Shriver ownership, you were familiar with the Leimbach ownership?

A That is right.

8 And is it your understanding that Shriver acquired everything

that Leimbach owned?

A Yes.

9 And then standing on your brother, Albert's, property, Parcel #1 on Exhibit #6, when you looked from there toward Jumpers Hole Road you would refer to that property as the Leimbach property?

A That is right.

10 And in 1941 or '42-'43-'and during those years you knew at that time that they property which you had previously called the Leimbach property was now owned by Shriver?

A Well, I would say in between around '42 or '43 -- around that time because I wasn't interested in it. I had no interest in it at that time.

11 Now talking about the small house or small building that was on the Shriver property. Was this visible from Jumpers Hole Road?

A Oh yes.

12 Now driving or walking on Jumpers Hole Road you would see the small house?

A Yes.

13 And when was that?

A Well, I would say that that would be in '42 or '43.

14 And then in '42 or '43 it was your understanding that the Shriver family, Charles Shriver, owned everything between Jumpers Hole Road all the way back to where it met your brother's property?

A That is right.

15 The parcel #1 on this Exhibit #6. How would you describe the Leimbach or Shriver property? Was it flat, field or was it

heavy with timber, heavy with trees?

A In the last years it was because years ago Mr. Leimbach used to make a living off of there by cutting pine wood and cord wood. And he delivered it to the railroad station down there with a team -- double team hauling it back and forth, hauling it down there. That is way back when I was a kid.

16 Well back around 1940, what did the property look like?

A All woods.

17 All woods?

A All woods.

18 Would you say that the woods began just off of Jumpers Hole Road and ran all the way back?

A All the way back, nothing but woods.

19 Then it is fair to say that it was heavily timbered from Jumpers Hole Road, the frontage on Jumpers Hole Road, all the way back to where it met your family's property?

A Yes. Or what you call woods, too, sometimes, timber and woods is two different things, brush and young trees and all that.

20 Were there any open fields at all?

A No, that was before 1940. I mean thinking back that way.

21 Now I am talking about the time when you first learned the Shrivers owned the property?

A Well, it was all woods.

22 What was the condition of the property?

A It was all woods.

23 At the time you first learned the Shrivers owned it?

A Yes.

24 Now you recall, I believe your testimony was that you recall

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back in 1942 or '43 that there was a saw mill on the property?

A In between that time, I would say yes.

25 Around '42 or '43?

A Yes.

26 You do know that there was a saw mill on the property?

A Yes.

27 At that time, was there any farming being conducted on the property?

A I couldn't say that because they were right busy with the saw mill at that time. Building the house, I know they were cutting lumber for the house for rough stuff. And I just couldn't remember now if they farmed it.

28 Now I believe that it was your testimony, sir, that around '42 or '43 you witnessed the cutting of timber for the building of this large house on the property?

A Oh yes. Not only then but even after that because they didn't only cut for themselves and I even bought from them.

29 Now did this cutting of timber on the property continue without interruption from 1942-'43 until the present time? As far as you know?

A No, only thing is that I know that they did get firewood out there at times, I know that. But I don't say timber.

30 Would you say that they were cutting firewood from 1942-'43 to the present time?

A Yes.

31 Did you ever consider buying any portion of the Shriver property?

A No.

32 Did your brother, to your knowledge, ever consider buying any portion of the property prior to 1959?

A No.

33 Did you ever ask the Shrivers' permission to hunt on the property?

A No.

34 Did you hunt on the property?

A Yes.

35 Did you understand that you had that permission? Did you hunt on the property while the Shrivers owned it?

A If I am thinking right clearly, I do think that I was hunting around '39 and '40 in them years, yes sir.

36 Did you ever hunt on the property after they lived on it, after '43?

A Yes.

37 And did you understand that you had the permission of the Shrivers to hunt on the property?

A No, because after all I had property too and I never run nobody off of mine because I got the game off of there first and then I let the others hunt.

38 Just one more question, Mr. Listman, it is my understanding from your testimony that after 1942 or '43 you referred to this entire tract as the Shriver property and you considered it the Shriver tract?

A Yes, I did, yes. Because I heard conversations in the store that way when they come in. You know, about being in the neighborhood. But I just didn't know if they were living there exactly or what. But they were in the store, in and out.

39 But would you say that it was a generally recognized fact in

community that the old Leimbach property running from Jumpers Hole Road all the way back to your family's property was the Shriver property at '42 and '43?

A Oh yes.

40 Everyone in the neighborhood and the community?

A Well, I couldn't talk for them. You are asking me.

MR. ROUSE: It was common knowledge, isn't that correct?

WITNESS: That is right.

(MR. MALESTER)

41 In otherwords, you were a storekeeper in the area and being in the business right there, it was your general understanding that it was common knowledge or generally considered that this was the Shriver property?

A Yes.

42 And it still is, as far as you know?

A As far as I know.

43 With the exception of the 10 acres that was conveyed to your brother in 1959?

A Yes.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Conrad Listman

J. NELSON CLARK, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 Mr. Clark, state your name and address?

A J. Nelson Clark, 456 Oakwood Ave., Odenton, Maryland. My
2 business address is 30 Baltimore-Annapolis Blvd. N.W. Glen Burnie.

2 What is your profession, Mr. Clark?

A Real Estate salesman.

3 And who are you employed with?

A Glenco Realty Insurance Company, Inc.

4 Are you acquainted with the property referred to here as the Shriver property?

A Yes sir.

5 How did you become acquainted with that?

A I was talking with you, Mr. Collins, in reference to listing property in Anne Arundel County for sale and at that time you told/me you had a client by the name of Charles Shriver who owned a tract of land in the Severna Park area on Jumpers Hole Road. You and I made an appointment and went over to see Mr. Charles Shriver, walked over the property with his brother, George, and we got a general lay of the land and the boundary line and so on and so forth. At that time, you and I and Mr. Shriver discussed a sale price of the property.

6 And you took a listing?

A And I took a listing, correct.

7 All right, now to try to cut this thing short, I show you the plat of the property listed as Exhibit Number #2 and Number 6.

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Let's use number 6. Do you recognize the plat? Will you examine it and identify it for the Court for the record please?

A Yes. This is the plat of the Shriver tract.

8 You have seen this plat before?

A Yes sir, I have seen it before and have a copy of it with me.

9 All right, now when you went to make -- to list this property or discuss listing of this property, you stated that Mr. Shriver's -- Mr. Charles Shriver's brother, George, went over the property with you and I, is that correct?

A That is correct, yes sir.

10 All right, now examine this plat, if you would, and state for the record in accordance with this plat, where Mr. George Shriver pointed out or showed you the lines of their property?

A Well, basically, turning the plat to me, the saw mill--

11 Now this would be the Jumpers Hole Road point facing you?

A Right.

12 Now standing facing east -- facing the Shriver property from Jumpers Hole Road that would directly east?

A Directly east, that is right. To my left, would be where the sawmill is presently located. About midway of the property the farm house is located.

13 That would be midway to the front?

A That is correct.

14 Along Jumpers Hole Road?

A Along Jumpers Hole Road. And to the right was the southern boundary of the property. We entered the property at the saw mill, walked up around where the house is, to the right there is, I would say, 10-12 acres of cleared ground but was in

garden at the time.

15 That would be in from Jumpers Hole Road back toward the back of the property to the east and then to the south from the house?

A That is right. In other words, the southeast corner of the property. And then we walked back through the property and I asked Mr. George Shriver to point out to me the boundary lines because I told him that from time to time I would be bringing customers in there and would want to know the exact location of the boundary lines so that there wouldn't be any misunderstanding. During the course of our conversation, he had told us that there had been a dispute over the southern boundary line because there was trees cut and one of the adjoining neighbors stated that they had cut too far over their line.

16 Would that be the Adler property?

A Adler property, I believe. Alder property.

17 But it is now owned by who?

A I think Alder still owns it as far as I know. Mr. George Shriver said that he contacted Mr. Hicks office, I believe, if my memory serves me correct, and had the boundary line resurveyed and the boundary line was exactly where he had originally stated that it was.

18 Now to save time for everyone, would you start at the corner of the property, south east corner located at Jumpers Hole Road and it would be the N456787.14 line, would be the southwest corner right here (indicating). Now would you go from there and reflect for the record what Mr. George Shriver showed you as far as stakes and lines are concerned?

82

A Well, he walked along and showed us the various points of the boundary line along the southern portion of the property.

19 Now would this be that line? Can you recognize by the number of stakes or anything? Did he show you each of the stakes?

A Yes, he showed us each of the stakes where the boundary line was.

20 And did you see the stakes?

A Yes, I saw them.

21 Now how far did you go back?

A I walked all the way back to the back end of the property where he showed me where Mr. Listman had bought property from him and where they were taking sand out of a pit back there.

22 Now onthis south -- the south line/running from the southwest corner to the southeast corner to this position marked -- this would be Number 3 to Number 4, did he show you the stakes?

A Yes, he did.

23 Now from Number 4 on this 7th line, did you follow that up to the --

A We followed this line up to the Listman tract.

24 That would be Number 4 to Number 5?

A That is correct.

25 And do you recognize these stakes as those stakes?

A That is right. They were pipes in the ground.

MR. ROUSE: They weren't stakes?

WITNESS: They were pipes in the ground.

MR. COLLINS: Let the record reflect that when counsel refers to stakes he would

like to correct that to mean pipes, iron pipes which would have been set by surveyors.

(MR. COLLINS)

26 Now from Number 5, which now we are back on the east part of the property where it adjoins a parcel #2 that Listman purchased from the Shrivers, did you follow that line?

A Yes, I did.

27 That would be from Number 5 on over to Number 6?

A That is correct.

28 Do you recognize these as being the stakes that you reflected?

A That is correct, yes.

29 Now over on the corner of the parcel #1 and #2, which would be the five acres that Albert Listman got from his family, do you know where you are now?

A Yes sir.

30 Now from point #6 to point #7 would be the point that would be on the Shiroky-Curran tract?

A That is right.

31 He showed you this point?

A Yes sir.

32 All right now proceeding from this point number 7 down to point #8, this would be the point from the Shiroky tract going down the Curran line running from east to west back to Jumpers Hole Road?

A Right.

33 Did he show you these lines?

A Yes sir.

34 And we are now back to Jumpers Hole Road?

84

A That is right.

35 This is somewhere in the area of the saw mill, is that oorrect?

A That is correct.

36 Then from point #7 -- po int #8, I am sorry, point #8 on back through to pdnt #3, did he show you those lines?

A That is correct, yes.

37 What line is that?

A That is the Jumpers Hole line.

38 It follows the Jumpers Hole Road?

A That is right.

39 It is along the edge of the road?

A That is correct.

40 From Point #8 back to Point #3?

A That is correct.

41 Now did you correlate the points that he showed you with this plat?

A Yes sir, I did.

42 Did they prove to be correct?

A That is correct.

43 Did you conclude from what he had showed you that he knew where the lines were?

A That is correct, yes.

44 Now Mr. Clark, in examining this plat, Exhibit #6, can you testify that the stakes you have referred to here were there previously or were they put in by the person who made this present survey?

A They were there previously.

45 Are there any exceptions?

A None that I know of. They are pipes.

46 Well, what about this line that encloses the first release?

A Well, the line that reflects here is the survey made after the tenative sale of this property was made showing the first release that the purchaser would obtain from the sellers.

47 In other words, then the pipes surrounding this first release within the boundary of the outlines were placed there by --

MR. MALESTER: There are no pipes on it.

WITNESS: There is no pipes within this area that reflects this first release. It is just strictly a survey line.

(MR. COLLINS)

48 But you do state that the pipes that you found on your examination with Mr. George Shriver are the same as reflect on this survey?

A That is correct.

49 Pipes and stones?

A That is correct.

50 Mr. Clark, to the best of your knowledge and belief, were the markers that were shown to you by Mr. George Shriver are approximately the same as reflected on this?

A Yes, that is correct.

51 To the best of your knowledge and belief?

A To the best of my knowledge and belief.

52 Now the surveyor could have added a stake -- could have added a pipe here or there but generally the outline on this survey, Exhibit #6, is the same or practically the same as Mr. George

Shriver showed you?

A That is correct, yes.

(MR. MALESTER CROSS-EXAMINATION)

1 Mr. Clark, have you had an occasion to speak to Alfred Alder and/or Henry and Ann Meyer, adjoining land owners?

A I talked to Mr. Alder.

2 When was that, sir?

A This was shortly after I had listed the Shriver tract because I was trying to tie in all of that property together.

3 When did you list the Shriver tract?

A June 22, 1964.

4 And sometime immediately after June 1964, you did talk to Alfred Alder?

A That is correct.

5 And does his property adjoin a portion of the Shriver tract?

A That is right.

6 Did you actually visit the Alder site?

A Yes, I did.

7 Homesite?

A Yes, I did.

8 And did you have a discussion with Mr. Alder in respect to the Shriver property line?

A No, I did not ask him anything about the property line. All I asked him if he joined property with the Shrivers and he said yes.

9 Did he mention any disputes, a boundary dispute?

A No, he did not.

10 Well, did he discuss with you the cutting of trees by Shriver?

A No, he didn't.

11 On the rear of his property?

A No, he didn't.

12 Now from your conversation with Mr. Alder, did Mr. Alder in any way indicate to you that he was recognizing the Shriver ownership?

A That is correct.

13 Of the property adjoining his?

A That is correct.

14 He did, in fact, recognize that?

A Yes.

15 He recognized the Shrivers as the true owners of the property adjoining his -- that he adjoined?

A Right, that is correct.

MR. MALESTER: I have no other questions.

(MR. COLLINS REDIRECT EXAMINATION)

1 Mr. Clark, did you post a sign on this property?

A Yes, I did.

2 A "For Sale" sign?

A Posted a "For Sale" sign on the property approximately three days after the 22nd of June. And then on November 18, 1964 a rezoning sign was erected on the property and I also went there and saw that the sign was in proper location.

3 Do you have any knowledge of anyone calling your company, your organization or you, personally, questioning the sale of this property as far as ownership of the Shrivers are concerned?

A No sir.

4 Did you do any of the work on the rezoning?

A No, I did not personally. All I did was went down and saw that the signs were erected in the proper place so there wouldn't be any dispute so far as zoning was concerned at a later date.

(MR. MALESTER RE-CROSS EXAMINATION)

1 Mr. Clark, I understand that you were present when the percolation test was made on the property?

A That is correct.

2 And who was the engineer?

A John Harms & Associates.

3 Do you knowwho engaged him?

A No, I don't. I think -- in other words, the contract of sale reflected that the property was sold subject to percolation test by District Investment. Now I am not sure if they obtained him or who retained him.

4 But the tests were made?

A The tests were made.

5 In connection with the zoning, you have personal knowedge that the property was posted for rezoning?

A That is correct, yes sir.

6 Whether an order of publication -- do you know whether an order of publication and advertisement appeared in a newspaper of general circulation?

A That is correct. I can state this. At the time I listed the property, the property was zoned agricultural. And it was sold subject to zoning.

7 I just wanted to point out that rezoning was widely advertised?

A That is right. It was widely advertised. And, as I stated

previously, I went there and saw that the rezoning sign was properly placed in the right place on the property so that it could be seen. So that there would be no question.

8 Were you present at the public hearing on the rezoning?

A No, I was not. I saw it in the County paper and the Maryland Gazette.

9 Do you know whether anyone appeared at that public hearing to protest the right of the Shrivers to rezone the property?

A Not to my knowledge.

MR. ROUSE: It can be agreed that at the hearing no one appeared and questioned the right of the Shrivers to obtain rezoning of this property.

(MR. MALESTER)

10 The only pipes that you saw/on the property when you made that first physical inspection in June of '64?

A That is correct.

11 And that was prior to the contract of sale which has been referred to as Exhibit #1?

A That is correct.

12 I am not asking you if you could tell how long the iron pipes have been in the ground. But/it appear to you that they had been there for sometime?

A Yes, they appeared they had been there for sometime because the pipes that were in the ground were very rusty.

MR. MALESTER: No further questions.

MR. COLLINS: No further questions.

QUESTION BY THE EXAMINER:

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

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

Answer Not

Signature [signature]

CHARLES SHRIVER, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 State your name and address?

A Charles Shriver.

2 And your address?

A Severna Park, Box 408, Rt. #2.

3 And you live on Jumpers Hole Road?

A Jumpers Hole Road.

4 Now Mr. Shriver, I show you a deed for identification. It is Examiner's Exhibit #3. Do you recognize this deed?

A Yes, I recognize it.

5 And would you identify it for the record, please? It is the deed to your property or a copy of the deed to your property?

A Yes.

6 Now on this deed it states that your name is spelled -- it reflects your name as being spelled S-c-h-r-i-b-e-r. What is the correct spelling of your name?

A S-h-r-i-v-e-r is correct.

7 Spell your name correctly for the record.

A S-h-r-i-v-e-r.

8 But you consider that Charles Schrieber and the correct way of spelling it is one in the same person, is that right? It is you?

A It is me.

9 This suit reflects that you got the property the 25th day of February, 1937, is that correct?

A That is correct.

MR. ROUSE: From the County Commissioners?

And it was from the County Commissioners of Anne Arundel County, is that correct?

A That is correct.

Now I show youthis plat, which is listed as Exhibit #6, do you recognize this plat?

A I can't see it or nothing.

Do you recognize it?

A Yeah, I recognize it.

And is it a plat of the property you own on Jumpers Hole Road?

A Yes.

Now Mr. Shriver, would you relate for the record, your purchase of this property? How did you get the property?

A I got it through Judge Michaelson.

You got it through Judge Michaelson?

A Um-hum.

In other words, he was your attorney?

A Yes.

And he prepared the deed for you and all?

A Yes, he prepared it.

Now how much acreage was covered in this deed?

A Eighty-eight acres.

And when did you purchase this eighty-eight acres and when did Judge Michaelson prepare the deed for you?

A February 1937.

And you paid him for preparing the deed?

A We paid him for preparing the deed.

Now eventually, did you sellany of this eighty-eight acres?

A Sold 10 acres to Listman.

22 And that is the Exhibit number -- now is this the deed here, Exhibit #5? Would you identify this signature at the bottom, the two signatures. One, Charles Schrieber and the other, Charles Shriver?

A Yeah.

23 Are they your signatures?

A Yeah, they are mine.

24 And you recognize the deed as the one of transferring the ten acres to Albert L. Listman and his wife?

A That is right.

25 Now Mr. Shriver, when did you first take a look at this property? When did you first walk over the property and see the property?

A That was in '37.

26 In 1937?

A '36 because we bought in February of '37.

27 You walked over the property first in '36?

A Yeah, it was the last part of '36.

28 Now when you purchased it in February of 1937, did you walk over the property?

A We walked over some of it.

29 Did you know where the lines were at the time you purchased the property?

A We knew where the man showed them, took us down.

30 The man showed you. What do you mean "the man showed you"?

MR. ROUSE: What man was it?

WITNESS: I don't know what the man's name was.

MR. ROUSE: Well, who's office was he from?

MITNESS: Michaelson sent him down.

(MR. COLLINS)

31 Judge Michaelson -- or Mr. Michaelson an attorney?

A Judge Michaelson.

32 Judge Michaelson sent this man down to this property to show you where the lines were?

A That is right.

33 And can you recall that date?

A Well, I don't know right off.

34 Was it before you bought the property or just after?

A It was before we bought it.

35 And you observe in your observation of this plat, which would be number 1, this one here is exhibit 2 and this one would be exhibit 6. Can you recognize this as the lines of the property? Do you need glasses or can you see? Do you want to take it up and take a look at it?

A No, I can't see too--

36 Are they your neighbors and you own this property in here?

A Yeah, right around in here.

37 All right, now when did you first do work on the property after you purchased it in February of 37?

A We went right to work in there cutting right away.

38 You went to work in there cutting right away, cutting what?

A Cutting firewood and timber.

39 Now did you own a saw mill at this time?

A Yeah, we had a saw mill.

40 Where was the saw mill located at this time?

A On the place down there.

41 Was it near Jumpers Hole Road?

A It was right on Jumpers Hole Road.

42 When did the saw mill -- when was the saw mill first moved on this property? When did you first have a saw mill on this property?

A It was around '34, -- '44, I believe.

43 In 1944. Now when did you first start building a building or buildings on the property?

A 1940.

44 Now what building did you build first?

A Built that small one back of the big one.

45 Were you living in the small one?

A Yeah, we lived in the small one.

46 Now later on did you start building the house you now live in?

A It took us about five years to build it.

47 When did you start on it, if you can recall?

A In '41 or '42.

48 Did you get a building permit?

A Yeah, we got a building permit. It was either in '40 -- it was in '40 when we first moved on the place there after we bought it.

49 Now you built the small house first, the outhouse. And you lived in that and started on the big house?

A Yeah.

50 Now where did you get the lumber and materials to build the big house?

A We got it off the place.

51 You cut the timber off of this property?

A Off this property.

52 Where on the property? Where did you first start clearing off?

A In the front along Jumpers Hole Road.

53 In the front along Jumpers Hole Road?

A Uh-huh.

54 And you cleared that off and then you moved from then on throughout the rest of the property?

A Uh-huh. We were cleaning off around 12 or 14 acres, I guess.

55 Did you do any farming or anything on that 12 or 14 acres?

A We farmed there about 10 years of more after we got the place cleaned up.

56 After you got it cleaned up you started farming?

A We started farming.

57 Did you not state that you started farming about 10 years after you got it?

A It was around 10 years.

58 All right, now did any of your family go in the Army during War II?

A One, half-brother.

59 Which one was that?

A Will.

60 When did Will go in the Army?

A In '42.

61 You heard Mr. Conrad Listman's testimony about him going down to the train. Him seeing him down there, Will going away to the Army, do you recall that?

A Yeah.

62 Had you started working on the property at that time?

A We were working down there.

63 Had you built the little back house at that time?

A Yeah, we had that built and we were working on the other one when he went in the Army.

64 And you were working on the big house when he went in the Army?

A Yeah.

MR. ROUSE: And you were living down there, weren't you?

WITNESS: Yeah, we were living there.

(MR. COLLINS)

65 When did you first start clearing the property?

A In '40 when we first moved on it.

66 When you first moved on it you started clearing it. And how much of the property did you clear over the period of years?

A We cleared around 12 or 14 acres.

67 Now did you farm this property that you cleared?

A Yeah, we farmed it.

68 When did you start farming it?

A Around '49 or '50, I guess.

69 Approximately 10 years after you bought the property?

A Yeah, started clearing off then.

70 All right now on the back end of the property from the 10 or 12 acres that you cleared, did you do any work on the rest of the property?

A. Only cutting wood back there.

71 You cut wood?

A Yeah, we cut wood.

72 Did you sell the wood?

A Yeah, we sold the wood and lumber.

73 And also cut trees for lumber?

A Yeah.

74 And did you use the trees -- sawed them at your own mill?

A Yeah, we sawed it on the property.

75 And you used the trees on this property to build your house with?

A That is right.

76 Did you use it for both the outhouses and thd dwelling house?

A Yeah, we used it for everything, all of the houses.

77 Now did you cut any timber off of the property and sell it?

A Yeah, we sold timber.

78 Are you still cutting timber on the property?

A We ain't cut none since the sale.

79 Since you sold it -- since you signed this contract?

A Yeah, since we signed the contract.

80 But you did cut timber right up until that date?

A Up until that date.

81 Do you still have the saw mill on the property?

A It is still on the property.

82 Do youstill use it?

A We still use it.

83 And do you cut timber for commercial sale?

A That is right.

84 But you have cut timber off of allof the property within these boundary lines the whole time you have had the property?

A That is right.

85 And you state that the last time you cut timber off was just before you signed the contract?

A Yes, that was the last we cut it.

86 Now getting to the ten acres in the back on this Exhibit #6, this plat, do you know this parcel #1 here? Can you identify that? Wouldn't that be the Albert Listman property?

A Yeah.

87 And this parcel #2 is this the ten acres that you sold to Mr. Listman?

A Yeah.

88 Have you paid taxes on this property since 1939?

A Yeah, we paid since we had it.

89 Now do you know where all of the lines were to this property, the boundary lines?

A Yeah, I knew the boundary lines.

90 Did you everput up any signs on the property of "no trespassing" or "no hunting" signs?

A Yeah.

91 Where did you place those signs?

A Had some along the road and some in the back.

92 All right now in reference to this plat here, Exhibit #6, would you point out where you put the signs in accordance with this plat?

A Well, along the back and through the middle and on the front.

93 Would any be up around the saw mill?

A Yeah, some up around the saw mill.

94 And up around the house?

A Yeah, around the house.

95 And this would be on the west portion of the property facing on Jumpers Hole Road?

A That is right.

96 Now what about the along the line between -- the south line between your property and Mr. Adler? Do you remember putting any signs up in there?

A I have had some of them along there.

97 Now going on to the east end of the property, the property where you join the Listman property and join the 10 acres that you sold to Mr. Listman, did you put up any signs back in that area?

A Well, we put some back in there.

98 And how about on the north side of the property up next to Curran, did you put any signs up in there?

A Put some -- scattered them all over.

99 Now can you recall the periods of time or approximately the time when these signs were put up?

A Put some when we first moved there.

100 And did you continue to put them on the property all of the time that you have owned it?

A People wouldn't let them stay there. They would shoot them down.

101 But you kept putting them up?

A We put them up, though.

102 Now did you ever make any report to the police either, state, county or city or sheriff's office of any trespassing on your property or any crimes committed upon your property?

101

A Yeah and they said you had to catch them doing it.

103 Now did you ever make any report to the authorities concerning any trespass upon your property or any theft from your property?

A Yeah, there was one time.

104 When was that?

A I don't know what year it was. It has been a good while ago.

105 Now do you remember when?Will went in the Army, don't you?

A Yeah.

106 Was it before then or after that?

A It was after that.

107 How long after he went in the Army, do you know?

A I couldn't say right off hand.

MR. ROUSE: While he was still in the Army?

WITNESS: He stayed in three months.

(MR. COLLINS)

108 Was it after Will got out?

A Yeah, after he got out.

109 And you did make a complaint to the police concerning what about your property?

A A guy was cutting pulp wood on there. Got the police but he said we had to catch them doing it.

110 Someone had come on and cut some wood and you reported it to the police?

A Yeah. I told them about it and he said you had to catch them carrying it out.

111 But now you did report a theft to the police, do you remember to whom it was reported to?

A I think it was Whitney Johnson.

112 And he is -- was a deputy sheriff or one of the county police or what?

A He is dead. Been dead.

113 Can you recall where this wood was cut at the time you made the report? Where was it cut from?

A They was cutting in the back.

114 Cutting in the back next to Listman property?

A Next to Listman about middle ways through the woods.

115 Now how did you find out someone had been back on the property cutting?

A I heard them, I guess, heard them chopping.

116 Now have you ever heard of this property -- has anyone ever referred of this property to you as being the Leimbach property?

A Yeah.

117 You have heard it referred to as the old Leimbach property?

A Yeah.

118 Did you know the Leimbachs?

A I never knowed them.

119 Are you any relation of the Leimbachs?

A No.

120 But when you bought the property you considered from then on as yours and not Mr. Leimbachs, did you not?

A That is right.

121 How long haveyou lived in Anne Arundel County and in the State of Maryland, Mr. Shriver?

A Practically all of my life.

122 Where were you living when you purchased this property?

A Over on Brandon Shores.

123 And what type of work were you doing at this time?

A We were farming.

124 Did you ever live on the Eastern Shore?

A Yeah.

125 You came from the Eastern Shore to Anne Arundel County, didn't you?

A That is right.

126 How old were you when you came here, do you recall?

A About 16, I guess.

127 But you have lived in Anne Arundel County since you were 16?

A Yes.

128 How old are you now?

A '52 or '53. I was born in 1912.

MR. ROUSE: Are you married,Mr. Shriver?

WITNESS: No, I am not.

(MR. COLLINS)

129 Now you state that you are the same age as Mr. Rouse andhow old are you, Mr. Rouse?

MR. ROUSE: 52.

(MR. COLLINS)

130 Mr. Shriver, how far did you go in school?

A I didn't go very far, about the fourth. Passed out of the fourth grade.

131 You went to the fourth grade?

A Yeah, passed out of the fourth grade.

MR. ROUSE: Are you married?

WITNESS: No.

(MR. COLLINS)

132 Do you have any brothers?

A George and Will are half-brothers and two sisters.

133 You all work this property together, is this correct? You and George and Will?

A Yeah, me and George and Will.

134 And you heard Mr. Clark's testimony that your brother, George, went around and showed him the lines of the property, is that correct?

A That is correct.

135 And he would be acting in your behalf and the family behalf, is that correct?

A That is correct.

136 Now do you have any personal knowledge of anyone ever questioning your title to this property? Have you ever received any letters or phone calls or anything concerning your not having title to this property?

A No.

137 Did all of the neighbors consider you having the ownership of this property?

A The neighbors, they all knew.

138 They recognized you as the owner?

A Yeah, they recognized us.

139 And it is your contention that you do own all of the property within the lines -- the boundary lines of this plat which we have marked Exhibit #2 and #6?

A Yes.

140 You are generally referred to as "Dick", isn't that correct?

Isn't Dick your nickname?

A Yes, it is my nickname.

141 Dick, when you bought this property did you pay cash or check?

A Paid cash.

142 Who did you give the money to, can you recall?

A I believe I gave it to Michaelson or who we gave it to now. Will, he was the one that paid.

143 But you did pay for the property in cash?

A Yeah, we paid cash for it.

144 Now since you have lived on this property from 1940 on has any of the members of the family lived there with you? Who has lived there with you?

A My sister, Elizabeth, she has been there.

145 How about George?

A George and Will.

146 And your mother?

A And my mother.

147 And you?

A And me and Frank he is there.

148 Your nephew is there?

A Yeah, my nephew.

149 So that you have all occupied this property together since 1940?

A Yeah, since 1940.

150 Dick, do you remember when you got the first tax bill on this property?

A It was in '38, I believe.

151 Do you remember when you got the first tax bill for any improvements on the property and the house or anything?

A Used to get them every year, I don't know.

152 Do you recall your attorney, Mr. Siskind, making a search of the records and finding that the assessment on the house was made in December of 1943, do you remember Mr. Siskind telling you that?

MR. ROUSE: Is there any dispute about this?

MR. COLLINS: No, I want to set it up so that we can stipulate to it.

MR. ROUSE: Then it is stipulated by counsel that this statement of Mr. Wilkerson, Asst. Supervisor of Assessments, is correct as shown by his records.

MR. MALESTER: Yes.

MR. COLLINS: Yes.

(STATEMENT OF ELDRIDGE S. WILKERSON FILED AS EXAMINER'S EXHIBIT #7)

(MR. COLLINS)

153 You say you did get a building permit for the property?

A Yeah, we got one.

154 Do you remember what year it was?

A It was in '40, 1940.

155 What did you pay for the building permit, if you recall?

A $5.00.

(MR. MALESTER CROSS-EXAMINATION)

1 Mr. Shriver, do you know Alfred Alder?

A I don't know him.

2 You don't know him?

A I don't know him.

3 Do you know Henry Meyer?

A I don't even know him.

MR. MALESTER: Strike those first two questions on knowing the people.

4 Mr. Shriver, is there anything -- if I were to go visit your property and were to look on the ground between your property and the Listman property, is there anything on the ground that would show me where the Listman property began and your property ended? Is there any path or any marking on the ground at all?

A There is a road that goes back through the middle.

5 There is a road?

A There is a road that goes through where we haul logs at.

6 Who put that road in?

A It was in there when we moved there.

7 And you have used that road?

A Yeah, we used it.

8 As a means of getting from one part of your property to another?

A Yeah.

9 Is that right?

A Yeah, that is right.

10 More of a path within your property?

A Yeah, you can walk through it. It is sort of a walk way. We used to walk through.

11 Now Mr. Shriver, is there way that you can tell when you have left your property and entered upon the Listman property as you are walking along through your property?

A Yeah.

12 How can you tell that you have left your property and entered on the Listman property?

A Fall down in the sand pit there if you walk in further.

13 You say there is a sand pit there?

A Yeah, he has been digging dirt out of there and sand.

14 Are there any markings, any pipe or stone markings on the ground showing the property lines?

A Yeah, there are some stones.

15 Do you recall seeing any pipes along the ground marking off the boundary lines?

A Up on the front part but I ain't seen none on the back. I can go all the way back without too much notice. Just back in there when we were cutting wood.

16 As I understand from what you said before, thatyou have cut from time to time on various portions of the property, not just in the front, but in the back, along the side property lines? You have been all over the property and from time to time you have cut various?

A Yeah, we have been all over cutting.

17 Prior to this sale of the property during the years since you bought it in 1937, has anyone else ever talked to you about buying part of the property?

A There has been a many a one trying to buy but we wouldn't sell.

18 There have been a number of people over the years that have come to you as the owner of the property to discuss buying all or a portion of it, is that correct?

A That is correct.

19 Now Mr. Shriver, you have heard us speak today of the Weidemeyer

mortgage?

A Yes.

20 It was later assigned to Conrad Listman. Do you know that? Are you familiar with that mortgage?

A Yes, I am familiar with it.

21 Did you ever have any other mortgage on the property?

A Only the one to Weidemeyer.

22 Mr. Shriver, do you recall a mortgage, just before you bought, the house, do you recall giving a mortgage to help raise money to build the house?

A Yeah.

23 When was that?

A '40 or -- around '42 something like that.

24 Around 1942 you recall giving a mortgage on your property?

A Yeah.

25 And that was to raise money to build a house?

A Yeah.

26 And who did you give that mortgage to?

A Gave it to Weidemeyer.

27 And that is the same Weidemeyer that you later gave in 1957 a mortgage on the property?

A Well, Riggins took it.

28 Riggins took it. Then you did give Mr. Weidemeyer two mortgages one in 1942, is that right, and then another in 1947?

A I only remember getting one mortgage.

MR. COLLINS: Reserve leave to file the first mortgage, certified copy of the first mortgage and the release with

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that mortgage.

MR. MALESTER: Let the record show here that the mortgage that we have here, Exhibit #4, indicates that on the original mortgage there was a statement for taxing purposes that this was an increase over an existing mortgage of, apparently, $1700. There is the following statement on the mortgage:"stamps required on $1100.00 only being amount of increase of loan over prior mortgage".

MR. COLLINS: And the exhibit will reflect what the score was.

MR. MALESTER: I have no other questions.

MR. COLLINS: No other questions.

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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 Charles Shriver

GEORGE SHRIVER, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 State your name and address, George?

A George Shriver.

2 And your address is the same as Charles?

A Yes.

3 You refer to him as "Dick", is this correct?

A Yeah.

4 What relation are you and Dick?

A Half-brother.

5 George, how old are you, sir?

A Be 76 the 7th day of December.

6 George, how far did you go in school?

A None.

7 You didn't go to school at all?

A No.

8 Now you have heard all of the testimony here today?

A Yeah.

9 And you have heard Dick testify that this Exhibit #3, this deed where Dick purchased the property in 1937 from the County Commissioners, do you recognize this?

A Yeah.

10 Now I show you the plat of the property. Now we have one of them marked Exhibit #2 and one Exhibit #6. Now do you recognize this plat?

A It looks something like the one.

11 Now do you recognize this?

A Yeah, all down the south line every 200 feet is a pipe it was in there sometime ago.

12 Now do you remember when this property was purchased, George?

A No.

13 Was it about 1937?

A Somewheres in there.

14 Was the date February 25, 1937?

A Yeah.

15 Now who purchased the property for Charles? Who did he purchase the property through?

A Mr. Michaelson.

16 Did you know where the property lines were or did Charles know where the lines were at the time he purchased the property?

A Yeah, Mr. Michaelson sent a man out and we walked all around.

17 And he showed you were the property lines were?

A Supposed to be, that is all I know.

MR. SISKIND: Did he show you stones andpipes, Mr. Shriver?

WITNESS: Showed stones on the southeast corner, that was all marked.

(MR. COLLINS)

18 Now when did you first start working onthe property, George?

A Oh, a couple of months after it was paid for.

19 After you paid for it?

A A couple of months after.

20 Did you clear any of the land at all?

A I had hogs. I had seven or eight hogs.

21 You had hogs on the property soon as-- after you bought it?

A After we bought it, got to living over there, we had hogs.

22 When did you start living on it, George?

A I don't remember what year.

23 Was it soon after you bought?

A A couple of three years.

24 Do you remember when Will went into the Army?

A Yeah.

25 Were you living on it at that time in '42?

A Yes, moved that summer.

26 And were you living in the big house or the little house, out house?

A Just had the frame work started on the big one.

27 And you were living in the little outhouse that people have testified to?

A Yeah.

28 Now when did you move the saw mill on George?

A About a year later.

29 Now do you remember when Dick got the building permit?

A Yeah, I remember that.

30 How much did he pay for it, do you recall?

A $6.00.

31 Got it from who?

A Judge Everett in Greenhaven was the building inspector at that time.

32 What year was that?

A I don't remember what year it was.

33 It was soon after you moved on there and before Will went into the Army?

A Yeah, it was before because we was cutting lumber.

34 You were cutting lumber for Judge Everd?

A Yeah. We were selling a lot and he bought.

35 George, did you cut the time off of the place to build these buildings on the property with?

A All the rought lumber, yeah.

36 Now you heard Dick testify that you cut lumber on and off this property in wood and sold it and cut some of the lumber to build a house with, is that correct?

A Yeah.

37 And you heard Dick testify that he cut timber off of there right up until the time he signed this contract, is that correct?

A Yeah.

38 Are you still operating the saw mill on this property?

A Yeah.

39 Now you heard Mr. Clark testify that you took him around and showed him these stakes on this property, is that correct, and pipes?

A Pipes and stones both.

40 And you heard me examine Mr. Clark point for point through the Number 3 on the southwest corner of the property facing on Jumpers Hole Road and going down the south line to point number 4?

A Yeah.

41 And then on over to point number 5 and over to point number 6, 7,8 and back to 3?

A Yeah.

42 You showed him all of these stakes and all of these pipes and stones?

A Grass has grown up right in that one corner, there is three of them, stones, that is supposed to be the corner forming.

43 All right, now do you remember when Albert Listman bought this ten acres?

A Yeah.

44 Now was anything unusual about his purchase on that?

A Not as I know of.

45 Who surveyed it for him, can you recall?

A I don't remember.

46 Who went back and showed the surveyor where the stakes were, if anyone did, that you know of?

A I guess Mr. Listman showed him because he bought it and he knows where the line was.

47 Did you know where the lines were, too?

A Yeah, I had seen it.

48 Now did you ever have any discussion with any of your neighbors coneerning the lines of this property?

A Only once and that was cut an oak tree down on Jumper Hole Road and Voight said he was cutting on him. He had his'n surveyed out.

49 Thequestion was, did you ever have any discussion with any of your neighbors concerning these property lines of your property?

A Yes, just this one.

50 All right, this one, who?

A Voight.

51 Mr. Voight. And was this on this south line?

A On the south line.

52 What did he do purchase the property from Alder?

A Mr. Mewshaw owned it when we first bought the place.

MR. SISKIND: How long ago was that?

WITNESS: Oh, that has been a long time.

(MR. COLLINS)

53 Now you had a discussion with Mr. Voight who was the adjoining property owner on the south line to you?

A Yeah.

54 What discussion did you have with him?

A He just said I cut a tree and he was going to charge so much for it. We were three hundred feet away.

55 You cut a tree down on your property and he claimed you were on him?

A Yeah.

56 Did you later prove that you were not on him but on your own property?

A Yeah, he proved it himself. He went and had it surveyed and found where it was at.

57 And was it this south line here?

A Yeah.

58 And when his survey was run did he come out to where you showed him the line was?

A Down below and then put a pipe in all the way down every 200 feet. But when the survey was made at the time, we was way up here and this was down here.

59 Now let me ask you the question, after you had the discussion with Mr. Voight concerning this property line he had it surveyed?

A He had it surveyed.

60 Now when he had it surveyed, did his surveyor's line come out just where you showed him it was?

A Yeah.

61 Can you recall when you cut this tree down?

A Oh, I don't know. A long time ago.

62 Was it after the war was over?

A About right when the war was going on.

63 Do you know who surveyed this for Mr. Voight?

A No, I don't.

64 Did you discuss anything with the surveyors at that time?

A Yeah, I went out and had them cut the line out.

65 You went out with Mr. Voight's surveyors and helped them cut the line out?

A Yeah.

66 But that was sometime during the war?

A Yeah. Made a miscount and got up here 200 feet and then they got back into the line.

MR. ROUSE: You showed them the stones, didn't you?

WITNESS: Yeah, they found the stones.

(MR. COLLINS)

67 And their lines worked out just where you showed them was correct?

A Yeah.

68 George, now you showed them where these stones were?

A Yeah.

69 And you testified that Mr. Voight's surveyor put pipes every

two hundred feet, is that correct?

A Yeah.

70 Now are those stones and pipes still there?

A Stones are up on that end but there ain't nothing down here except Jumpers Hole Road. The tree with a hole bored and it goes right through the middle of it.

71 And the pipes are still there?

A Yeah, every two hundred feet.

72 Now what about when Mr. Harms, the surveyor who made this plat, did you show him any of the lines?

A No, I didn't know he was on the place.

73 Do you know who showed him where the lines were?

A No, I don't remember who showed him.

74 But these lines reflect --

A I notice he went down the same place, the old lines, because I could see his flag sticking up.

75 And --

MR. ROUSE: And they are the same as the original line when you acquired the property is that right?

WITNESS: That is right.

(MR. COLLINS)

76 Now what about on this north line, did you ever have any discussion with Mr. Curran or any persons on the north line?

A No. We was all over there by ourselves. Nobody bothered or nothing.

MR. SISKIND: And how long have you been living on the property, Mr. Shriver?

WITNESS: I have been there a good while.

(MR. COLLINS)

77 Have you been there the same length of time that your brother, Charles, has been there?

A Yeah, same length.

78 You have all been together during this whole period of time?

A Yeah.

79 Now when you first bought the property, didyou consider having a survey made of it atthat time?

A We were and then the war broke out and the surveyors all got busy.

80 Did you have a surveyor out there with you and go all over the property with him?

A Yeah, he had a plat of the place and was going to survey it.

81 Whowas he, do you recall?

A Yeah, it was Hicks and somebody.

82 Mr. Jimmy Hicks, the County surveyor, -- who is presently the County surveyor?

A Yeah and some other young fellow.

83 And he had a plat of the property and he was going to make a survey of it?

A Yeah, we walked over it and found the stone markers.

84 Did you walk throughout the property with Mr. Hicks?

A Yeah.

85 Do you recall when your brother was going to sell 10 acres to Mr. Listman on the back part, how he decided to cut the line as he did? In other words, you say that you went out with the surveyor here?

A Listman was supposed to get that straight.

86 In other words, your brother had planned to sell him a straight line down there?

A That is right.

87 But you were only going to sell him 10 acres, is that the idea?

A Yeah. He was only supposed to take 10 acres.

88 And this is the way they cut the line out, is that the idea, as it is shown on this plat?

A That is the way it is marked. (Parcel #2 on Exhibit #6)

89 Now do you recall the posting of this property by your brother and yourself?

A Oh yes. Put up a notice every year.

90 Have you been posting the property since you have been living with your brother?

A Yes, still posted on it.

91 Now you post "No Hunting"and "No Trespassing" signs?

A Yeah.

92 Do you post throughout the property on the outlines?

A Yes.

MR. COLLINS: Let the record reflect that he pointed to the full outline on Exhibit #6.

93 Do you recall the incident that your brother mentioned where someone was taking timber off the property and he called the police?

A Yeah.

94 Do you recall that incident?

A Yeah.

95 How long ago was that? That was before World War II?

A Yeah.

96 That would make it when, about 1941?

A '41 somewheres in there.

97 Did you report the incident or did your brother?

A My brother reported it.

98 And who did he call?

A The police, Whitney Johnson.

99 And didyou or your brother talk to Whitney Johnson when he came-- did he come to the house?

A He come up but he said we had to catch them at it before we could do anything.

100 Where, exactly, was this timber taken off of the property?

A On the back end there.

101 Where? Where Listman is located or--

A No, way on this side.

102 Well, it is towards the rear of the property?

A Yeah.

103 It is not actually in the area that you are living in and farming now, is it?

A No.

104 It would be towards the rear of the property?

A Yeah, used to go out the back way.

105 How did you know that someone had cut timber there that were not supposed to?

A Went back to cut a tree for myself, had an order for a 8x8 beam and went back to cut it and we seen where somebody else had been in and cut it.

106 Well, your brother stated that he had heard someone back there previously?

A Might heard them. We was working up at -- had a mill up Elvaton and we would go up there and work and they'd come down there and work.

107 Were you aware that prior to your brother's ownership of this property that a Theodore Leimbach had owned this tract of land?

A I heard something about it.

108 Who did you hear it from, the neighbors?

A Neighbors around there.

109 To your knowledge, has your family -- is your family in any way related to the Leimbach family?

A No.

110 Have no relationship to them at all?

A No.

111 No blood relationship?

A No.

MR. SISKIND: Did you orginally come from the Eastern Shore with your brother, Mr. Charles Shriver?

WITNESS: Yeah, Queen Anne's County.

(MR. COLLINS)

112 When was that, do you recall?

A Oh, I don't know sometime in the '30's.

113 Sometime in the '30's?

A Yeah.

114 Now do you recall how long it has been since you have been farming the property?

A I guess about -- it has been 15 or 16 years since I had hogs in there and then cleaned it up and worked it up.

115 About how much land had you cleared?

A Oh, about 10 or 12 acres.

116 In other words, your brother said about 12 to 14?

A Well, it might be a little more.

117 In other words, youare not sure, you are just quessing?

A Yeah.

118 Now have any of the neighbors ever disputed your brother's ownership to this property?

A No.

119 Has anyone ever made daim to this property, to your knowledge?

A No.

120 Have all of the neighbors always recognized you and your brother as the owner of the property?

A Yeah.

MR. SISKIND: To your knowledge, and since you have lived with your brother during the entire period of time that he has owned this property, has he always paid the taxes on this property?

WITNESS: Yes.

MR. SISKIND: Do youknow if anyone has ever approached your brother prior to the contract that we have as Exhibit #1 of this case, to purchase any part of this property and also,

excepting Albert Listman's piece?

WITNESS: No.

MR. SISKIND: You know of no other people who have ever made any offers to purchase any part of the property?

WITNESS: Oh yes.

(MR. COLLINS)

121 George, have you ever had anyone -- any other person besides Mr. Clark and Mr. Listman, approach you or Dick for the purchase of this property?

A Yeah. There was a fellow that come down, a builder from Baltimore. I forget his name now.

122 But you and Dick have been approached several times by different persons to buy a part or all of the property, is this correct?

A Yeah, Kinder wanted to buy a part.

123 And they own the property directly across the road from you, across Jumpers Hole Road.

A Charlie Haackman, he wanted to by some.

(MR. MALESTER CROSS-EXAMINATION)

1 George, just one question. In all of the years that you have lived on the property, has anyone ever questioned your ownership of this property or your brother's ownership of this property?

A Not as I know of.

MR. ROUSE: When didyou start putting the hogs in there?

WITNESS: Right when the war was on andyou couldn't get meat and we started

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getting a few hogs at a time.

MR. ROUSE: And what was the most hogs you ever had on the place?

WITNESS: About 700.

MR. ROUSE: And what kept the hogs from getting away?

WITNESS: We had them fenced in.

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 _____

HIS X MARK

Signature _____

GEORGE SHRIVER

LOUIS SHIROKY, a witness of lawful age, having been duly sworn, deposes and says:

(MR. COLLINS DIRECT EXAMINATION)

1 State your name and address?

A Louis Shiroky.

2 Spell your last name, please?

A S-h-i-r-o-k-y.

3 What is your address, Mr. Shiroky?

A Severna Park, Rt. #2.

4 Do you live on Jumpers Hole Road?

A Yes.

5 How far did-- do you live from Mr. Charles Shriver?

A About two blocks.

6 How long have you known Mr. Shriver?

A About in '41.

7 Do youknow when they moved on the property now in question?

A I would not know. You see, I worked through the County --

8 Were they living on the property when you met them in 1941?

A No, not yet.

9 Was any buildings on this property?

A Yeah, there was a little house there.

10 Was anyone living in that house?

A They wasn't living in there when I went by.

11 But there was this little house on there?

A Yeah.

12 Had they built the house?

A Yeah.

13 Did they have a saw mill on the property?

A Yes.

14 Did you ever see the saw mill?

A Yes.

15 Did you ever work at the saw mill?

A Well, I helped out. You know, what I mean, just gradually.

16 You just helped them out as a neighbor?

A Yeah.

17 Where is the saw mill located on the property?

A On Jumpers Hole Road.

18 Is it onthe north side of the property, south side or east side?

A It would be on the east side.

19 East side of Jumpers Hole Road?

A Yeah.

20 To the north side of the property?

A Yeah.

21 Do you know how long they had the saw mill there?

A No.

22 Can you recall when you first saw the saw mill?

A No, I don't think I could.

23 How long have you been working with the Shrivers?

A Well, I mean, you see, I work around plastering in '39 and I think I come there up to about '43.

24 And they were on the property at that time?

A Yeah.

25 You started helping them out in '43?

A Yes.

26 Now have you helped them out off and on since 1943?

A Yes.

27 Have they been on this property since that time?

A That is right.

28 You have heard them testify that they cut firewood and timber or trees down on this property, is that right? You have knowledge of that?

A Yes.

29 Did you help them cut them?

A Well, I used to pull a saw, one of those cross-cut saws.

30 But you were on the property with them cutting these things down, were you not?

A Yes.

31 How far did they go back on the property, to get these trees and logs?

A Oh, a good ways back.

32 Did they go all the way back to Mr. Listman's property line?

A No, they didn't go back that far. Close to more -- you know what I mean, they didn't go back into --

33 But they were not on Listman's property but on their own property?

A That is right.

34 Do youremember when George had the hogs on there?

A Yeah, I remember when they had the hogs on there.

35 Was that right after you first knew them?

A Well, that was when they got them in '42 or '43, I guess.

36 But you did see the hogs on the property?

A Oh yes.

37 Did you see the property fenced in?

A Yes.

38 Did you know who owned the property prior to their purchase of it?

A Well, I heard the name Leimbach. That is all I knew.

39 But you are their neighbor?

A Yeah.

40 Do youknow the other neighbors around?

A Well, only be the colored people across the road.

41 How about this Mr. John J. Shiroky on the back end?

A That is my brother.

42 And his property joins theirs, does it not?

A Yeah.

43 Now have you any personal knowledge of anyone ever questioning their ownership of this property?

A No, I do not.

44 Did you, yourself, consider them owning this property?

A Yes.

45 And did you consider that they owned all of the property within these boundary lines?

A Yes.

46 Andyou know that they did farm a part of the property? They did have hogs on the property? That they did cut firewood on the property? And they did cut logs on the property?

A Right.

47 And have they cut logs off of the property recently?

A No, not recently since they signed to sell the place.

48 They have not cut anything off of the property since they signed the contract?

A No.

49 But they did, just prior to the signing of the contract?

A That is right.

50 Lou, to clear the record, when did you first -- when did it come to your attention first that Dick and George and Will were living on the property?

A Well, I used to go by when I was working with this fellow in his car plastering. I know it was a little house there but I didn't know whether they lived there or not.

51 But you did see this little house there?

A Yeah but I never went down. You know what I mean.

52 When did you first know that they were actually living on the property?

A It was about '41, I guess, like I said.

MR. SISKIND: Mr. Shiroky, how long have you been living in that general area?

WITNESS: 44 years.

MR. SISKIND: Have you been living in the same place?

WITNESS: Yes.

MR. SISKIND: About two blocks away from this property?

WITNESS: That is right.

MR. SISKIND: Do you know of anyone that ever made any claim of ownership on this property while the Shrivers had it?

WITNESS: No.

MR. SHIROKY: Did you ever see signs of "No tres-

passing, nohunting" posted by the Shrivers on the property?

WITNESS: Yes.

MR. SISKIND: Has it been since you have known them, that they posted these signs?

WITNESS: Yes.

(MR. MALESTER CROSS-EXAMINATION)

1 Mr. Shiroky, in the years that you worked this property or had occasion to go on it, did you ever see stone markings or other markings on the ground showing where the boundary lines were?

A I wouldn't know. I can almost judge where they are but I have never been back there and looked at them.

2 Do you know any of the Shriver neighbors, people who have property right alongside of the Shriver tract?

A Clayton, he died. And a man named Mewshaw, he is dead now.

3 But you knew these people personally?

A Yeah.

4 Did any of these people ever question the boundary lines?

A Well, there was one of them there that Voight. He claimed that they was cutting trees off of his property.

5 Well, what happened with that dispute?

A That worked out. He got it surveyed and they drove pipes down every 200 feet.

6 And do you know if that survey proved that the Shriver property line was correct?

A Yes.

7 It did prove that it was correct?

A Yes.

8 And with that one exception, the other neighbors of the Shrivers accepted the property lines as the Shrivers claimed?

A Yes.

MR. ROUSE: Was it common knowledge in the neighborhood that the property we are talking about, belonged to Charles Shriver?

WITNESS: Yes.

(MR. MALESTER)

9 And then did that opinion of the community, did that go back to 1941 - '42?

A Yeah.

10 And did it remain the opinion of the community that this property was Shrivers all the way up to the present time?

A Yeah.

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 Louis P. Shirosky

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

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

Witness my hand and seal this 11th day of ~~October, 1965~~ January, 1966

John G. Rouse, Jr. Examiner (SEAL)

J. R. $300.00 - per ordering court

C.T. $110.00 Pd.

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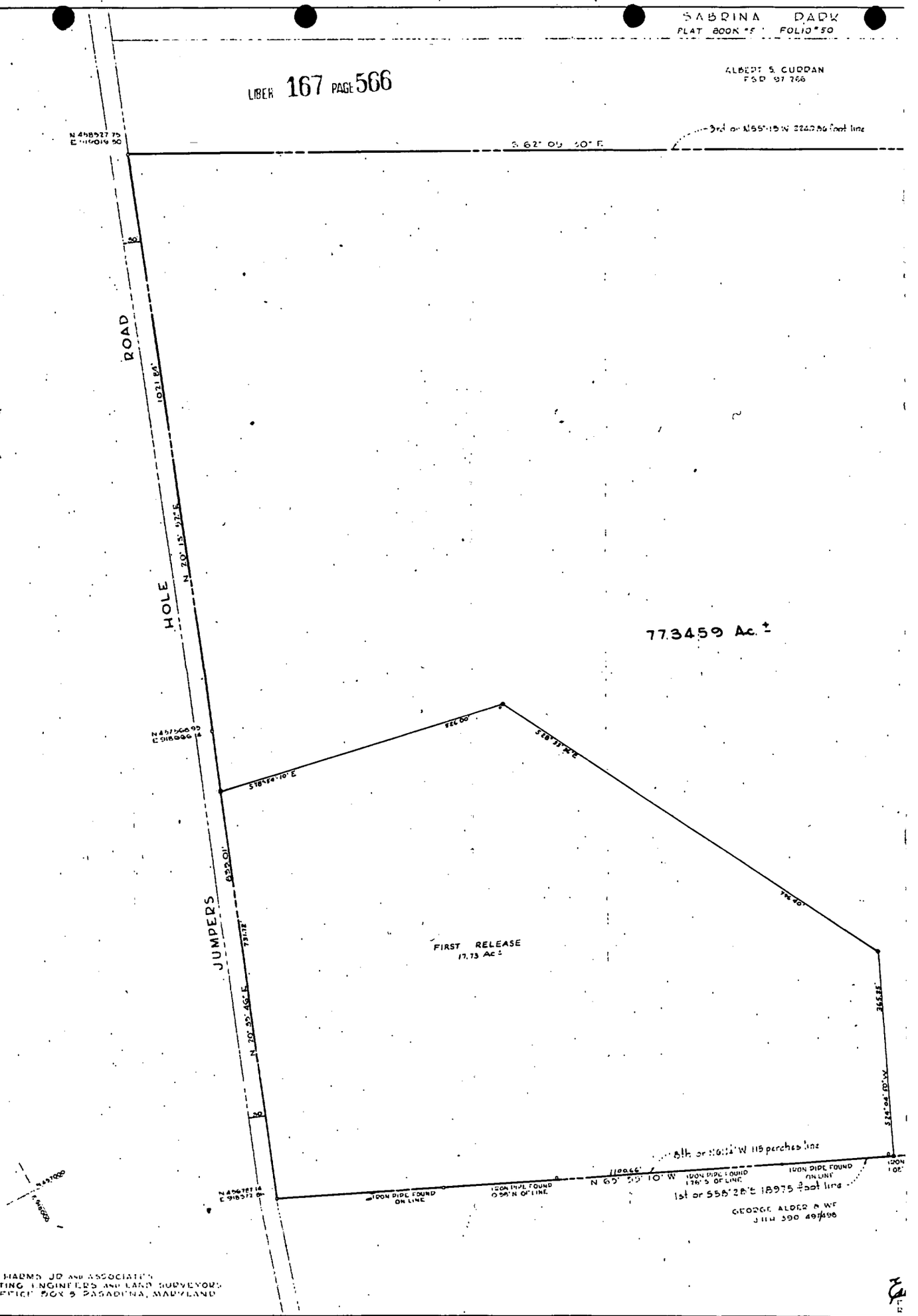
SABRINA PARK
PLAT BOOK #5 FOLIO #50

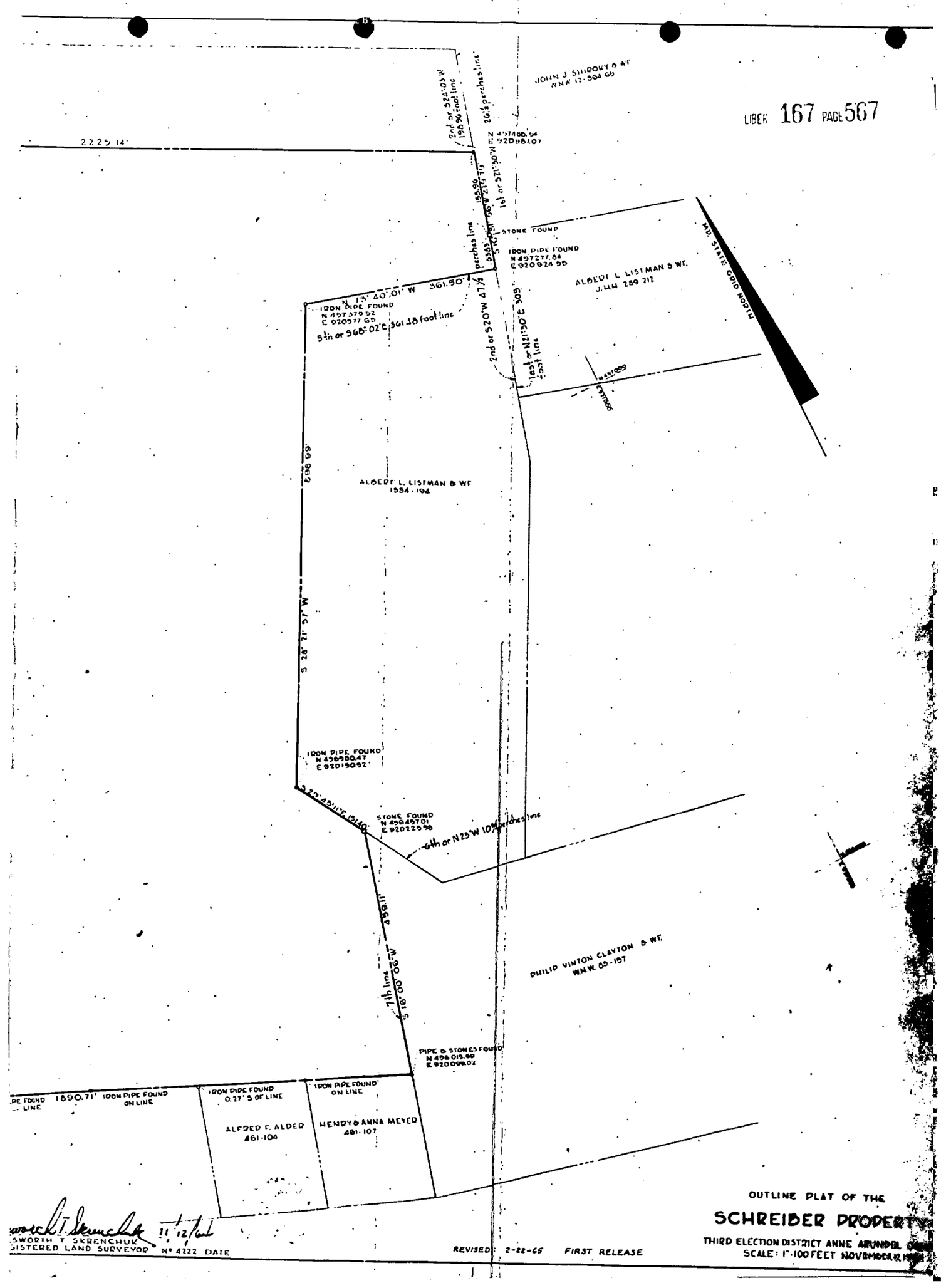
LIBER 167 PAGE 566

ALBERT S. CUDDAN
F&D 97 766



JOHN E. HARMS JR. AND ASSOCIATES
CONSULTING ENGINEERS AND LAND SURVEYORS
POST OFFICE BOX 5 PASADENA, MARYLAND

19.64.4



OUTLINE PLAT OF THE

SCHREIBER PROPERTY

THIRD ELECTION DISTRICT ANNE ARUNDEL

SCALE: 1"=100 FEET NOVEMBER 12

...worth T. Skrenchuk 11/12/64

...SWORTH T. SKRENCHUK
...GISTERED LAND SURVEYOR Nº 4222 DATE

REVISED: 2-22-65 FIRST RELEASE

COMPLAINANT'S EXHIBIT "B"

FILED
1965 MAY 14 PM 3:48

138 + 137

FILED
1966 JAN 11 PM 3:06

LIBER 167 PAGE 568

Examiner's Exhibit No 2
District Investment Corp. v. Schreiber
Equity No 17,210
John S. Rowe L. Examiner

7 A.M. 160 - p. 160

LIBER 167 PAGE 569

(INT. REV. STAMP 50¢)

THIS DEED, made this 25 day of February, 1937, by and between the COUNTY COMMISSIONERS of Anne Arundel County, a body corporate, party of the first part, Grantor, and Charles Schriber, party of the second part, Grantee, both of Anne Arundel County, State of Maryland, Witnesseth:

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid by the said party of the second part to the said party of first part, the receipt whereof is hereby acknowledged, the said party of the first part, does hereby grant and convey unto the said Charles Schriber, his heirs and assigns, in fee simple, all that tract or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, and described as follows:

Ex. Deed to J. L. Russell 6/1/37

BEGINNING for the same in the centre of Jumpers Hole Road at a point South 25 degrees West 9½ perches from an original boundary stone on the West side of said Road and North 57½ degrees West ½ perch from a stone now planted on the East edge of said Road and running from said point across the land conveyed by deed of Petition dated May 13, 1831, to Susan Waller South 57½ degrees East 134 1/3 perches to intersect the fourth line of said Susan Waller's land, where a stone is now planted, thence bounding on the line of said land South 20 degrees West 47½ perches to a stone South 32 degrees West 21 perches to the end of the fifth line of Rachel Linthicum's part of said land obtained under said deed of Petition, thence reverse the line of said land South 32 degrees West 24 perches to a stone, thence North 73½ degrees West 10 perches to a stone, thence North 23 degrees West 10¾ perches to a stone, thence South 19½ degrees West 20½ perches to a stone now planted; thence running across the land conveyed by said deed of Petition to Rachel Linthicum, North 61½ degrees West 115 perches to the centre of the aforementioned road where there is now planted a stone on the East edge of said road, and thence running and bounding on and in said road North 25 degrees East 125½ perches to the place of beginning containing 98 acres of land more or less, saving and excepting therefrom all that tract or parcel of land containing 10 acres of land more or less which was conveyed by Theodore Leimbach to Kate S. Leimbach by deed dated July 21, 1924, and recorded among the land records of Anne Arundel County in Liber W. N. W. No. 95, folio 130, leaving a tract or parcel of land containing 88 acres of land, more or less; being a part of the same tract of land secondly described in a deed from Charles A. Stewart, unmarried, to Theodore Leimbach, dated October 28, 1886, and recorded among the aforesaid Land Records of Anne Arundel County in Liber S. H. No. 29, folio 340; being also a part of the same property referred to in a deed from E. John W. Revell, to the said Theodore Leimbach dated April 19, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W.

No. 82, folio 242; being also the same property which was conveyed to the County Commissioners of Anne Arundel County, a body corporate, by C. Albert Hodges, late Treasurer of Anne Arundel County, by deed of even date herewith and recorded among the aforesaid Land Records prior to the recording of this deed:

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Charles Schriber, his heirs and assigns, in fee simple.

WITNESS the signature of Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

TEST:

H. LINTHICUM
Asst. Clerk
(CORPORATE SEAL)

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 25th day of February, 1937, before me, the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and deed of said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

LINA JOHNSON
NOTARY PUBLIC

RECORDED FEBRUARY 26, 1937 at 3 P.M.

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. 160 folio 160 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 29th day of SEPTEMBER A. D., 196 5

1966 JAN 11 PM 3:06

FILED

Examined & Ex Libr No 3
District Investment Corp v. Schriber
Equity No 17,210
John S. Rowe L Exam

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

LIBER 442 PAGE 540

MORTGAGE FEE—COUNTY—$4.

Stamps required on $1100 only, being amount of increase of loan over prior mortgage. C.M.W.

LIBER 167 PAGE 571

This Mortgage, Made this 17th day of October

in the year nineteen hundred and Forty-seven, by and between, Charles Schriber, single,

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

and Monterey F. W. Weidemeyer, of Baltimore County

Mortgagee, of the second part.

WHEREAS, the party of the first part is justly and bona-fide indebted unto the party of the second part in the full and just sum of Twenty-eight Hundred Dollars ($2800.00), and evidencing said sum of indebtedness the Mortgager has passed unto the said Mortgagee, his promissory note for the aforesaid sum of even date herewith, and payable Fifty Dollars ($50.00) on the 17th day of each succeeding month, with interest at 6% until the full amount of the said indebtedness has been paid. The said Mortgagor to have the privilege of paying off the entire indebtedness at any time before maturity

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

do es grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, all that ------ lot or parcel of ground situate and lying in the 3rd District, Anne Arundel County, aforesaid, and described as follows:

ALL that tract of land situate, lying and being in the Third Election District of Anne Arundel County, containing 88 Acres, more or less, and being the same property which was conveyed by the County Commissioners to the Mortgagor, Charles Schriber, by deed dated February 25, 1937, and recorded ~~and recorded~~ among the land records of Anne Arundel County in Liber F. A. M. 160, folio 160.

Examiner's Exhibit No. 4
District Investment Corp. v. Schreiber Equity No. 17,210

FILED
1966 JAN 11 PM 3:06

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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 said Mortgagee ----------

his ---------- 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 Hundred ------($2800.00)--------- 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, his heirs and assigns ---------- 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-

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gage debt and interest, the said **Mortgagor, for himself** ---------- for **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** ---------- personal representatives or assigns, or **C. Maurice Weidemeyer,** ---------**his** ---------- ~~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 heirs,**----personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of **Fifty($50.00)** ------- 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** -- 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 heirs**--- personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said **Mortgagor** ---------- for **himself, his heirs,** --------personal representatives and assigns, do**es** --~~further~~ covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee , **his heirs,** --personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least **Twenty-eight Hundred** ---------- 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 heirs**---- personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee - personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

William Schriber
WILLIAM SCHRIBER

Charles Schriber (SEAL)
Charles Schriber

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

LIBER 442 PAGE 543

STATE OF MARYLAND, ~~ANNE ARUNDEL~~ Baltimore **** COUNTY, TO WIT: LIBER 167 PAGE 574

I Hereby Certify, that on this 7th day of November in the year nineteen hundred and forty-seven before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles Schriber, single, ----- the Mortgagor named in the aforegoing Mortgage and he ----- acknowledged the aforegoing Mortgage to be his own - act. At the same time also appeared Monterey F. W. Weidemeyer, the within named Mortgagee ----------and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As witness my hand and notarial seal.

Lloyd H. Weidemeyer
Notary Public
Lloyd H. Weidemeyer

Recorded November 12th, 1947 at 3 P.M.

For Value Received and under and by virtue of the authority of the Orphans Court for Baltimore County by order dated the 12th day of April, 1955, we hereby assign all right, title and interest of the Estate of Monterey F.W. Weidemeyer in and to the within Mortgage unto Walter W. Riggins.

Witness:
M. W. [illegible]

C. Maurice [illegible]
[illegible]
[illegible] Executor [illegible]
[illegible]

[illegible]

August 24, 1957

For value received, we hereby assign all right, title and interest in and within mortgage, same being recorded among the Land Records of Anne Arundel County, Liber J. H. H. No. 442, folio 540 unto Conrad C. Listman & Louise Listman, his wife.

Witness:
C. Maurice [illegible]

Walter W. Riggins (seal)

Recorded Aug. 24, 1957 at 11:05 A.M.

STATE OF MARYLAND. ANNE ARUNDEL COUNTY. SCT.

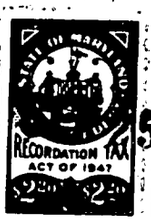
I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber J H H No. 442 folio 540 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 29th day of SEPT. A. D., 1965.

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

FEE-SIMPLE DEED—CODE—City or County—46

[redacted]



LIBER 167 PAGE 575

BOOK 1334 PAGE 194

This Deed, Made this Thirty-first day of July

in the year one thousand nine hundred and fifty-nine, by and between

CHARLES SCHREIBER also known as CHARLES SHRIVER (Unmarried)

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

ALBERT L. LISTMAN and E. EILEEN LISTMAN, his wife

of the second part.

Witnesseth, that in consideration of the sum of five ($5.00) dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said party of the first part

does grant and convey unto the said said parties of the second part as tenants by the entireties, their assigns, the survivor of them and the heirs and assigns of the survivor

heirs and assigns, in fee simple, all parcel of the ground, situate, lying and being in Third Election District, Anne Arundel County State of Maryland, aforesaid, and described as follows, that is to say:—

Beginning for the same at an iron pipe now set at the beginning of the North 73½° West 10 perch line of the whole tract, as described in a deed from County Commissioners of Anne Arundel County, to Charles Schreiber, dated February 25, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. #160, folio 160, and running thence with the said line,as correct for variation, North 73° 36' West 165.00 feet to a stone heretofore set; thence continuing with the outline of the said conveyance and running North 23° 06' West 177.50 feet to a stone heretofore set; thence continuing the same line, and leaving the said outline, and running North 23° 06' West 151.56 feet to an iron pipe; thence running North 34° 42' East 897.81 feet to an iron pipe; thence running South 68° 02' East 361.48 feet to intersect the South 20° West 47½ perch line of the whole tract; thence running with the said line, South 22° 28' West 365.00 feet to a stone heretofore set; thence continuing with the outline of the whole tract as correctly described in a deed recorded among the Land Records of Anne Arundel County in Liber S.H.#29

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folio 340, and running South 34° 22' West 740.12 feet to the place of beginning. Containing 10.0 acres of land, more or less.

Being a part of the property conveyed to Charles Schreiber by deed as hereinabove mentioned, according to a survey and plat prepared by Shives and Wimmer, Registered Engineers and Land Surveyors in June 1959.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part as tenants by the entireties, their assigns, the survivor of them and the heirs and assigns of the survivor

~~heirs and assigns~~ in fee simple.

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

Witness the hand and seal of said grantor

TEST:
George V. Koester
Box 360 RFD
Severna Park Md.
GEORGE V. KOESTER

Charles Schreiber (SEAL)
Charles Schreiber

Charles Shriver (SEAL)
Charles Shriver

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, That on this 31st day of July in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared CHARLES SCHREIBER also known as CHARLES SHRIVER

the above named grantor, and he acknowledged the foregoing Deed to be his act.

As Witness my hand and Notarial Seal.

George V. Koester
Box 360 RFD
Severna Park Md.
Notary Public.

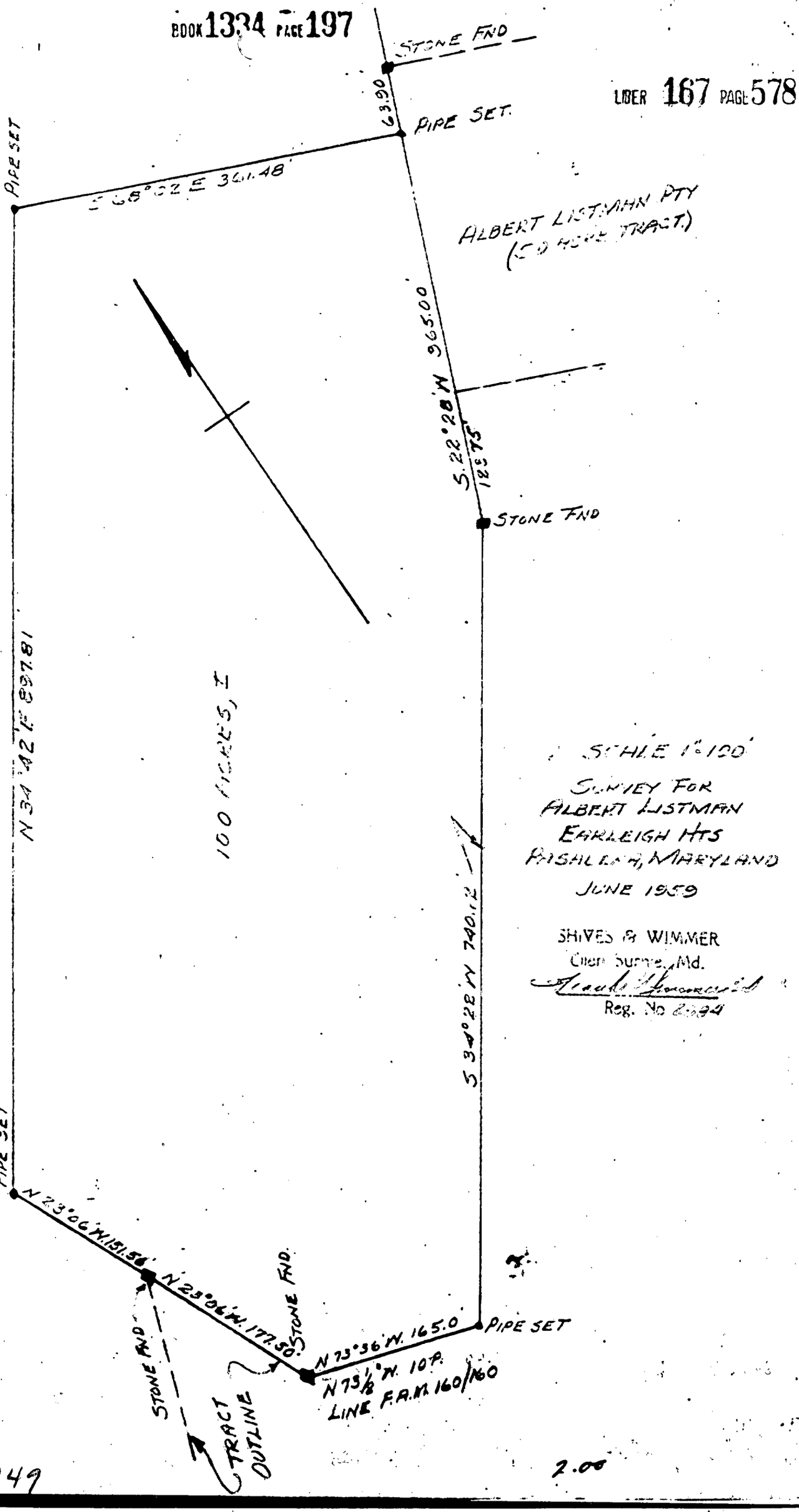
GEORGE V. KOESTER

Rec'd for record Sept 25 1959, at 11:40 AM.
Mailed to I. Benjamin Weston
See plat on following page
8.00

148

BOOK 1334 PAGE 197

LIBER 167 PAGE 578



149

2.00

LIBER 167 PAGE 579

STATE OF MARYLAND. ANNE ARUNDEL COUNTY, SCT.

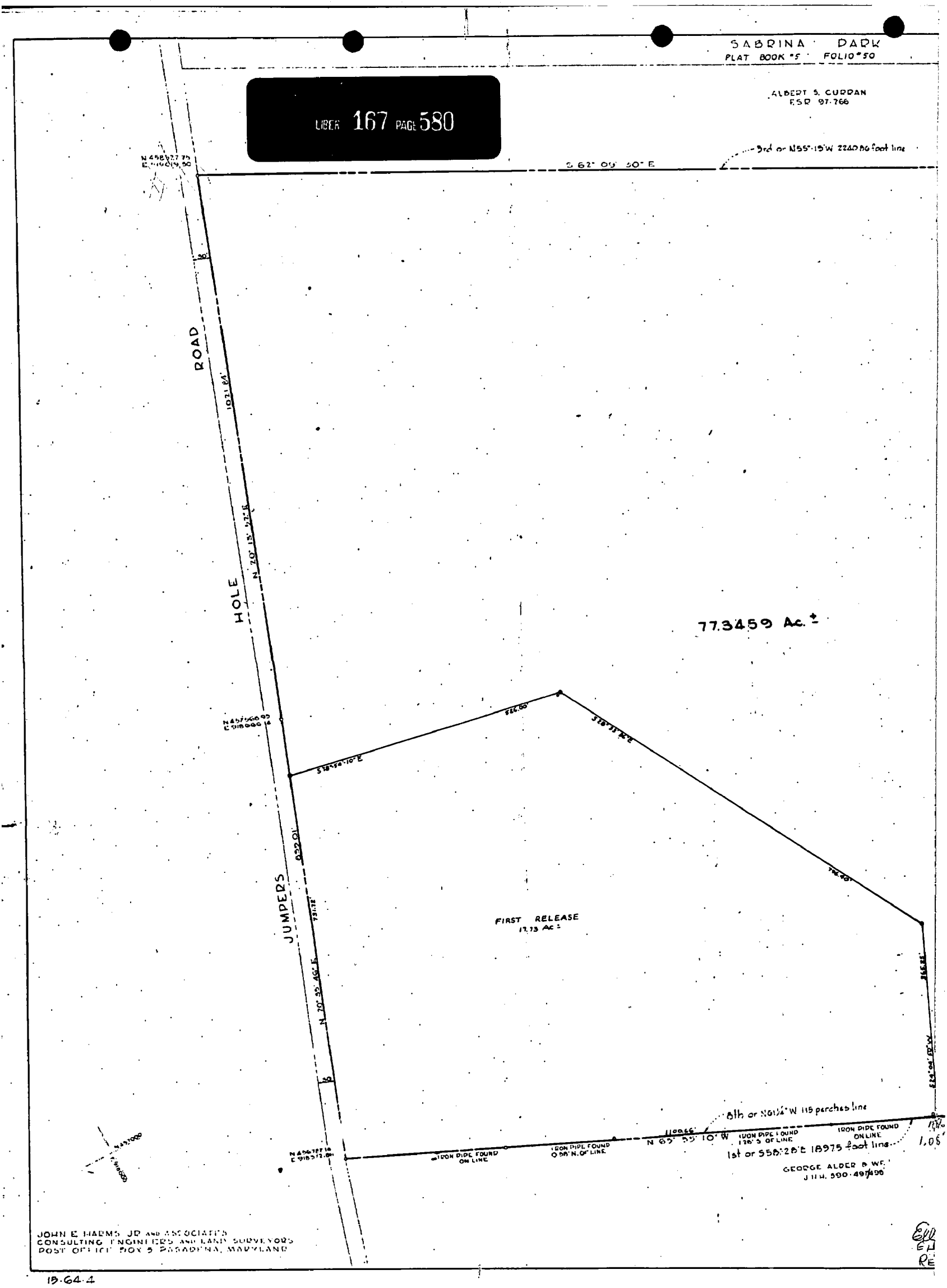
I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber G T C No 1334 folio 194, one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 29th day of SEPTEMBER A. D., 1965.

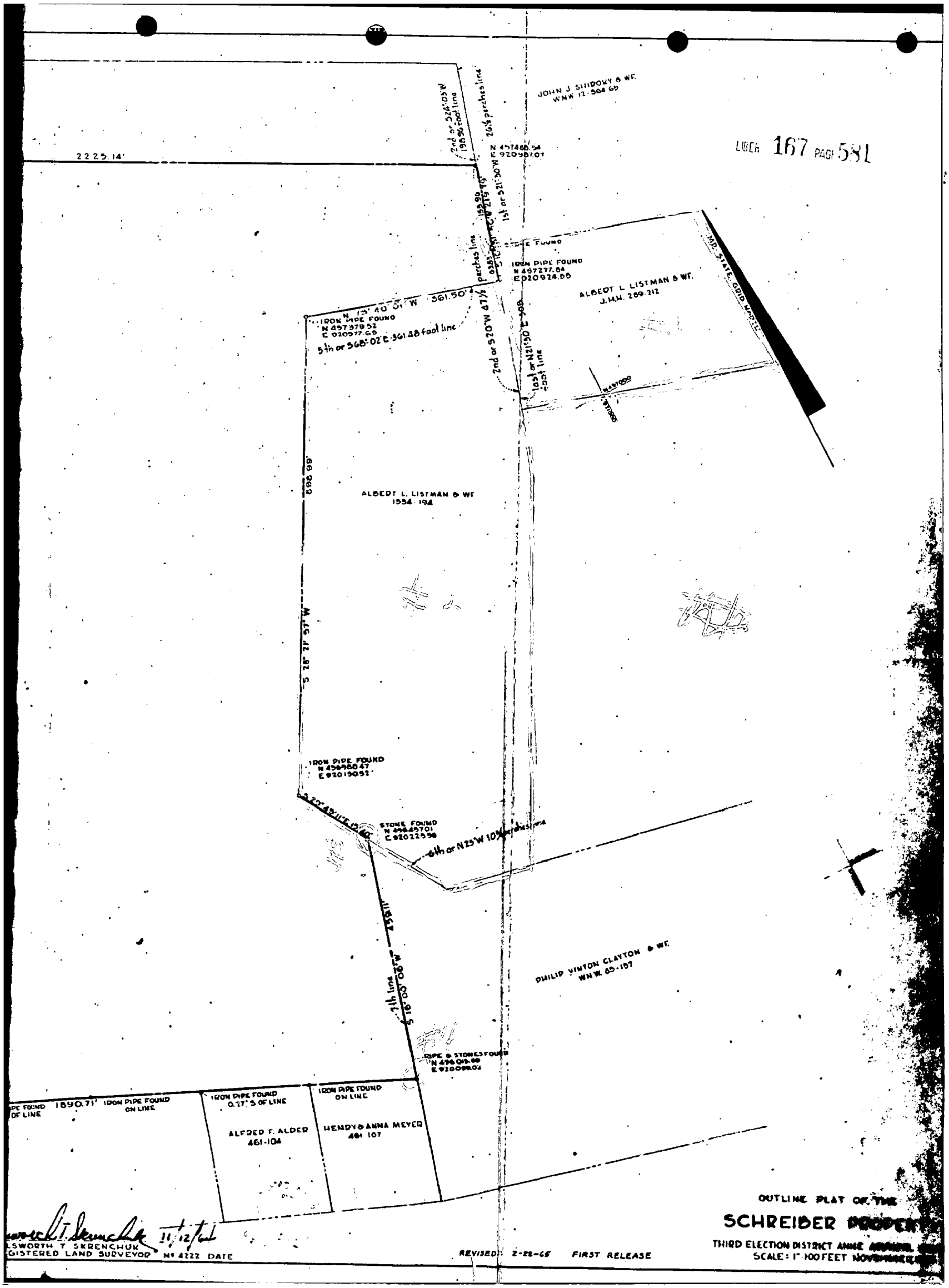
Examiner's Exhibit No 5.
District Investment Corp v. Schmidt

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

FILED No. 17,210
1966 JAN 11 PM 3:08


SABRINA PARK
PLAT BOOK #5 FOLIO #50
ALBERT S. CURRAN
ESR 97-766
LIBER 167 PAGE 580
3rd or N55°-15'W 2240.86 foot line
S 62° 09' 30" E
ROAD
HOLE
JUMPERS
77.3459 Ac. ±
FIRST RELEASE
17.73 Ac ±
8th or N61¼°W 115 perches line
IRON PIPE FOUND ON LINE
IRON PIPE FOUND 0.58' N. OF LINE
N 65° 55' 10" W
IRON PIPE FOUND 1.26' S OF LINE
IRON PIPE FOUND ON LINE
1st or S58°-28'E 18975 foot line
GEORGE ALDER & WF
JOHN E HARMS JR AND ASSOCIATES
CONSULTING ENGINEERS AND LAND SURVEYORS
POST OFFICE BOX 5 PASADENA, MARYLAND

15-64-4


LIBER 167 PAGE 581
JOHN J. SHIRORY & WF.
WNW 12-504 65
2225.14'
2nd or S24°03'W 198.96 foot line
26½ perches line
N 457488.54
E 920987.07
1st or S21°30'W
155.96
perches line
IRON PIPE FOUND
N 457277.84
E 920924.88
ALBERT L. LISTMAN & WF.
J.H.H. 289-212
MD. STATE GRID NORTH
N 15° 40' 01" W 361.50'
IRON PIPE FOUND
N 457379.52
E 920977.65
5th or S68°02'E 361.48 foot line
2nd or S20°W 47½
last or N21°30'E 308
foot line
ALBERT L. LISTMAN & WF
1554-194
S 28° 21' 57" W
IRON PIPE FOUND
N 456958.47
E 920190.52
STONE FOUND
N 456457.01
E 920225.58
6th or N25°W 10½ perches line
459.11'
S 16° 00' 06" W
7th line
PHILIP VINTON CLAYTON & WF.
WNW 85-157
PIPE & STONES FOUND
N 456019.00
E 920099.02
PIPE FOUND OF LINE
1890.71'
IRON PIPE FOUND ON LINE
IRON PIPE FOUND 0.27' S OF LINE
ALFRED F. ALDER
461-104
IRON PIPE FOUND ON LINE
HENRY & ANNA MEYER
461-107
OUTLINE PLAT OF THE
SCHREIBER PROPERTY
THIRD ELECTION DISTRICT ANNE ARUNDEL
SCALE: 1" = 100 FEET NOVEMBER
11/12/64
LSWORTH T. SKRENCHUK
GISTERED LAND SURVEYOR Nº 4222 DATE
REVISED: 2-22-65 FIRST RELEASE

LIBER 167 PAGE 582

Examiner, Exhibit #6
Detroit Investment Corp. Shift,
Equity No 17,210
Art J. Kom L.
Exam

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STATE OF MARYLAND

State Department of Assessments and Taxation

OFFICE OF

Supervisor of Assessments for Anne Arundel County

COURT HOUSE

ANNAPOLIS, MARYLAND 21404

LIBER 167 PAGE 583

September 29, 1965

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY that the assessment of property owned by Charles Schreiber , located at Earleigh Heights, is shown on the Assessment records of Anne Arundel County as follows:

1944

Earleigh Heights

88 Acres	$ 1,760.00	
Semi Bungalow	1,500.00	- Assessed 12/20/43 for 1944
	$ 3,260.00	

1948

88 Acres	$ 3,200.00	
Dwelling (Semi Bung.)	3,523.00	
Imp. Shed	600.00	
Storage Shed	150.00	
Out Bldg.	50.00	
Shed	400.00	- Assessed 9-23-48 for 1949
	$ 7,923.00	

Eldridge S. Wilkerson

Eldridge S. Wilkerson
Asst. Supervisor of Assessments

Examiner's Exhibit No 7
District Investment Corp v Shreiber
Equity # 17,210
John S. Rowe L. Exam

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DISTRICT INVESTMENT CORPORATION	*	IN THE
Complainant	*	CIRCUIT COURT
vs.	*	FOR
CHARLES SCHREIBER, a/k/a CHARLES SHRIVER	*	ANNE ARUNDEL COUNTY
Respondent	*	EQUITY # 17,210

* * * * * * * * * * *

REPORT OF MASTER EXAMINER

5/14/65 Bill for specific performance and request for mandatory injunction filed by Contract Purchaser (District Investment Corporation) against Contract Seller (Charles Schreiber a/k/a Charles Shriver).

6/21/65 Answer filed by Respondent by attorneys

9/30/65 Testimony taken before examiner. Counsel for all parties present.

At the time of the hearing it was stipulated by counsel for the parties that if the evidence disclosed that title to the property in question was good and marketable, the Seller would convey said property to the Purchaser and the Purchaser would accept such conveyance all in accordance with the terms of the Contract of Sale (Exhibit #1) and that the Complainant would abandon any other claims it might have against the Respondent for damages. If, on the other hand, the evidence disclosed that title to the property was not good and marketable then both parties reserved the right to take additional testimony with respect to the Complainant's alternative claim for damages.

STATEMENT OF FACTS

The evidence showed that the Respondent obtained a deed to the property in question from the County Commissioners dated 2/25/37.

For present purposes it may be assumed, without deciding, that

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the Respondent's title at the time he acquired the property was not good and marketable because of defects in two tax sales involving the property, one held in 1931 and the other in 1934. The precise question presented here is whether the title of the Respondent had become good and marketable prior to May 14, 1965, at which time this proceeding was instituted. To answer this question requires a detailed review of the evidence introduced at the hearing.

On February 26, 1937, the deed of the property from the County Commissioners to the Respondent was recorded among the County Land Records in Liber F.A.M. 160, folio 160 (Exhibit #3) and thereafter the Respondent with his mother, sister and two half brothers went into actual possession of the property.

While in possession, the Respondent and his family cut timber, put in a saw mill, built and occupied a small house, got a building permit to construct a larger dwelling house, cut lumber from the property to build this house and finally completed it, cleared some 12-14 acres of timber land in the tract, sold timber not needed for the construction of the house to outsiders, raised hogs on the property to the number of some 700 and fenced them in, posted "no hunting" and "no trespassing" signs, farmed a portion of the property, paid the taxes through the years, borrowed money on a mortgage on the property, sold off and conveyed a tract of ten acres and have resided continuously on the property to the present time.

That the Respondent and his family did all these things is proved beyond any doubt by the evidence but the question remains as to when they were done. As to this the testimony is conflicting which is hardly surprising. Over a period of years one would expect memories to dim and witnesses to be unable to pinpoint dates and times. The witnesses were able, however, to time the happening of these event by references

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to dates which are not apt to be forgotten i.e. World War II, the year the Respondent's half brother, Will Shriver, went off to the Army and the years when the witness Albert Listman worked in a shipyard during the war. With this backdrop, the chronology falls more clearly into line and eliminates any contention that the witnesses were merely guessing as to times.

Analyzed from a date standpoint the testimony may be summarized as follows:

1. The Shrivers began cutting timber and clearing the land

a) According to the Respondent (Charles Shriver) right after the purchase in 1937 (T72).

b) According to Albert Listman they were cutting timber prior to the time he was working in the shipyard in 1943 (T36).

c) According to Conrad Listman in 1942 or 1943 (T43).

2. The Shrivers actually began living on the property

a) According to the Respondent in 1940 (T83).

b) According to George Shriver "a couple or 3 yrs." after the purchase of the property (T91).

c) According to Albert Listman prior to World War II (T28).

d) According to Conrad Listman prior to the time Will Shriver went off to war (T44-45).

e) According to Louis Shirocky about 1941 (T108).

3. The Shrivers put in a saw mill

a) According to the Respondent about 1944 (T73).

b) According to Albert Listman prior to 1943 (T36).

c) According to Conrad Listman about 1943 or 1944 (T56).

d) According to Louis Shirocky about 1943 (T105).

4. The Shrivers started work on the big house

a) According to the Respondent they got the building permit in 1940 (T84) and started building in 1941 or 1942 (T73).

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b) According to George Shriver they got the permit before Will Shriver went off to war (T91-92).

c) According to the County tax records the house was assessed to the Respondent as an improvement on the property in December, 1943 (T84) (Ex Exh #7).

5. Hogs were raised on the property and were fenced in

a) According to George Shriver they put in 7 or 8 "a couple or 3 years" after purchasing the property (T91) and while the war was going on they had up to 700 hogs which they fenced in (T102-103).

b) According to Louis Shirocky the hogs were there and were fenced in some time in 1942 or 1943 (T106-107).

From the above anaylsis of the testimony it is clear that the Respondent and his family had taken actual possession of the property, which possession was accompanied by acts of ownership, at a time more than twenty years prior to the date this proceeding was instituted. It is equally clear from the evidence that the Respondent's possession was open, exclusive, hostile and continuous from 1940 (if his testimony is accurate) or at the latest from 1943 (if the testimony of the Listmans is relied upon) down to the present time.

QUESTIONS OF LAW INVOLVED

The first legal question involved is whether the Respondent went into possession of the property under color of title.

A case in point is Carter v. Woolfork, 71 Md. 283. There one Morrow had purchased the property in question at a tax sale, later received a deed from the City Tax Collector and went into possession. In rejecting a contention that Morrow had no color of title, the Court of Appeals said at pages 286-287:

> "We will assume that the tax proceedings under which Morrow purchased were irregular, and not efficient to maintain his title. Yet the deed was valid on its face, and was made by a public officer who had the right to sell the property for the unpaid taxes provided

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he complied with the requirements of the law. It could under no circumstances be considered as conveying less than color of title. In Wright v Mattison, 18 How. 56, the Supreme Court said: 'The courts have concurred, it is believed without an exception, in defining color of title to be that which in appearance is title, but which in reality is no title. They have equally concurred in attaching no exclusive or peculiar character or importance to the ground of the invalidity of an apparent or colorable title, the inquiry with them has been whether there was an apparent or colorable title, under which an entry or a claim has been made in good faith!" (Emphasis supplied) See also an exhaustive annotation in 38 ALR (2d) 986.

In Gore v Hall, 206 Md. 485, decided in 1955, the Court of Appeals again had occasion to discuss "color of title", saying at pages 490-491:

"We acknowledge that in order to establish adverse possession of unenclosed timberland, evidence of the cutting and hauling of timber therefrom is not of itself sufficient, because such acts might be nothing more than successive trespasses. Malone v. Long, 128 Md. 377, 97 A. 643. But we think it appropriate to stress the fact that there is a difference between a party who claims land under color of title and enters upon it in good faith and a mere wrongdoer. The bona fide claimant acquires possession to the extent of the boundaries claimed in his title, whether it is valid or not. Color of title is that which in appearance is title, but which in reality is not good and sufficient title. The paper title, in order to give color, must be so far prima facie good in appearance as to be consistent with the idea of good faith on the part of the party entered under it. Baker v. Swan's Lessee, 32 Md. 355, 358."

It has been suggested that the case of Stewart v. Wheatley, 182 Md. 455, is authority for the proposition that a grantee of tax sale property does not have color of title. A close scrutiny of that case does not bear this out.

There, property in Baltimore County was sold at tax sale in 1941 to Wheatley, who went into possession and made repairs to a house on the property although under the local County law no deed could be secured until after the period of redemption had expired. Prior to the expiration of that period and before Wheatley had any deed to the property a petition was filed for redemption and the purchase price plus interest was tendered. The tender was refused, the defendant contending that he was entitled to be reimbursed for the value of the repairs he had made. The Court of Appeals rejected this contention, saying at page 462:

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"It follows that a purchaser at a tax sale cannot be a bona fide possessor during the period of redemption, because he becomes a party to the tax sale proceedings and is charged with knowledge (1) that the owners have the absolute right to redeem the property at any time during the period allowed by the statute, and (2) that in no event can he have color of title by obtaining a deed for thej property until after the period of redemption."

There are glaring differences between Wheatley and the present case. In the first place, Wheatley was the purchaser at the tax sale and so was a party to the tax sale proceedings. Here the Respondent bought from the purchaser at the tax sale, namely the County Commissioners, and was not a party to the tax sale proceedings. In the second place, Wheatly had no deed. The Respondent herein did have a deed. Thirdly, the Wheatly case involved the right to redeem during the statutory period. Here, some thirty-one (31) years have elapsed since the sale and the question is adverse possession which was not raised in Wheatley. Finally, in Wheatley, no presumptions ran in his favor, while here the Respondent has the benefit of Chapter 130 of the Laws of 1937 (effective May 28, 1937 some four months after the Respondent received his deed from the County Commissioners). That chapter provided inter alia that "all sales of tax sale property heretofore made by the County Commissioners at either public or private sale be, and the same are hereby ratified, confirmed and legalized so as to vest in the purchasers thereof the marketable title to the properties so purchased".

It is also suggested that Free v. Greene, 175 Md. 36 may run counter to the views here expressed. In that case the tax sale was made in October, 1935, the sale was reported in February, 1937, and was finally ratified in April of 1937. Exactly two months later (see Record in Court of Appeals) a bill was filed to set aside the tax sale and the conveyance to the purchaser. The Court of Appeals held the tax sale to be defective and granted the relief sought on the ground that the sale had been reported too late and as a result the owner could not redeem within the statutory period of a year and a day from the date of the sale. There are striking

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differences between Greene and this case. Firstly, in Greene, the defendant was the purchaser at the tax sale, here that is not so. Secondly, in Greene, action was brought by the true owner within the redemption period (if measured from date of ratification rather from date of sale). Here ratification was in 1936, almost twenty-nine years ago. To contend that the decision in Greene extends the redemption period indefinitely if the sale is defective solely because not reported in time, defies all logic. It is neither equitable, nor could the General Assembly have intended, that the redemption period was to be extended ad infinitum where the sale was not reported in time. The most that the true owner could ask if the report was not timely filed would be a redemption period of a year and a day measured from the filing of the report and not from the date of sale. Thirdly, the curative statute (Chapter 130, Laws of 1937) to which reference has been previously made was not applicable in Greene. Finally, in this case adverse possession is made out, not so in Greene where that question was not even raised.

The precise differences presented in this case as compared with Wheatley and Greene were suggested, but not specifically decided, by the Court of Appeals in Gross v. King, 150 Md. 291. In that case the County Commissioners bought in a piece of property at a tax sale in 1895, but no deed was ever obtained. In 1920 the County Commissioners sold the property to the appellant who then went into possession. Thereafter one King acquired the interests of the true owner. The appellant filed a bill to have the deed to King set aside. The bill was dismissed and this was affirmed on appeal but the Court of Appeals said significantly at page 294:

> "The trial court, however, reserved to the appellant the privilege of presenting a new bill grounded upon title in the County Commissioners by adverse possession if he should wish to do so, and to that end dismissed the present bill without prejudice. We think that was correct."

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A second legal question is whether specific performance of a contract will be decreed when the title rests in adverse possession. In Maryland, the answer is clearly in the affirmative. Winer v. Hooper, 139 Md. 327, 330; Title Inc. v. Dubel, 177 Md. 387, 391-T; Oak Lane Corp. v. Duke, 196 Md. 136, 140-141.

During the entire period that the Respondent has been in possession of the property down to the present time no one has made any claim to any part of the property. Under these circumstances there can be no reasonable doubt of the Respondent's title to the property. Ziegler v. Vickers 198 Md. 389. The only time any question arose concerning a boundary of the tract was during the war when a neighbor to the south thought the Respondent had cut down a tree on the neighbor's side of the line. The neighbor had a surveyor run the line and it turned out to be where the Respondent had said it was and that ended that (T93-95).

The evidence in this case is to the effect that for a period of more than 20 years, it was common knowledge in the area that the Respondent owned the property. This is demonstrated forcefully by the further facts that the Respondent was able to borrow money on the security of a mortgage on the tract and that he sold off a ten acre portion of the tract in 1959.

The Respondent originally entered upon the land under color of title and it is settled in Maryland that in such cases his possession is deemed coextensive with the boundaries stated in his deed, and actual possession of the entire tract is not required. Goen v. Sansbury 219 Md. 289; White v. Hardisty, 220 Md. 152. Even were this not the rule the evidence here indicates an actual possession of the entire tract.

It is not necessary in this proceeding to decide that the Respondent's title is absolutely good but only that there is no reasonable doubt of his title to the property. Title Inc. v. Dubel, 177 Md. 387, 392. Thus,

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to be good and marketable it need not be free from every technical criticism and a mere speculative possibility that a defect might appear sometime in the future will not render the title unmarketable. Berlin v. Caplan, 211 Md. 333, 343-344. Although any decision in this case affects and binds only the parties and those claiming under them, (Compare Hobdey v. Wilkinson, 201 Md. 517, 527) the record here demonstrates conclusively that no other claims have ever been made against the Respondent's title for a period of more than 20 years after he went into actual possession. Accordingly, it is believed that the Respondent, as of the date this proceeding was brought, had acquired a good and marketable title by adverse possession.

One final question remains. On October 13, 1942, the property was sold for non-payment of taxes for the years 1939 and 1940 and was reported as purchased by the County Commissioners. This sale was never finally ratified and the papers are marked "DO NOT RECORD" (T 13). Edward Albert, a member of the bar specializing in real estate law testified that this tax sale was never completed, and added "The sale was never ratified because the taxes were evidently paid and the sale withdrawn. And as you see the tax sale is marked 'DO NOT RECORD'." (T 14) It seems doubtful that under these circumstances this incomplete sale interrupted the continuity of the Respondent's adverse possession or that the County acquired any interest in the tract. But assuming for purpose of argument, that this tax sale did interrupt the adverse possession and/or that the County did acquire some interest in the property at that time by virtue of this incomplete sale, the Respondent's present title is not affected for the following reasons.

In the first place, after the sale the Respondent continued in possession and more than 20 years elapsed following said 1942 sale and prior to the institution of these proceedings.

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Secondly, if the County acquired an interest in the property by virtue of this sale it obviously did not acquire it in its governmental capacity in trust for the public, but rather in its proprietary or business capacity. This is made even clearer by the then applicable local laws which authorized or required the sale by the County of tax sale property acquired by it so it could be reinstated on the tax rolls and so become revenue producing once more. Property acquired by the County in its proprietary or business capacity is subject to acquisition by adverse possession. See Mayor and City Council v. Chesapeake, 233 Md. 559, 572 and Messersmith v. Riverdale, 223 Md. 323. It may be further noted that even had the County acquired an interest in this property in its governmental rather than in its proprietary capacity as a result of this incomplete tax sale, the rule recognized in the Chesapeake case, supra, would seem clearly to apply. That doctrine was stated as follows at page 572: "In exceptional cases, where the Court found that right and justice demanded it, there has been recognition in Maryland that private ownership has been acquired of property held by a municipality in a governmental capacity (and so in trust for the public) where there has been actual and notorious abandonment of the property by the municipality for at least as long as the legal period of prescription which has induced action by the person claiming ownership, the results of which it would be unjust and inequitable to disturb".

Finally, whatever the effect of the 1942 sale (if it had any at all) the Respondent under the then applicable statutes had a year and a day following the date of the sale in which to redeem, or in this case until October 14,1943. See Free v. Greene, 175 Md. 36. The fact that the sale was never ratified coupled with the fact that on December 20, 1943, the Respondent was assessed as the owner of this property with a semi-bungalow constructed thereon (Exhibit #7) leads logically and inescapably to the

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conclusion that the Respondent did in fact pay to the County the amount for which the property had been bought in. This was de facto redemption at the least. The County treated the property as having been redeemed and having been restored to full ownership, and at this date would be estopped to take any other position.

For all of the above reasons it is believed that at the time these proceedings were instituted the Respondent's title to the property described in Exhibit #1 was good and marketable.

The attached form of decree which was prepared and has been agreed to by counsel for both parties is recommended for passage.

John G. Rouse, Jr.
Examiner and Master

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DISTRICT INVESTMENT CORPORATION	*	IN THE
	*	
Complainant	*	CIRCUIT COURT
	*	
vs	*	FOR
	*	
CHARLES SCHREIBER, a/k/a CHARLES SHRIVER	*	ANNE ARUNDEL COUNTY
	*	
	*	Equity No. 17,210
Respondent	*	
	*	

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

D E C R E E

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

It is thereupon this 24th day of January, 1966, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the Respondent herein has been in actual, open, exclusive, continuous, notorious, and quiet possession under a claim of title or ownership of the property mentioned in these proceedings, for more than twenty (20) years prior to the filing of the Bill of Complaint herein, and the Court having further determined that the title to the said property mentioned in the Bill of Complaint is indefeasible and a good and marketable fee simple title as vested in the Respondent.

It is further ADJUDGED, ORDERED and DECREED that the Complainant pay, or bring into this Court to be paid, unto the Respondent the balance of the purchase money due under the contract mentioned in these proceedings, together with such adjustments of taxes, and other public dues and charges as provided in the contract between the parties heretofore filed in this cause; and

That upon payment of the aforesaid sum of money or bringing the same unto this Court, the Respondent by a good and marketable

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Deed to be executed and acknowledged according to Law, shall convey unto the said Complainant, the land and premises in these proceedings mentioned and described as sold by the said Respondent to the Complainant.

It is further ADJUDGED, ORDERED and DECREED that all other relief prayed for in the Bill of Complaint be and is hereby dismissed with prejudice as to the Complainant's rights.

It is further ADJUDGED, ORDERED and DECREED that the Complainant pay the Court Cost in these proceedings.

E. Marshall Childs
JUDGE

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