ANNE ARUNDEL COUNTY, MARYLAND

EQUITY RECORD

W. GARRETT LARRIMORE

CLERK OF THE CIRCUIT COURT

CAMERA: AUGUSTINE J. VLNA

HR-RM 27
(2 - 1 - 54)

LIBER

196

BOOK 196 PAGE 1

SAMUEL SCHENKER, Attorney Named in Mortgage

vs.

MARMADUKES, INCORPORATED

* IN THE

* CIRCUIT COURT

* ANNE ARUNDEL COUNTY

* EQUITY NO. 30,697

****

ORDER TO DOCKET MORTGAGE

MR. CLERK:

Please docket this mortgage foreclosure case with the attached copy of the Mortgage as Exhibit "A" and Statement of Mortgage Claim as Exhibit "B" and Affidavit of Non-Military Service as Exhibit "C".

SAMUEL SCHENKER, Attorney
Named In Mortgage
224 Main Street
Annapolis, Maryland
PHONE: 263-2354 & 269-0831

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

FILED
1972 JAN 12 AM 10 37

SAVINGS & LOAN ASSOCIATION, MORTGAGE — FEE OR LEASEHOLD — MONTHLY PAYMENTS

BOOK 196 PAGE 2
LIBER 2344 PAGE 198

No. 20,697 Equity

Purchase Money

This Mortgage, Made this 26th day of May, in the year one thousand, nine hundred and Seventy, between Marmadukes, Incorporated (George S. Tyler, III and Elizabeth R. Tyler as Guarantors) A body corporate of the State of Maryland of Anne Arundel County, in the State of Maryland, Mortgagor, and the Chesapeake SAVINGS AND LOAN ASSOCIATION, Inc., of Annapolis, Maryland a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of (~~$15,000.00~~) Fifteen Thousand and no cents ---- Dollars, receipt of which is hereby acknowledged by the Mortgagor, 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 Ten per cent (10%) per annum, in monthly installments of principal and interest of One Hundred and sixty-one dollars and twenty-five cents ($161.25) Dollars each until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; said monthly payments are to be applied, first to the interest at the rate aforesaid, and secondly, the balance to the principal mortgage indebtedness. This mortgage matures 20 years from date.

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.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Sixth Assessment District, in said State, and described as follows: Beginning at the southeast intersection of Severn Avenue and Fourth Street, now known as Third Street, and running from thence with the line of Severn Avenue, northeasterly 105.2 feet, more or less to the lot described in a deed from A. M. Ellis Seebohm et al to George Bunce and wife, dated April 30, 1903, and recorded among the Land Records of Anne Arundel County in CW 29, folio 240, thence at right angles in a southeasterly direction 50 feet, thence at right angles in a southwesterly direction 105.2 feet to the northeast line of Fourth Street now known as Third Street, thence with said Street northwesterly 50 feet to the place of beginning. Said property being known as 225 Severn Avenue, Annapolis, Maryland.

BEING the same property acquired by the said Mortgagors from Frank E. Fuller and Townley Fuller, his wife, by deed of even date, said deed being recorded or intended to be recorded immediately prior hereto.

MAY-28-70 1:35 PM CLK.CT.A.A.CO.

FILED 1970 MAY 28 PM 3:40
MARJORIE S. HOLT, CLERK
CIRCUIT COURT ANNE ARUNDEL COUNTY

FILED 1972 JAN 12 AM 10:37

FILED 1971 JAN 8 PM 2:48

The Mortgagors do hereby agree that the said Mortgagee shall have the right to the proceeds as a result of any damage done to the premises which comes from the fire insurance and that the said Mortgagee is hereby authorized in conjunction therewith including the power to sign the Mortgagors names and that the said Mortgagee will have final disposition of the proceeds up to said amount which would be necessary to pay off said mortgage.

George S. Tyler, III and Elizabeth R. Tyler, individually do hereby join in this mortgage for purposes of securing the same and guaranteeing the payment thereof.

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 yearly rent of $~~ ;

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, covenants 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 such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect 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 taxes and any other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable and to pay all ground rent and insurance premiums, when and as the same shall become due and 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 at the option of the Mortgagee immediately become due and owing as herein provided; (8) that at the option of the Mortgagee, the whole of said mortgage debt intended hereby to be secured shall become due and payable 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 shall have continued for thirty days; (9) to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after 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 two months' advance interest, at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third per cent (33⅓%) of the original principal amount of the loan as a consideration for the acceptance of such pre-payment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage

guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, after a default has occurred 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 Samuel Schenker , its duly authorized Attorney or Agent, after any default has occurred in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to 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 counsel fee of $300.00 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, including interest thereon until final ratification of the auditor's account; (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, all attorneys' fees 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 mortgaged, 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.

THE Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said ~~Mortgagor~~ Guarantors and the Corporate seal of the Mortgagor as affixed by it's President.

WITNESS:

Elizabeth R. Tyler
By: Elizabeth R. Tyler, Sec/Trea.

Samuel Schenker
Samuel Schenker, Witness as to all

Marmardukes Inc.
George S. Tyler, III
By: George S. Tyler, III, President (SEAL)

George S. Tyler, III
George S. Tyler, III, individually (SEAL)

Elizabeth R. Tyler
Elizabeth R. Tyler, individually (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this 26th day of May, 1970, before me, a Notary Public of said State, personally appeared George S. Tyler, III, President of Marmardukes, Inc. and Elizabeth R. Tyler, individually as Guarantors. George S. Tyler, III known to me, or satisfactorily proven to be, the person s whose name s is/are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also appeared William B. Clatanoff, Agent of the within named corporation, 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, 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.

Bert E. Schenker
Bert E. Schenker, *Notary Public.*

My Commission expires: July 1, 1970

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Samuel Schenker
Samuel Schenker *Attorney.*

Mailed to Samuel Schenker

BOOK 196 PAGE 5

SAMUEL SCHENKER, Attorney Named in Mortgage

vs

MARMADUKES INCORPORATED

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY
EQUITY NO. 20,697

****

STATEMENT OF MORTGAGE CLAIM

Original Principal Balance May 26, 1970	$ 15,000.00
Less Principal Payments on Account	617.71
	$ 14,382.29
Unpaid Principal Balance Due as of November 1, 1971 to which must be added interest and penalties from October 1, 1971 to January 19, 1972.	503.58
TOTAL DUE	$ 14,885.87
Less Escrow	146.26
NET TOTAL DUE	$ 14,739.61

Samuel Schenker

Samuel Schenker, Attorney
Named in Mortgage
224 Main Street
Annapolis, Maryland
PHONE: 263-2354 or 269-0831

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of January, 1972, before me, a Notary Public in and for the State and County aforementioned personally appeared Samuel Schenker, the Attorney Named in Mortgage, and acknowledged the information in the aforementioned statement to be true to the best of his knowledge and belief.

Bert E. Schenker

Bert E. Schenker, Notary Public

My Commission Expires July 1, 1974.

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

FILED
1972 JAN 12 AM 10 38

BOOK 196 PAGE 6

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this day of January ,

19 72 , personally appeared before me, the subscriber, a Notary Public of the State of

Maryland, in and for Anne Arundel County, Samuel Schenker, Attorney Named in Mortgage

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

George S. Tyler III, resident agent of Marmadukes Incorporated
and George S. Tyler and Elizabeth R. Tyler, Guarantors

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 7th day of

January, 1972.

, 19 72 .

Notarial
Seal

Bert E. Schenker

Bert E. Schenker, *Notary Public.*

My Commission will expire on: July 1, 1974.

Filed,

FILED
1972 JAN 12 AM 10 38

BOOK 196 PAGE 7

January 4, 1972

Marmadukes, Inc.
Mr. & Mrs. George Tyler III
301 Severn Avenue
Annapolis, Maryland 21403

RE: 225 Severn Avenue, Annapolis, Md.

Dear Mr. & Mrs. Tyler:

Enclosed find a copy of the mortgage sale on the property known as 225 Severn Avenue, Annapolis, Maryland in accordance with Rule W 74 a 2 (B) of the Annotated Code of Maryland.

Very truly yours,

Samuel Schenker
Executive Director

SS/epk

FILED
1972 JAN 12 AM 10 38

No. 880758

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Marmadukes, Inc
STREET AND NO. 301 Severn Ave
P.O., STATE AND ZIP CODE Annapolis, Md 21403

POSTMARK OR DATE: ANNAPOLIS MD. JAN 4 1972

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ... 15¢
With delivery to addressee only ... 65¢
2. Shows to whom, date and where delivered ... 35¢
With delivery to addressee only ... 85¢
DELIVER TO ADDRESSEE ONLY ... 50¢
SPECIAL DELIVERY (extra fee required) ...

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)
* GPO: 1970 O-397-458

Attach to letter

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)
☐ Show to whom, date and address where delivered
☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.
CERTIFIED NO.
INSURED NO.
DATE DELIVERED 5 1971

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Marmadukes
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

BOOK 196 PAGE 8

Fidelity and Deposit Company

HOME OFFICE . OF MARYLAND BALTIMORE, MD. 21203

BOOK 16 PAGE 36

Bond No. 853 31 21
Equity 20,697

KNOW ALL MEN BY THESE PRESENTS:

That we, SAMUEL SCHENKER

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand and 00/100 - - -

SAMUEL SCHENKER, Attorney Named In Mortgage

VS

MARMADUKES, INCORPORATED

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY
Equity No. 20697

* * *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

KNOW ALL MEN BY THESE PRESENTS: That before me, the subscriber, a Notary Public in and for the county and state aforementioned personally appeared Thornton Seiler, Robert H. Huntington, Carl W Grebe purchasers in the above mentioned Equity proceedings and did make affidavit and oath, in due form of law, that in pursuance to the Maryland Rule of Procedures, Rule BR6, subsection B3, that They ~~is~~ are not acting as agents for anyone and that there are no other principals interested in the purchase of this property under this Attorney Named In Mortgage Sale, other than the purchasers set forth herein, and that They does further make affidavit and oath, in due form of law, that They nor any of Their agents, servants or employees, have not directly or indirectly discouraged anyone from bidding for the said property contained in Equity proceedings No. 20697 in the Circuit Court for Anne Arundel County, Maryland.

Robert H. Huntington
Carl W Grebe
Thornton Seiler

(SEAL) Kevin Vaughan Dodd

WITNESS MY HAND AND NOTARIAL SEAL this 19th day of January, 1972.

Bert E. Schenker (SEAL)
Bert E. Schenker, Notary Public

My Commission Expires July 1, 1974.

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

FILED
1972 JAN 19 PM 2:59

BOOK 196 PAGE 10

SAMUEL SCHENKER, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS	*	FOR ANNE ARUNDEL COUNTY
MARMADUKE, INCORPORATED	*	EQUITY NO. 20697

* * *

AUCTIONEER'S CERTIFICATE

I hereby certify that on Wednesday, January 19, 1972, I sold the property known as 225 Severn Avenue, Annapolis, Maryland, as described in the attached advertisement of sale to Thornton Seiler Et al/for $31,000.00, and further certify that the sale was fairly made.

Robert H. Campbell
Auctioneer

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

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1972 JAN 19 PM 2:59

BOOK 196 PAGE 11

SAMUEL SCHENKER, Attorney Named in Mortgage

VS

MARMADUKES, INCORPORATED

* * *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 20,697

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney Named In Mortgage, in Equity No. 20697, for the purpose of selling the hereinafter described property at a mortgage foreclosure, said property being described as 225 Severn Avenue, Annapolis, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by low, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the Courthouse door in the City of Annapolis, Maryland on Wednesday, January 19, 1972, at 11:00 A.M. the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described as follows:

BEING all that lot of ground situate and lying in the Sixth Assessment District, in said State, and described as follows: Beginning at the southeast intersection of Severn Avenue and Fourth Street, now known as Third Street, and running from thence with the line of Severn Avenue, northeasterly 105.2 feet, more or less to the lot described in a deed from A. M. Ellis Seebohm et al to George Bunce and wife, dated April 30, 1903, and recorded among the Land Records of Anne Arundel County in GW 29, folio 240, thence at right angles in a southeasterly direction 50 feet, thence at right angles in a southwesterly direction 105.2 feet to the northeast line of Fourth Street now known as Third Street, thence with said Street northwesterly 50 feet to the place of beginning.

Said property being sold to Thornton Seiler, Robert K. Huntington, Carl W. Gricbel for the sum of $31,000.00, being at that price

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

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1972 JAN 19 PM 2:59

then and there, the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of th e purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

AND as in duty bound, etc.

Samuel Schenker
Attorney Named In Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of January, 1972, before me, a subscriber, a Notary Public in and for the State and County aforementioned, personally appeared Samuel Schenker, Attorney Named In Mortgage, in Equity No. 20,697 in the Circuit Court for Anne Arundel County, and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

WITNESS MY HAND AND NOTARIAL SEAL.

Bert E. Schenker (SEAL)
Bert E. Schenker, Notary Public

My Commission Expires July 1, 1974.

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

Samuel Schenker, Esq.
224 Main Street
Annapolis, Maryland
21401

Evening Capital
January 24th Edition

BOOK 196 PAGE 13

ORDER NISI

SAMUEL SCHENKER, Attorney Named in Mortgage

versus

MARMADUKES, INCORPORATED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,697 Equity

Ordered, this 19th day of January, 19 72, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of February next.

The report states that the amount of sale was $ 31,000.00

Marjorie S. Hart Clerk.

True Copy,

TEST: Clerk.

(Final Order)

SAMUEL SCHENKER, Attorney named in Mortgage

versus

MARMADUKES, INCORPORATED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24' day of Feby, 19 72 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.

Roger P. Moylan
JUDGE.

FILED
72 FEB 24 PM 2 39

BOOK 196 PAGE 14

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BOOK 16 PAGE 37 ADDITIONAL BOND

Bond No. 853 31 21

Equity # 20,697

KNOW ALL MEN BY THESE PRESENTS:

That we, SAMUEL SCHENKER

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Thousand and No/100 - ($16,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of January in the year of our Lord 1972.

Whereas, the above bounden Samuel Schenker

by virtue of the power contained in a mortgage from Marmaduke's, Incorporated

to Chesapeake Savings and Loan Association, Inc., of Annapolis, Maryland bearing date the 26th day of May, 1970 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber M.S.H. 2344 No. Folio 198 and Samuel Schenker as Attorney Named in 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.

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

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

In Testimony Whereof, the above bounden Samuel Schenker

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Samuel Schenker (SEAL)
Samuel Schenker

(SEAL)

Filed Jan 21 1972

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ardis D. King
Ardis D. King *As to Surety*

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

MD3228a—1M, 9-68 180755
Mortgagee's or Attorney's Bond

Bond approved this 21st day of January, 1972
Maynard S. Hart
Clerk

BOOK 196 PAGE 15
OFFICE F

SAMUEL SCHENKER
Attorney at Law
224 Main Street
Annapolis, Maryland

Mortgage Sale

PROPERTY LOCATED IN THE SIXTH ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, KNOWN AS 225 SEVERN AVENUE, ANNAPOLIS, MARYLAND

UNDER AND BY VIRTUE of the power of sale contained in a mortgage from Marmadukes, Incorporated, said Mortgage dated May 26, 1970, in Liber MSH 2344, folio 198, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by public auction at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland on

WEDNESDAY,
JANUARY 19, 1972
— 11:00 A.M.

THE PROPERTY described in said Mortgage, situate, lying and being in the Sixth Assessment District of Anne Arundel County, State of Maryland and described as follows:

Beginning at the southeast intersection of Severn Avenue and Fourth Street, now known as Third Street, and running from thence with the line of Severn Avenue, northeasterly 105.2 feet ,more or less to the lot described in a deed from A. M. Ellis Seebohm et al to George Bunce and wife, dated April 30, 1903, and recorded among the Land Records of Anne Arundel County in GW 29, folio 240, thence at right angles in a southeasterly direction 50 feet, thence at right angles in a southwesterly direction 105.2 feet to the northeast line of Fourth Street now known as Third Street, thence with said Street northwesterly 50 feet to the place of beginning. Said property being known as 225 Severn Avenue, Annapolis, Maryland.

IMPROVEMENTS: Apartment house with four units in process of renovation.

TERMS OF SALE: A cash deposit of $1500.00 will be required of purchaser at time and place of sale, balance of purchase money upon ratification of sale by the Circuit Court of Anne Arundel County. If settlement is not made within ten (10) days after ratification, the buyer will default the deposit as liquidated damages. The balance due under the sale shall bear interest at six per cent (6 per cent) from date of sale to date of settlement. Cost of transferring the deed including the recordation taxes and transfer tax will be the responsiblity of the purchaser. Taxes and other expenses and-or other assessments to be adjusted to date of sale.

SAMUEL SCHENKER,
Attorney
Named in Mortgage

ROBERT H. CAMPBELL
Auctioneer

J-18

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1972

We hereby certify, that the annexed Mortgage Sale 225 Severn Avenue

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the nineteenth day of January, 1972

The insertions being made the 28th day of December, 1971, 4th, 11th and 18th days of January, 1972

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1972 JAN 20 P 4:12

By Kathryn A. Hoffman

BOOK 196 PAGE 16 OFFICE OF

20,697

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 20,697 EQUITY
SAMUEL SCHENKER, Attorney Named in Mortgage
versus
MARMADUKES, INCORPORATED

Ordered, this 19th day of January, 1972, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of February next.

The report states that the amount of sale was $31,000.00.

MARJORIE S. HOLT
Clerk

TRUE COPY,
TEST: MARJORIE S. HOLT
Clerk

F-7

FILED
1972 FEB -8 PM 1:20

No. E. C. ----------

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1972

We hereby certify, that the annexed

Order Nisi

No. 20,697 Equity

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the twenty-third day of February, 1972

The insertions being made the 24th and 31st of January, and 7th of February, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Kathy Hoffman

BOOK 196 PAGE 17

In the Case of

Samuel Schenker, Attorney Named in Mortgage

vs.

Marmadukes, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 20,697 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
1972 MAY -5 PM 2:45

All of which is respectfully submitted.
May 5, 1972

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of May, 1972, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George Sokol
Clerk
Per: , deputy

FILED
1972 MAY 23 AM 8:58

EQ-23

Dr. Samuel Schenker, Attorney Named in Mortgage VS Marmadukes, Inc.

In Acct. with Samuel Schenker, Attorney Named in Mortgage

Cr.

1972, January 19,				
Proceeds of Sale		31,000 00		
Interest on deferred payment of $29,500.00				
from 1/19/72 to 3/27/72 @ 6%		329 44	31,329 44	
Refund County Taxes 1/19/72 to 6/30/72		134 21		
Refund City Taxes " " "		69 79	204 00	
Balance Original Loan - Attorney's Escrow Acc't		3,000 00	3,000 00	
				34,533 44
* * * * * * * *		* * * * *	* * * * *	
To Attorney for Counsel fee, viz:		300 00		
To Attorney for Commissions, viz:		1,766 47	2,066 47	
To Attorney for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee		10 00		
Defendant's " " "		10 00		
M.S. Holt, Clerk, Clerk's Costs		66 00		
W.R. Huggins , Sheriff's Costs		8 00		
Pat Satterfield , Stenographer's fee		20 00		
Auditor - stating this Account		75 00	189 00	
To Attorney for Expenses, viz:				
Capital-Gazette Press- Advertising Sale		114 75		
" " " - Order Nisi, Sale		25 00		
Fidelity & Deposit Co., Bond Premium		124 00		
Robert H. Campbell, Auctioneer's fee		705 00		
City Water Department, Water Rent		141 66		
Bert Schenker, Notary fees		2 00	1,112 41	
To Chesapeake Savings And Loan Association				
of Annapolis, Inc.,- Mortgage Claim		14,739 61		
Interest on principal balance of $14,382.29				
from 1/19/72 to 5/22/72 - 123 days @ 10%		484 68	15,224 29	

Balance retained for distribution to Creditors						
after determination of Creditors by Court	15,941	27	15,941	27		
					34,533	44

BOOK 196 PAGE 20

In the Case of

Samuel Schenker, Attorney Named in Mortgage

vs.

Marmadukes, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 20,697 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
1972 MAY 22 PM 3:47

All of which is respectfully submitted.
May 22, 1972

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of June, 1972, 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.

Margaret S Hall
Clerk
Per: Alice E. Jankowski, deputy

FILED
1972 JUN -7 AM 9:52

EQ-23

Dr. Samuel Schenker, Attorney Named in Mortgage VS Marmadukes, Inc.

In Acct. with Samuel Schenker, Attorney Named in Mortgage

Cr.

First Distribution Account							
Balance retained for Distribution to Creditors							
from First Auditor's Account	15,941	27	15,941	27			
					15,941	27	
* * * * * * * * * * * * * *							
Distribution as follows:							
To George S. Tyler, Jr., - Judgment	5,589	35					
Attorney's fee	838	81					
Court Costs - Law C 3735	41	50					
Interest 11/13/70 to 6/7/72 @ 6%	525	50	6,995	16			
To Al Stastny Mechanical Contractor							
Mechanics Lien Claim - Dkt 23, page 595	2,750	90					
Interest 11/19/71 to 6/7/72 @ 6%	90	45					
Court Costs Dkt 23, page 595	19	00	2,860	35			
To James W. Duckett							
Mechanics Lien Claim #20,502 Equity	52	19					
Interest 2/2/72 to 6/7/72	1	07	53	26			
Balance retained for future distribution							
upon Order of Court	6,032	50	6,032	50			
					15,941	27	

BOOK 196 PAGE 22

In the Case of

Samuel Schenker, Attorney Named in Mortgage

vs.

Marmaduke's, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 20,697 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
1972 JUL 11 PM 12: 06

All of which is respectfully submitted.
July 11, 1972

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of July, 1972, 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.

Maryrue S. Holt
Clerk
Per: Alice E Jankowski, deputy

FILED
1972 JUL 27 AM 8: 56

EQ-23

Dr. Samuel Schenker, Attorney Named in Mortgage VS Marmaduke's, Inc.

In Acct. with Samuel Schenker, Attorney Named in Mortgage

Cr.

Final Distribution Account:					
Balance retained for Distribution to Creditors					
from Second Auditors Account	6,032 50		6,032 50		
					6,032 50
* *					
M.S. Holt, Clerk, final costs #20,697 Equity	18 00				
M.S. Holt, Clerk, Costs # 20,502 Equity					
Court Order March 13, 1972	65 00				
Auditor - stating Second & This Account	60 00		143 00		
To Thornton Seiler, Claim,Court Order 6/12/72	4,330 26		4,330 26		
To Brooks Brothers Lumber Company,					
Judgment 1/21/72 #13 860 - 664,District Court	700 71				
Court Costs	28 00				
Interest @ 6% - 1/21/72 to 7/26/72	21 44		750 15		
To Marmadukes, Inc. this surplus	809 09		809 09		
					6,032 50

BOOK 196 PAGE 24

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE R. LEE and	:	FOR
ALICE E. LEE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 19,822

. . . . . .

ORDER TO DOCKET SUIT

Dear Madam Clerk:

Please file the original Land Installment Contract in this foreclosure suit.

BIENER, CONNELL & CLINTON

BY: Karl F Biener

Karl F. Biener
456 Old Quarterfield Road
P. O. Box 610
Glen Burnie, Md. 21061
761-2430

FILED

1970 APR -1 AM 9:52

LIBER 2264 PAGE 599

BOOK 196 PAGE 25

R.E.B. NO. 3
AS AMENDED 8/17/67

Standard Land Installment Contract

Published by The Real Estate Board of Greater Baltimore, Inc. No. 19,822 Eq

This is a Legally Binding Contract; If Not Understood Seek Competent Advice

This form of Contract is published by the Real Estate Board of Greater Baltimore, Inc., as a service to its members. The Board assumes no responsibility for its legal sufficiency or effect, either as to substance or form.

This Agreement of Sale made this 30th day of April, 19 69, between AVENUE REALTY, INC.

_____, who resides at _____

and whose post-office address is _____

Seller, and GEORGE R. LEE and ALICE E. LEE, his wife

who resides at 7 Pafel Road, Weems Creek, Annapolis, Md. and whose post-office address is Same as above, Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Anne Arundel County, State of Maryland, being better known as 7889 Cheverly Lane, in the sub-division of "Sun Valley", Glen Burnie.

at and for the cash price of - - - - - - - - - - - - - - - - - - (a) $ 12,800.00

Fees and other charges, if any - - - - - - - - - - - - - - - - - (b) $ _____

Cost to Buyer of insurance coverage, if any, from date of contract, for the payment of which credit is to be extended to Buyer - - - - - - - - (c) $ _____

Insurance, covering loss by fire, _____
(Describe Coverage)

in the amount of $_____, payable to Seller and /or Buyer as their interests may appear.

Policy expires _____

Total Purchase Price (Sum of Items (a), (b) and (c) above) - - - - - - - (d) $ 12,800.00

Paid on account by Buyer at or before execution of this contract - - - - (e) $ -

Principal balance owed by Buyer (Item (d) less Item (e)) - - - - - - - (f) $ 12,800.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) Hannah Tabor, Inc., 450 Old Quarterfield Rd., Glen Burnie Maryland, Suite A-2 in consecutive (monthly) ~~(weekly)~~ installments of $ 125.00 each, which shall severally become due and payable on the first day of each and every (month) ~~(week)~~ beginning with first installment due on the first day of May, 1969.

Interest at 6 % per annum (not to exceed 6% per annum) on present unpaid balance of purchase price.

Annual Ground Rent (if any) - $ 150.00

Present Annual Taxes - $ 245.05

Estimated Annual Water Rent - (Sanitary Charges) - - - - - - - - - $ 42.00

Insurance Premiums - - - - - - - - (Fire) - - - - - - - - - - - - - $ 33.00

Other Public Charges, as follows: - - - - - - - - - - - - - - - - - - $ _____

Said installment payments shall first be applied by the Seller, as provided in Section 112 of Article 21, Annotated Code of Maryland (1957 Ed.) to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year, furnish a statement to the Buyer showing:

(A) The total amount paid for—
  (1) Ground rent, if any;
  (2) Insurance;
  (3) Taxes and other periodic charges;
(B) The amount credited to principal and interest; and
(C) The balance due.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for Buyer's obligation under this contract:

MAY-9-69 PAID6 2 5 0 CLK.CT.A.A.C. ECKUSC — 13.00

RECORDED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. COUNTY

FILED
69 MAY -9 PM 1:56

130

TAX 50

When forty per cent. (40%) or more of the original cash price of the property shall have been paid, Buyer shall have the right to demand a conveyance of the premises, on the condition that the Buyer shall execute a purchase money mortgage to the Seller, or to a mortgagee procured by the Buyer. When any mortgage is executed in pursuance of the Buyer's demand for a conveyance hereunder, buyer shall be liable for sueh expenses as title search, drawing deed and mortgage, notary fees, recording, reasonable building assoeiation fees, judgment reports, tax lien reports, one-half (½) of the cost of documentary and recordation stamps, and such other expenses as may be lawfully chargeable to Buyer. In any such mortgage the required periodie principal and interest payments to be made by the mortgagor shall not exeeed the periodie principal and interest payments otherwise required by this contraet, except with the consent of the mortgagor, and sueh eonsent may be evidenced by the exeeution of any such mortgage. Sueh mortgage shall eontain the usual covenants by the mortgagor for the payment of the mortgage debt, the taxes on the mortgaged property and the ground rent, if any, and the premiums on fire and extended coverage insuranee in an amount equal to the mortgage indebtedness, if obtainable, and if not then in the highest amount of such insurance obtainable. It shall also contain the usual remedies upon default by way of a power of sale to the mortgagee, his assigns or his attorney and/or a consent by the mortgagor to a decree for sale of the mortgaged property. The deed and mortgage executed pursuant hereto shall entirely supersede this contraet.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises whieh will contravene the polieies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing oecupancy and use of the said premises.

Said property has been inspeeted by Buyer prior to the date of this contraet and Buyer aceepts it in its present eondition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller, except as hereinafter set forth:

Included in Sale:

_____

_____

_____

_____

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordanee with the provisions of Seetion 112 (6) of Artiele 21, Annotated Code of Maryland (1957 Ed.).

THE SELLER has/has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property eontaining covenants of special warranty and further assurance, shall be exeeuted at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merehantable, free of liens and encumbranees except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly reeorded easements for publie utilities and any other easements which may be observed by an inspeetion of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District eharges for water and sewer, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of the date of this contract, or as of the date the right of possession shall be given, if later than the date of this eontract; and the said parties hereto hereby bind themselves, their heirs, executors, administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and eontinue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this eontract shall eonstitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in aecordance with the provisions of Rule W79, Maryland Rules of Procedure. Said Buyer hereby assents to the passing of a deeree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City or by the Cireuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Rule W79, Maryland Rules of Procedure. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses ineident to said sale, including a commission to the party making sale of said property equal to the eommission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, exeeutors, administrators, sueeessors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law, and recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

The seller recognizes HANNAH TABOR, INC. as the Realtor negotiating this contract and agrees to pay to said Realtor at the time of the execution hereof by the Seller a brokerage fee for services rendered amounting to 6 % of the sales price (item (a)), plus one-half of the amount of the annual ground rent, if any.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

D. K. Crist
Witness

Lou A. Crist
Witness

AVENUE REALTY, INC. (SEAL)
Seller's Signature

Howard R. Glaser V.P. (SEAL)
Seller's Signature

Date signed by Seller, April 30, 1969

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

D. K. Crist
Witness

George E Lee (SEAL)
Buyer's Signature

D. K. Crist
Witness

Alice E Lee (SEAL)
Buyer's Signature

Date signed by Buyer, April 30, 1969

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

30th **Day of** April, 1969.

D. K. Crist
Witness

George E Lee **Buyer**

D. K. Crist
Witness

Alice E Lee **Buyer**

NOTICE TO BUYER: Within fifteen (15) days after this contract has been signed by both Seller and Buyer, Seller shall cause this contract to be recorded among the land records of the county or city in which the property lies and shall mail the recordation receipt therefor to the Buyer.

180 52

LIBER 2264 PAGE 601 BOOK 196 PAGE 27

STATE OF MARYLAND, ANNE ARUNDEL Cty, to wit:

I HEREBY CERTIFY, That on this 30th day of APRIL
in the year one thousand nine hundred and SIXTY-NINE, before me, the subscriber,
a Notary Public of the State of Maryland, in and for ANNE ARUNDEL COUNTY
personally appeared LOWELL R. GLAZER, V.-PRES.
AVENUE REALTY, INC.

the above named Seller, and he acknowledged the foregoing Land Installment Contract to be
his act.

As Witness my hand and Notarial Seal.

Lou A. Crist
Notary Public.

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, That on this 30th day of APRIL
in the year one thousand nine hundred and SIXTY-NINE, before me, the subscriber,
a Notary Public of the State of Maryland, in and for ANNE ARUNDEL COUNTY
personally appeared GEORGE R. LEE +
ALICE E. LEE

the above named Buyer, and they acknowledged the foregoing Land Installment Contract to be
their act.

As Witness my hand and Notarial Seal.

Lou A. Crist
Notary Public.

Mailed to Bienn + Caswell

BOOK 196 PAGE 28

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE R. LEE and	:	FOR
ALICE E. LEE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 19,822

. . . . . .

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 ALBERT A. KISHTER, 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.

Albert A. Kishter
Albert A. Kishter - Affiant

SUBSCRIBED and SWORN to before me this 31st day of March, 1970.

Isabel A. Ridge
Notary Public

ISABEL A. RIDGE NOTARY PUBLIC ANNE ARUNDEL CO.

FILED

1970 APR -1 AM 9:52

BOOK 196 PAGE 29

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE R. LEE and	:	FOR
ALICE E. LEE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 19822

. . . . . .

STATEMENT OF CLAIM

Advanced to Standard Land Installment Contract	$12,800.00
Interest from October 1, 1969 to March 1, 1970	374.76
	$13,174.76
Paid to date	307.61
Total amount due under Land Installment Contract	$12,867.15

AVENUE REALTY, INC.

BY: Albert A. Kishter V.P.
Albert A. Kishter,
Vice-President

FILED

1970 APR -1 AM 9:52

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of March, 1970, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALBERT A. KISHTER, Vice-President of Avenue Realty, Inc., 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 corporation.

AS WITNESS my hand and Notarial Seal.

Isabel A. Ridge
Notary Public

ISABEL A. RIDGE
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.

BOOK 196 PAGE 31

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BOOK 15 PAGE 340 No. 19,822 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, AVENUE REALTY, INC.

.....as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND AND 00/100 - - -

KARL F. BIENER
ATTORNEY AT LAW
456 Old Quarterfield Road
Glen Burnie, Maryland
LAND INSTALLMENT

Contract Sale

OF VALUABLE
LEASEHOLD PROPERTY

Being known as 7889 Cheverly Lane, in the Sub-division of "Sun Valley", Glen Burnie, Maryland

UNDER and by virtue of the power of sale and authority contained in a Land Installment Contract from George R. Lee and Alice E. Lee, his wife dated April 30, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2264, folio 599 (default having occurred thereunder), the undersigned will seli at public auction at the Court, House door, Annapolis, Maryland, on

MONDAY
APRIL 27, 1970
AT 11 O'CLOCK A.M.

IMPROVEMENTS: One story frame dwelling.

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 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.

KARL F. BIENER
ROBERT H. CAMPBELL
Auctioneer

No. M. G. ----------

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 23, 1970

We hereby certify, that the annexed

Land Installment
Contract Sale
George R. Lee
Sun Valley

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 27th day of April, 1970. The first insertion being made the 9th day of April, 1970.

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 196 PAGE 33

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE R. LEE and	:	FOR
ALICE E. LEE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 19,822

. . . . . .

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Avenue Realty, Inc. by Albert Kishter, Seller of the Land Installment Contract filed in these proceedings, respectfully shows:

That under and by virtue of a Power of Sale contained in a Land Installment Contract from George R. Lee and Alice E. Lee, his wife to the Avenue Realty, Inc., a body corporate dated April 30, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2264, folio 599; 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, and after having complied with all other requisites of the Land Installment Contract and of the law for such cases made and provided, offered the property described in said Land Installment Contract at public auction at the Anne Arundel County Court House door on Monday, April 27th, 1970 at 11:00 o'clock a.m. and then and there sold the said property to Avenue Realty, Inc. at and for the sum of One Thousand Dollars ($1,000.00), being at that figure the highest bidder therefore, said property being the following:

Being known and designated as 7889 Cheverly Lane, "Sun Valley", Glen Burnie, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2264, folio 599.

And the said Avenue Realty, Inc. by Albert Kishter

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1970 JUN -1 AM 8:39

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 Five Hundred Dollars ($500.00) will be required of the Purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at 6% from 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.

Respectfully submitted

Albert Kishter VP

Albert Kishter, Vice-President
Avenue Realty, Inc.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of May, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ALBERT KISHTER, Vice-President of Avenue Realty, Inc., and made oath in due form of law that the aforegoing matters and facts are true and bona fide.

AS WITNESS my hand and Notarial Seal.

Isabel A Ridge

ISABEL A. RIDGE NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notary Public

KARL F. BIENER
ATTORNEY AT LAW
456 Old Quarterfield Road
Glen Burnie, Maryland
LAND INSTALLMENT

Contract Sale

OF VALUABLE
LEASEHOLD PROPERTY

Being known as 7889 Cheverly Lane, in the Sub-division of "Sun Valley", Glen Burnie, Maryland

UNDER and by virtue of the power of sale and authority contained in a Land Installment Contract from George R. Lee and Alice E. Lee, his wife dated April 30, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2264, folio 599 (default having occurred thereunder), the undersigned will sell at public auction at the Court, House door, Annapolis, Maryland, on

MONDAY
APRIL 27, 1970
AT 11 O'CLOCK A.M.

IMPROVEMENTS: One story frame dwelling.

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 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.

KARL F. BIENER
ROBERT H. CAMPBELL
Auctioneer

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1970 JUN -1 AM 8:40

BOOK 196 PAGE 36

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY that on this 27th day of April 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Avenue Realty Inc, Lowell R. Illey V.P., the purchaser(s) of the property described in the attached advertisement, and made oath in due form of law that:

(1) he was/were not acting as agent for any one;

(2) There are no other persons or corporations interested in the purchase as principals; and

(3) he had not directly or indirectly discouraged any one from bidding for the said property.

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

WITNESS:

Michael F. Gilligan

AVENUE REALTY INC.
Lowell R. Illey V.P. (SEAL)

(SEAL)

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC CANNE ARUNDEL CO., MD. MICHAEL F. GILLIGAN

Michael F. Gilligan
Notary Public

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1970 JUN -1 AM 8:40

BOOK 196 PAGE 37

PURCHASERS CERTIFICATE

I/WE hereby certify that I/WE have this 27th day of April 1970, purchased from AVENUE REALTY, INC.

~~Attorney~~, the property described in the attached advertisement at and for the sum of $1000.00 One thousand and no cents DOLLARS, and I/We hereby agree to comply with the 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 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.

Avenue Realty Inc.
Steven R. Hlay
V.P.

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1970 JUN -1 AM 8:40

BOOK 196 PAGE 38

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 27th day of April 1970, I sold the property described in the attached advertisement unto Avenue Realty Inc., at and for the sum of $1000.00 One thousand dollars & no cents Dollars, being then and there the highest bidder(s) therefore.

Robert H. Campbell

Robert H. Campbell, Auctioneer

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1970 JUN -1 AM 8:40

Karl F. Biener, Atty
456 Old Quarterfield Road
Glen Burnie, Maryland

BOOK 196 PAGE 39 FO MARYLAND GAZETTE
June 4th Edition

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF GEORGE R. LEE AND
ALICE E. LEE, HIS WIFE
xxexsuxx

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 19,822 Equity

Ordered, this 1st day of June, 19 70, That the sale of the property in these proceedings mentioned made and reported by Albert Kishter, Seller of the Land Installment Contract

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $ 1,000.00

Marjorie S. Holt Clerk.

True Copy,

TEST: Marjorie S. Holt Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GEORGE R. LEE AND
ALICE E. LEE, HIS WIFE
xxexsuxx

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of July, 19 70 that the sale made and reported by the Seller 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 Seller allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

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1970 JUL -7 PM 1:59

BOOK 196 PAGE 40 OFFICE OF

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 19,822 EQUITY

Order Nisi

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. LEE AND ALICE E. LEE, HIS WIFE

Ordered, this 1st day of June, 1970, That the sale of the property in these proceedings mentioned made and reported by Albert Kishter, Seller of the Land Installment Contract BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $1,000.00.

MARJORIE S. HOLT
Clerk

TRUE COPY, TEST:
MARJORIE S. HOLT
Clerk

Ju-25

No. M. C. _____

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 1, 1970

We hereby certify, that the annexed Order Nisi Sale Eq. 19,822 George R. 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 6th day of July, 19 70. The first insertion being made the 4th day of June, 19 70.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1970 JUL 2 PM 2 32

By H. Tribbelhorn

BOOK 196 PAGE 41

In the Case of

In The Matter of The Mortgaged Real Estate of
George R. Lee and Alice E. Lee, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 19,822 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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1972 JUN 26 AM 10: 14

All of which is respectfully submitted.
June 26, 1972

John H. Hopkins, IV
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of July, 1972, 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.

Maryne S. Holt
Clerk
Per: A Jankowski, deputy

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EQ-23 1972 JUL 12 AM 8:53

Dr. The The Matter of The Mortgaged Real Estate of George R. Lee and Alice E. Lee, his wife

In Acct. with Avenue Realty, Inc.

Cr.

1970, April 27				
Proceeds of Sale	1,000 00			
Interest on deferred payment of $500.00				
from 4/27/70 to 7/14/70 @ 6%	12 00	1,012 00		
			1,012 00	
* * * * * * * * * * * * * *				
To Avenue Realty,Inc. for Commissions,viz:	101 20	101 20		
To Avenue Realty,Inc., for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10 00			
M.S. Holt, Clerk, Clerk's Costs	35 00			
Auditor - stating this account	60 00	105 00		
To Avenue Realty, Inc. for Expenses, viz:				
Capital-Gazette Press - Advertising Sale	43 89			
" " " - Order Nisi, Sale	25 00			
Robert H. Campbell- Auctioneer's Commission	50 00			
Fidelity & Deposit Co. - Bond Premium	104 00			
Taxes 7/1/69 to 4/27/70	225 68			
Metered Water to 4/27/70	12 87			
Ground Rent	150 00			
Miscellaneous Notary fees	2 00	613 44		
To Avenue Realty, Inc., this balance on				
Account of Claim filed	192 36	192 36		
			1,012 00	
Amount of Land Installment Contract Claim filed	12,867 15			
Interest on principal balance $12,867.15				
from 3/1/70 to 7/7/70 -128 days @ 6%	270 97			
	13,138 12			
Credit Amount allowed above	192 36			
Balance Subject to Decree in Personam	12,945.76			

SIDNEY H. TINLEY, JR. and RICHARD W. HALL,	:	IN THE
Trustees	:	CIRCUIT COURT
v.	:	FOR
RICHARD CLARK MASON and ELIZABETH EILEEN MASON, his wife	:	ANNE ARUNDEL
and	:	COUNTY
I.C.A. BALTIMORE INC. a body corporate of the State of Maryland	:	In Equity
and	:	Docket: Folio:
BENFIELD MANOR, INC. a body corporate of the State of Maryland	:	Case No.: 20,541
Defendants	:	

Mr. Clerk:

Please docket the above-entitled case and file the attached Deed of Trust from Benfield Manor, Inc. to Sidney H. Tinley, Jr. and Richard W. Hall, Trustees, dated August 6, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1780, folio 42, et seq., as "Plaintiff's Exhibit No. 1," and enter our appearance as counsel for the Trustees.

Joseph M. Roulhac

Thomas F. Ireton

Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for the Trustees

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1971 SEP 23 AM 10: 54

App #8818

THIS DEED OF TRUST, Made this 6th day of August, 1964 by and between BENFIELD MANOR, INC., a body corporate of the State of Maryland, Party of the First Part and Sidney H. Tinley, Jr. and Richard W. Hall, Trustees as hereinafter mentioned, Parties of the second Part and

WHEREAS Benfield Manor, Inc., is justly indebted unto Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland in the full and just sum of Five Hundred Eighty-Two Thousand Eight Hundred and 00/100 Dollars ($582,800.00) for money to be loaned and advanced in accordance with the terms of a Building Loan Agreement of even date herewith between Benfield Manor, Inc., and Weaver Bros. Inc. of Maryland, for which the said party of the first part has made and delivered unto the said Weaver Bros. Inc. of Maryland, its promissory note bearing even date with these presents, said note covering the properties hereinafter described situate in Anne Arundel County.

Said note being for the principal sum of Five Hundred Eighty-Two Thousand Eight Hundred and 00/100 Dollars ($582,800.00) being payable to the order of Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore, Maryland, or at such other place, either within or without the said State as said holder of said note may from time to time direct. Said note to bear interest at the rate of six per centum (6%) per annum, on the unpaid principal balance of the aforesaid note, or so much as is advanced thereunder from the date hereof unto paid, siad principal and interest being payable in the following manner.

Interest on amounts advanced, accounting from the date of each advance shall be payable monthly on the first day of each month after the date hereof, and said note shall become due and payable as to the principal and together with accured interest on the 6th day of August, 1965 said principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

WHEREAS it was a condition precedent to the making of the aforesaid loan by Weaver Bros. Inc. of Maryland to the Party of the first part hereto that these presents be executed to further secure the repayment of said note together with interest thereon, as and when the same shall become due and payable.

The irrevocable power to appoint a substitute Trustee or Trustees is hereby expressly granted to the holder of the note, its successors and assigns, to be exercised at any time hereafter without notice or without specifying any reason therefore, by filing for record in the office where this instrument is recorded a Deed of Appointment. The Parties of the first part for itself, its successors and assigns, and the Trustees herein named or that hereafter may be substituted hereunder, expressly waive notice of the exercise of this power and the giving of bond by any trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any Trustee hereunder. In the event of the disability or absence from the State of Maryland of one of the aforesaid Trustees or Substitute Trustees, the powers, duties and trust hereby created and reposed in the Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both.

Said note is countersigned by said Trustees for the purpose of identification.

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That the entire indebtedness secured by this Deed of Trust shall become and immediately be due at the option of the Beneficiary if by order of a court of competent jurisdiction, a Receiver or Liquidator or Trustee of the party of the first part, or any of its property, shall be appointed and shall not have been discharged within sixty days, or, if by decree of such a court, the party of the first part shall be adjudicated bankrupt or insolvent or any of its property shall have been sequestered, and such decree shall remain undischarged and unstayed for sixty days after the entry thereof, or if a petition to reorganize the party of the first part pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the party of the first part, as now or hereafter in effect, shall be filed against the party of the first part and shall not be dismissed within sixty days after such filing, or the party of the first part shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law, or if (without limitation of the generality of the foregoing) the party of the first part shall file a petition for an arrangement or to reorganize the party of the first part pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the party of the first part, as now or hereafter in effect, shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a Receiver or Trustee or Liquidator of the party of the first part, or of all or any part of its property.

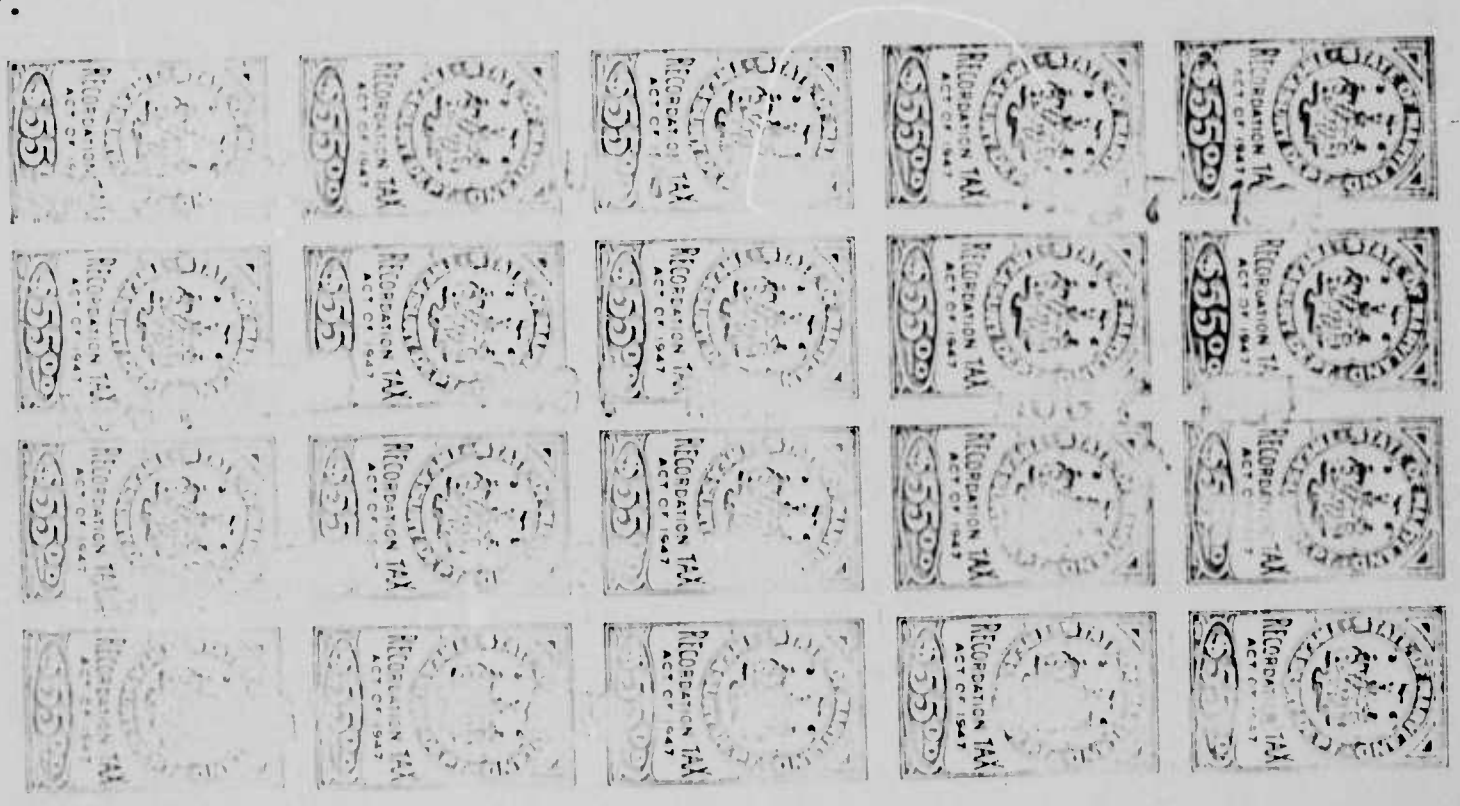
NOW THEREFORE, This Deed of Trust Witnesseth, that the Party of the First Part in consideration of the premises and One Dollar, the receipt whereof prior to the signing of and delivery of these presents, is acknowledged, does grant, convey and assign unto the Party of the Second Part, as Trustees, subject to provisions hereinafter provided, the following land and property, lying and being in the County of Anne Arundel County State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot Nos. 1 thru 7, inclusive, Block E, Lot Nos. 1 thru 5, Block F, inclusive, Lot 10, Block F, Lots 1, 3 and 10, Block G, Lots 1 through 14, Block H, inclusive and Lot No. 11, Block B, all as shown on the Plat of Benfield Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 32, folio 42.

BEING some of the lots of ground which by deed dated June 11, 1964 and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by The Dixon Holding Company unto the Party of the First part.

Anything herein to the contrary notwithstanding, that prior to the commencement of any foreclosure proceedings or sale pursuant to the provisions hereinafter set forth, Weaver Bros. Inc. of Maryland, or the holder of the note secured hereby shall give to the Party of the Second part herein written notice of any default hereunder and allow the party of the second part herein to remedy such default within a period of fifteen (15) days after such notice.

Privileges are granted to the party of the first part, that prior to default in any of the covenants and conditions of this Deed of Trust and prior to maturity hereof, the said party of the first part shall have the right and privilege of prepaying the indebtedness hereby secured in whole or in part at any time on any regular interest payment date, without penalty.



Together with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the party of the first part represents as annexed to and forming a part of the realty and as subject to the lien of this deed of trust;

Together with the possession and the right of possession of the aforegoing;

And Together with the rents, income, issues and profits accruing therefrom, provided that the party of the first part shall be entitled to collect, and receive the same while no default exists in the terms of the aforesaid note or of this deed of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the second part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUST:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust;

In trust to release and re-convey the aforesaid land and property to the party of the first part, at the cost of the party of the first part, upon payment of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this deed of trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid;

AND upon this further trust, that upon failure to erect upon the aforesaid land within Twelve months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a contract existing between the party of the first part and the Beneficiary, or its successors or assigns

in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this deed of trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest after five days written notice of default shall be immediately due and payable/~~without notice, notice of such election being~~ ~~and~~, and, at the election of the Beneficiary, the party of the second part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the party of the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days notice of the time, place, manner and terms of sale in a newspaper published in Anne Arundel County , State of Maryland, and such other notice as said Trustees may deem expedient. Such sale may be of the whole or any part of said land and property, provided, however, that the party of the second part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper. In the event of such sale, the party of the second part, as Trustees, shall have the power and it shall be the duty of the party of the second part, as Trustees, to convey the land and property so sold in fee simple to the purchaser or purchasers in compliance with the terms of said sale and at the cost of said purchaser or purchasers who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale or sales: Firstly, to pay all proper costs, charges and expenses of such sale including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one or more of the covenants and agreements of this deed of trust which were not fulfilled by the party of the first part as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale is made; Secondly, to pay the principal remaining unpaid with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this deed of trust the principal remaining unpaid with accrued interest shall become immediately due and payable at the election of the Beneficiary; and Lastly, to pay the remainder of said proceeds, if any,

to the said party of the first part upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors of assigns, thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided computed on the amount of the indebtedness.

AND the party of the first part for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees as follows;

To pay the aforesaid note in accordance with its terms:

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite.

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property;

To pay all costs, commissions and expenses, together with Insurance Premiums including counsel fees, incurred in relation to the aforesaid Note, this trust, or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this Deed of Trust;

To keep the aforesaid land and property in a good state of repair and in tenantable condition to the satisfaction of the Beneficiary, and to obtain the written consent of the Beneficiary before demolishing, removing or materially altering any building or improvements now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures, and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may from time to time be required by the Beneficiary; to procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the Beneficiary;

that all insurance policies shall be held by, be for the benefit of, and first and solely payable, in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy; that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest or other charges secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary; that at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this deed of trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of paying the same and of effecting such insurance and all moneys so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum from the date of payment by the Beneficiary and shall be secured hereby;

The property hereinbefore granted unto the parties of the second part, Trustees, is to be held by them in and upon the following further trusts:

That upon payment to Weaver Bros. Inc. of Maryland, or the holder of the note secured hereby a sum equal to the full amount advanced on a particular type or house in accordance with the payment schedule set forth in the Building Loan Agreement, the Trustees shall release form the legal operation and effect hereof and re-convey to the party of the first part, its successors or assigns, at the cost of the party of the first part, the lot upon which the full sum advanced on the dwelling constructed thereon has been repaid in full.

Whenever the term Beneficiary is used herein it shall mean Weaver Bros. Inc. of Maryland, or the holder of the Note secured hereby and that the terms party of the first, part, party of the second part, Trustees and Beneficiary shall be construed to include the singular, the plural, the masculine, feminine and the neuter genders and the heirs, executors administrators, successors and assigns thereof where the context may require or permit.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

WITNESS the corporate seal of the Party of the first Part and the signature of its President thereof.

WITNESS:

BENFIELD MANOR, INC.

BY _____ (SEAL)
Joseph Schwartz, President

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of August, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Joseph Schwartz, President of Benfield Manor, Inc., and acknowledged that he, as such President, being aughorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence the name of the said corporation by himself as president.

At the same time also appeared Sidney H. Tinley, Jr., the Vice-President of Weaver Bros. Inc. of Maryland, the Party secured by the aforegoing Deed of Trust and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth.

BOOK 196 PAGE 52

WITNESS my hand and Notarial Seal.

1750

BOOK 1780 PAGE 50

NOTARY PUBLIC

Rec'd for record Aug 2 1915 at 2:30 P.M.

Partial ——————→

L.N.P. No. 1814 419

November 25, 1814 at 9:07 A.M.

For Deed of Par. Rel. see Land Liber L.N.P. no. 1895 - Page 443, Rec. Aug. 30, 1965 at 9:53 a.m.

" " " " " " " " " L.N.P. no 1936 Page 434 Rec 1/3/66 at 2:51 p.m.

" " " " " " " " " L.N.P. no 1944. Page 179 Rec. 2/4/66 at 2:01 p.m.

" " " " " " " " " L.N.P. no. 1963, Page 225 Rec. April 5, 1966 at 11:37 a.m.

" " " " " " " " " L.N.P. no. 201[illegible] Page 268, Rec. [illegible]

" " " " " " " " " M.S.H no 210[illegible] Page 370 Rec [illegible] 2:29 p.m.

" " " " " " " " " M.S.H no. 2152 Page 581, Rec. March 21, 1968 at 2:12 p.m.

" " " " " " " " " M.S.H. no. 2156 - Page 10, Rec. April 2, 1968 at 12:13 a.m.

" " " " " " " " " M.S.H. no. 2[illegible] Page [illegible] Rec. June 2, 1968 at 11:16 a.m.

" " " " " " " " " M.S.H no. 2226 Page 682. Rec. Dec. 6, 1968 at 1:58 p.m.

" " " " " " " " " M.S.H. no. 2313 Page 595 Rec. Nov. 6, 1969 at 11:[illegible] A.M.

" " " " " " " " " M.S.H. no. 2355 Page 131, Rec. Mar 30, 1970 at 10:[illegible] a.m.

" " " " " " " " " M.S.H no. 2417 Page 771 Rec. July 1, 1971 at 10:52 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed of Trust is truly taken and copied from Liber L.N.P. No. 1780 folio 42-50 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 18 day of August A. D., 1971.

Marjorie S. Holt

Clerk of the Circuit Court for Anne Arundel County

LIC. – 1

BOOK 196 PAGE 54

SIDNEY H. TINLEY, JR. and RICHARD W. HALL,	:	IN THE
Trustees	:	CIRCUIT COURT
v.	:	FOR
RICHARD CLARK MASON and ELIZABETH EILEEN MASON, his wife	:	ANNE ARUNDEL
and	:	COUNTY
I.C.A. BALTIMORE INC. a body corporate of the State of Maryland	:	In Equity
and	:	Docket: Folio:
BENFIELD MANOR, INC. a body corporate of the State of Maryland	:	Case No.: 20,541
Defendants	:	

: : : : : : : : :

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND:

SS

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on the 13th day of September 1971, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard W. Hall, Vice-President of Weaver Bros. Inc. of Maryland, and made oath in due form of law, that he knows the individual defendants herein, Richard Clark Mason and Elizabeth Eileen Mason, his wife, and that to the best of his information, knowledge and belief:

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

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

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

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

FILED

1971 SEP 23 AM 10: 54

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal this 13th day of September, 1971.

John D. Dean
Notary Public

My Commission Expires:
7-1-74

Affiant

SIDNEY H. TINLEY, JR. and RICHARD W. HALL,	:	IN THE
Trustees	:	CIRCUIT COURT
v.	:	FOR
RICHARD CLARK MASON and ELIZABETH EILEEN MASON, his wife	:	ANNE ARUNDEL
and	:	COUNTY
I.C.A. BALTIMORE INC. a body corporate of the State of Maryland	:	In Equity 29,541
and	:	Docket:
BENFIELD MANOR, INC. a body corporate of the State of Maryland	:	Folio: Case No.:
Defendants	:	

: : : : : : : : :

STATEMENT OF DEED OF TRUST DEBT

Statement of Deed of Trust claim of Weaver Bros. Inc. of Maryland, under Deed of Trust from Benfield Manor, Inc. to Sidney H. Tinley, Jr. and Richard W. Hall, Trustees, dated August 6, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1780, folio 42, et seq., the said Benfield Manor Inc. having conveyed its interest in the property foreclosed in these proceedings to I.C.A. Baltimore, Inc. by deed dated February 21, 1967 and recorded among the Land Records of Anne Arundel County in Liber 2046, folio 217; and the said I.C.A. Baltimore, Inc. having conveyed title to the property to Richard Clark Mason and Elizabeth Eileen Mason, his wife, by deed dated September 4, 1969 and recorded among the aforesaid Land Records in Liber 2299, folio 220. All conveyances herein mentioned being made subject to the lien of the Deed of Trust foreclosed in these proceedings. The property being foreclosed in these proceedings being described as Lot 10, Block G, Benfield Manor in the aforementioned Deed of Trust.

FILED
1971 SEP 23 AM 10: 54

Total Principal of Debt Advanced..... $3,850.00
Interest to October 1, 1971..... 265.70

Total Deed of Trust Debt Due..... $4,115.70

Daily Interest Rate is: $.77

WEAVER BROS. INC. OF MARYLAND

By Hugh H. Gambrill
~~Richard x Wx Hall~~, Vice-President
Hugh H. Gambrill,

STATE OF MARYLAND, CITY OF BALTIMORE, SS

I HEREBY CERTIFY that on this day of 1971, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Hugh H. Gambrill ~~Richard x Wx Hall~~ who is known to me to be a Vice-President of Weaver Bros. Inc. of Maryland and he made oath in due form of law that the foregoing is a true statement of the amount of the Deed of Trust Debt under the Deed of Trust filed in said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

John O. Sellers
Notary Public

My Commission Expires:

SIDNEY H. TINLEY, JR. and RICHARD W. HALL	:	IN THE
Trustees	:	CIRCUIT COURT
vs.	:	FOR
RICHARD CLARKE MASON and ELIZABETH EILEEN MASON, his wife, et al.	:	ANNE ARUNDEL COUNTY
Defendants	:	In Equity
	:	Case No. 20,541

: : : : : : : : : : :

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I, Thomas F. Ireton, make oath that pursuant to Rule W74,a,2(b) Maryland Rules of Procedure, I mailed to the Defendants in these foreclosure proceedings, at their last known address, on October 12, 1971, by Registered Mail, Return Receipt Requested, a notice of the time, place and terms of the foreclosure sale, which date was not earlier than twenty days nor later than five days before the date of sale in these proceedings.

1971 OCT 18 AM 10:17
FILED

Thomas F. Ireton
1700 One Charles Center
Baltimore, Maryland 21201

Subscribed and sworn to before me this 14TH day of OCTOBER, 1971.

Maureen E. Rose
Notary Public

My Commission Expires: July 1, 1974

BOOK 196 PAGE 59

BOOK 15 PAGE 596

BOND NO 1748591

The Travelers Indemnity Company

Hartford, Connecticut

(A STOCK COMPANY)

No. 20,541 Equity

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we SIDNEY H. TINLEY, JR AND RICHARD W. HALL, TRUSTEES of Baltimore, Md and THE TRAVELERS INDEMNITY 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 FOUR THOUSAND AND NO/100 ($4,000) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of October, in the year of our Lord one thousand nine hundred and Seventy-One.

WHEREAS, BY DEED OF TRUST, dated the 6th day of August, nineteen hundred and Sixty-Four, and left to be recorded among the land Records of Anne Arundel County on the 6th day of August, 1964, in liber 1780 No. , Folio 42 BENFIELD MANOR, INC. did grant, bargain and sell, assign and transfer unto SIDNEY H. TINLEY, JR AND RICHARD W. HALL

Trustees, as therein named (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

FILED 1971 OCT 28 PM 2:13

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound SIDNEY H. TINLEY, JR AND RICHARD W. HALL

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said SIDNEY H. TINLEY, JR AND RICHARD W. HALL

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Bond approved this 28th day of October, 1971
Magruder Ellis, Jr.
Asst Clerk

Signed, sealed and delivered in the presence of

Thomas F. Ireton

William R. Osmond

S-745 PRINTED IN U.S.A. 9-29-67

SIDNEY T. TINLEY, JR. (SEAL)

RICHARD W. HALL (SEAL)

THE TRAVELERS INDEMNITY COMPANY

By E W Beaman *Attorney-in-Fact*

E D Beaman
201 N Charles St, Balt Md 21201

THE TRAVELERS INDEMNITY COMPANY OCT 28 1971

SIDNEY H. TINLEY, JR. and RICHARD W. HALL,	:	IN THE
Trustees	:	CIRCUIT COURT
	:	FOR
v.	:	ANNE ARUNDEL
RICHARD CLARK MASON and ELIZABETH EILEEN MASON, his wife	:	COUNTY
and	:	In Equity
I.C.A. BALTIMORE INC. a body corporate of the State of Maryland	:	Docket: Folio:
and	:	#20,541
BENFIELD MANOR, INC. a body corporate of the State of Maryland	:	
Defendants	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Sidney H. Tinley, Jr. and Richard W. Hall, Trustees appointed by the Deed of Appointment in the above entitled cause, to make sale of the fee simple property known as Lot 10, Block G, Benfield Manor as described in a certain Deed of Trust from Benfield Manor, Inc. dated August 6, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1780, folio 42, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their Trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette a newspaper published in the County of Anne Arundel for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday, October 29, 1971, attend on the premises and then and there sold the fee simple property to J & P Homes, Inc., a Maryland Corporation, whose post office address is 1278 Dorothy Road, Crownsville,

FILED 1971 NOV -4 AM 9:21

Maryland 20832, at and for the sum of Four Thousand Seven Hundred and Fifty Dollars ($4,750.00); it being the highest bidder therefor.

Sidney H. Tinley, Jr.

Richard W. Hall

Trustees

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, Sct:

I HEREBY CERTIFY that on this 2nd day of November, 1971, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sidney H. Tinley, Jr. and Richard W. Hall, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

John O. Seem

Notary Public

My Commission Expires:

BOOK 196 PAGE 62

E. T. Newell & Co., Inc.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th day of October, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Martin J. Cronin Agent, 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, J & P Homes Inc.,) and ~~they are~~

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

erty mentioned in the said Report of Sale.

HOMES INC. 1971

J & P Homes, Inc
By: Martin J Cronin agent
for John P Connolly, Jr (SEAL)
Pres

(SEAL)

Purchaser

Address

FILED
NOV 4 AM 9:21 1971

Notary Public

Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201

BOOK 196 PAGE 63

Maryland Gazette
November 8th Edition

ORDER NISI

SIDNEY H. TINLEY, JR. AND
RICHARD W. HALL, TRUSTEES

versus

RICHARD CLARK MASON AND
ELIZABETH EILEEN MASON, his wife and
I.C.A. BALTIMORE INC., a body corporate of
the State of Maryland and
BENFIELD MANOR, INC., a body corporate of
the State of Maryland

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 20,541 Equity

Ordered, this 4th day of November, 19 71, That the sale of the property in these proceedings mentioned made and reported by SIDNEY H. TINLEY, JR. AND RICHARD W. HALL, TRUSTEES

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of December next.

The report states that the amount of sale was $ 4,750.00

Marjorie S. Hart Clerk.

True Copy,

TEST: Clerk.

(Final Order)

SIDNEY H. TINLEY, JR. AND
RICHARD W. HALL, TRUSTEES

versus

RICHARD CLARK MASON and
ELIZABETH EILEEN MASON, his wife and
I.C.A. BALTIMORE INC., a body corporate of
the State of Maryland and
BENFIELD MANOR, INC., a body corporate of
the State of Maryland

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 9th day of December, 1971 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.

Roger P. Murphy
JUDGE.

FILED
1971 DEC -9 PM 1:05

BOOK 196 PAGE 64

BOND NO 1748609
ADDITION TO BOND NO 1748591

BOOK 16 PAGE 3

The Travelers Indemnity Company

Hartford, Connecticut

(A STOCK COMPANY)

No. 20,541 Equity

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we SIDNEY H. TINLEY, JR AND RICHARD W HALL, TRUSTEES

of BALTIMORE, MD

and THE TRAVELERS INDEMNITY 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

SEVEN HUNDRED FIFTY AND NO/100 ($750.00) Dollars,

lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this

5th day of November, in the year of our Lord

one thousand nine hundred and Seventy-One

WHEREAS, BY DEED OF TRUST, dated the 6th day of August,

nineteen hundred and Sixty-Four, and left to be recorded among the land Records of

Anne Arundel County on the 6th day of August, 19 64,

in liber 1780 No. , Folio 42

BENFIELD MANOR, INC. did grant, bargain and sell,

assign and transfer unto SIDNEY H. TINLEY, JR AND RICHARD W. HALL

Trustees, as therein named (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

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

SIDNEY H. TINLEY, JR., AND RICHARD W. HALL

shall faithfully perform the trust reposed in THEM by said Deed of Trust,

or to be reposed in THEM by any decree of the Circuit Court for ANNE ARUNDEL County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said SIDNEY H. TINLEY, JR. AND RICHARD W. HALL

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

FILED 1971 NOV 15 AM 10 13

Signed, sealed and delivered in the presence of

Arlene Chesser

S. Johnson

SIDNEY T. TINLEY, JR. (SEAL)

RICHARD W. HALL (SEAL)

THE TRAVELERS INDEMNITY COMPANY

By E D Beaman *Attorney-in-Fact.*

E D Beaman
201 N Charles St, Balt Md 21201

Bond approved this 15th day of November 1971
Marjorie M. Hoff, Clerk
Add'l. P.

S-745 PRINTED IN U.S.A. 9-29-41

BOOK 196 PAGE 65

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 20,541 Equity
SIDNEY H. TINLEY, JR. and
RICHARD W. HALL, Trustees
versus
RICHARD CLARK MASON and
ELIZABETH EILEEN MASON,
his wife and I.C.A. BALTIMORE
INC., a body corporate of the
State of Maryland and BEN-
FIELD MANOR, INC., a body
corporate of the State of
Maryland

Ordered, this 4th day of November, 1971, That the sale of the property in these proceedings mentioned made and reported by SIDNEY H. TINLEY, JR. AND RICHARD W. HALL, TRUSTEES BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of December next.

The report states that the amount of sale was $4,750.00.

MARJORIE S. HOLT,
Clerk

True Copy,
TEST: MARJORIE S. HOLT,
Clerk.

N-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1971

We hereby certify, that the annexed Order Nisi

No. 20,541 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the eighth day of December, 1971

The insertions being made the 2th, 15th, and 22nd days of November, 1971

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine A. Hoffman

FILED

No. M. G. ------ 1971 NOV 23 PM 2:02

BOOK 196 PAGE 66

In the Case of

Sidney H. Tinley, Jr., et al

vs.

Richard Clark Mason, et us, et al

In the

Circuit Court

For

Anne Arundel County

No. 20,541 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
72 FEB 15 PM 3:26

All of which is respectfully submitted.
February 15, 1972

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of March, 1972, 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.

Marjorie S. Hoet
Clerk
Per: Alice E. Jankowski, deputy

FILED
72 MAR -2 AM 8:28

EQ-23

Dr. Sidney H. Tinley, Jr., et al VS Richard Clark Mason, et ux, et al

In Acct. with Sidney H. Tinley, Jr., and Richard W. Hall, Trustees

Cr.

1971, October 29,			
Proceeds of Sale	4,750 00		
Interest on deferred payment of $3,750.00			
from 10/29/71 to 1/5/72 @ 6%	42 78	4,792 78	
			4,792 78
* * * * * * * * * * * * * * *			
To Trustees for Counsel fee - Court Order 1/17/72	350 00		
To Trustees for Commissions, viz:	387 50	737 50	
To Trustees for Court Costs, viz:			
Plaintiff's Solicitors Appearance fee	10 00		
M.S. Holt, Clerk,- Clerk's Costs	47 00		
Auditor - stating this account	60 00	117 00	
To Trustees for Expenses,viz:			
Capital-Gazette Press- Advertising Sale	105 76		
" " " - Order Nisi, Sale	25 00		
E.T. Newell & Co., Inc. - Auctioneer's fee	35 00		
Travelers Indemnity Co., Bond Premium	26 00		
County & State Taxes 7/1/70 to 10/29/71	31 87		
Sanitary Tax - 1/1/70 to 10/29/71	56 53		
Lien Search, Certified Copies Deed of Trust, etc	12 62		
Miscellaneous Notary fees	3 00	295 78	
To Weaver Bros. Inc., of Maryland this			
balance on account of Deed of Trust Claim filed	3,642 50	3,642 50	
			4,792 78

Amount of Deed of Trust Claim filed	4,115	70
Interest on Principal balance of $3,850.00		
from 10/1/71 to 2/14/72 - 136 days @ 6%	86	16
	4,201	86
Credit Amount allowed above	3,642	50
Balance Subject to Decree in Personam	559	36

Evening Capital
April 12th Edition

BOOK 196 PAGE 69

JOHN B. WRIGHT, et al	*	IN THE
Plaintiffs	*	
v.	*	
MARGARET N. COLE BOWMAN 1626 Craig Lane McLean, Virginia 22101	*	CIRCUIT COURT
MARTIN W. BULIN 5451 8th Road South Arlington, Virginia	*	FOR
MARTIN L. REESE and DOROTHY M. REESE, his wife 113 Catalfa Avenue Pasadena, Maryland 21122	*	
	*	ANNE ARUNDEL COUNTY
FIRST NATIONAL BANK OF MARYLAND Light and Redwood Sts. Baltimore, Md. 21202	*	
Defendants	*	
And any and all persons having or claiming to have any interest in the real properties described in this bill of complaint	*	NO. 30,813 EQUITY
	*	

* * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties sold by the Acting Controller of Anne Arundel County on April 5, 1971:

A. Lot 19, Block K, Plat 2, Section 2, Hillsmere, conveyed to Martin W. Bulin by Virginia C. Tutwiler and James Julian Tutwiler, her husband, by deed dated May 19, 1961 recorded in the Land Records of Anne Arundel County in Liber GTC 1480, folio 225.

B. Lot 7, Block RR, Plat 3, Cape St. Claire, conveyed to Martin L. Reese and Dorothy M. Reese, his wife, by deed dated September 22, 1966 from Melvin K. Scherer and wife and recorded among said land records in Liber LNP 2012, folio 467; encumbered

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72 APR -7 AM 9:07

by a judgment for $504.89 with 6% interest from September 14, 1970 awarded to the defendant, First National Bank of Maryland, in the Circuit Court for Anne Arundel County, in Case No. C-3228 Law.

C. Lot 102, Section F, Annapolis Roads, conveyed to Margaret N. Cole Bowman by deed dated June 2, 1958 from Club Estates, Inc. recorded among said land records in Liber GTC 1219, folio 20.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale has expired.

It is thereupon this 7th day of April, 1972 by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in said county once a week for four successive weeks before the 14th day of ~~May~~ JUNE 1972, warning all persons interested in said properties to be and appear in this Court on or before the 14th day of June, 1972, and redeem said properties and answer the bill of complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the plaintiffs, or their assigns, title free and clear of all encumbrances.

Marjorie S. Holt

Marjorie S. Holt
Clerk

BOOK 196 PAGE 71

JOHN B. WRIGHT and ELIZABETH A. WRIGHT, his wife, 2024 West Street, Annapolis, Maryland	*	IN THE
Plaintiffs	*	CIRCUIT COURT
v.	*	
MARGARET N. COLE BOWMAN, 1626 Craig Lane, McLean, Virginia 22101	*	FOR
MARTIN W. BULIN, 5451 8th Road South, Arlington, Virginia	*	ANNE ARUNDEL COUNTY
MARTIN L. REESE and DOROTHY M. REESE, his wife, 113 Catalfa Avenue, Pasadena, Maryland 21122	*	
		NO. 20,813 EQUITY
FIRST NATIONAL BANK OF MARYLAND, Light and Redwood Sts., Baltimore, Md. 21202	*	
Defendants	*	
And any and all persons having or claiming to have any interest in the real properties described in this bill of complaint	*	

* * * * * *

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs, complaining, say:

1. They bring this action for the purpose of foreclosing the rights of redemption in and to the property hereinafter set forth under and by virtue of Sections 70 to 116, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on April 5, 1971, the plaintiff John B. Wright, at the regular annual tax sale, purchased from Donald B. Carter, Acting Controller of Anne Arundel County, and received Certificates of Tax Sale therefor from the said acting Controller to the following three parcels of real property located in Anne Arundel County:

WRIGHT AND COHEN
ATTORNEYS AT LAW
2024 WEST STREET
ANNAPOLIS, MARYLAND

FILED
72 APR -7 AM 9:(

Certificate No.	Lots Nos.
1635	Lot 19, Block K, Plat 2, Section 2, Hillsmere Estates
1638	Lot 7, Block RR, Plat 3, Cape St. Claire
1642	Lot 102, Section F, Annapolis Roads

3. That said certificates hereinabove set forth described the aforesaid sales to the plaintiff and are attached hereto as exhibits which are prayed to be taken as a part hereof.

4. That a diligent and careful search of the Land Records of Anne Arundel County, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals that the named defendants are the owners or judgment lien creditor of the owners of the following parcels:

A. Lot 19, Block K, Plat 2, Section 2, Hillsmere, conveyed to Martin W. Bulin by Virginia C. Tutwiler and James Julian Tutwiler, her husband, by deed dated May 19, 1961 recorded in the Land Records of Anne Arundel County in Liber GTC 1480, folio 225.

B. Lot 7, Block RR, Plat 3, Cape St. Claire, conveyed to Martin L. Reese and Dorothy M. Reese, his wife, by deed dated September 22, 1966 from Melvin K. Scherer and wife and recorded among said land records in Liber LNP 2012, folio 467; subject to the lien of judgment for $504.89 with 6% interest from September 14, 1970 awarded to the defendant, First National Bank of Maryland, in the Circuit Court for Anne Arundel County, in Case No. C-3238 Law.

C. Lot 102, Section F, Annapolis Roads, conveyed to Margaret N. Cole Bowman by deed dated June 2, 1958 from Club Estates, Inc. recorded among said land records in Liber GTC 1219,

folio 20.

5. That the aforementioned real estate has not been redeemed by the defendants herein nor by anyone claiming through them, although more than one year and a day have elapsed from the aforesaid date of tax sale.

6. That the plaintiffs purchased all of the real estate herein mentioned at the tax sale held on April 5, 1971 as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due; and the plaintiffs bid and paid for the aforesaid Tax Sale Certificates the following amounts:

Certificate No.	Bid	Paid on Sale Date
1635	$1,600.00	$120.96
1638	900.00	61.72
1642	1,200.00	99.16

7. That the amounts necessary for the redemption of each of the aforesaid certificates are the amounts listed in the Paid on Sale Date column above plus taxes to date, penalties, interest and the total disbursements and allowable fees of the plaintiffs as holders of the Certificates of Tax Sale and the costs on each of the above certificates.

TO THE END, THEREFORE, THE PLAINTIFFS PRAY:

A. That Writs of Subpoenae be issued and served upon the defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

B. That an Order of Publication be granted unto your plaintiffs, directed to the nonresident defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

C. That this Court enter a final decree foreclosing all rights of redemption of the defendants and all persons having

or claiming to have any interest in the hereinabove described property.

D. That the final decree herein provide that the Controller for Anne Arundel County, or his successor, execute to the plaintiffs, or their assigns, a deed to the properties herein described vesting a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to the date of said decree.

E. And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And, as in duty bound, etc.

John B. Wright
John B. Wright

Elizabeth A. Wright
Elizabeth A. Wright
2024 West Street
Annapolis, Maryland
269-0900

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 5th day of April, 1972, personally appeared JOHN B. WRIGHT and ELIZABETH A. WRIGHT, plaintiffs in the foregoing action, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint to Foreclose Equities of Redemption are true, and, as required by Section 105 of Article 81 of the Annotated Code of Maryland (1957 Edition) that the plaintiffs have caused a search in the land records for the owner or owners of the said property and they are unknown except as herein described, although a search has been made of said records for a period of 40 years prior to the institution of this suit. As Witness my hand and notarial seal.

NANCY P. DUFF NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Nancy P. Duff
Nancy P. Duff
Notary Public

BOOK 196 PAGE 75

№ 1635 CERTIFICATE OF TAX SALE

I, Donald P. Carter, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on **April 5, 1971,** I sold to John Wright & Elizabeth A Wright, 2024 West Street, Annapolis, Md 21401 at public auction for the sum of 1600 Dollars and 00 Cents, of which 120 96/100 Dollars has been paid as a deposit on the property in District 2 described as Lot 19 Blk K Plt 2 Sc 2 Hillsmere GR 1480-223 Assessment 1,090

and assessed to Martin H. Bulin & Catherine Bulin, a/c # 2-412-019887 00

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After **April 6, 1972,** a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this **5th day of April, 1971.**

Donald P Carter
Controller and Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this **5th day of April, 1971,** before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **Donald P. Carter** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W Kneelle
Notary Public.

My Commission Expires **July 1, 1974.**

FILED
72 APR -7 AM 9:07

P. CO. 75031

BOOK 196 PAGE 76

13

№ 1638 CERTIFICATE OF TAX SALE

I, **Donald P. Carter,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on **April 5, 1971,** I sold to John B. & Elizabeth A. Wright, 2024 West Street, Annapolis, Md 21401 at public auction for the sum of 90.00 Dollars and 00 Cents, of which 6.72/100 Dollars has been paid as a deposit on the property in District 3 described as Lot 1 Blk R.R. Plat 3 Cape St Claire L.N.P. 2012 467 Assessment 620

and assessed to Martin L. & D.M. Reese, a/c # 3-165-2468 4828

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After **April 6, 1972,** a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this **5th day of April, 1971.**

Donald P. Carter

Controller and Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this **5th day of April, 1971,** before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **Donald P. Carter** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W Knuckle

Notary Public.

My Commission Expires **July 1, 1974.**

FILED

72 APR 7 PM 3 07

P. CO. 75031

BOOK 196 PAGE 77

№ 1642 CERTIFICATE OF TAX SALE

I, **Donald P. Carter,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on **April 5, 1971,** I sold to John B Wright and Elizabeth A at public auction for the sum of 120.00 Dollars and 00 Cents, of which 99 16/100 Dollars has been paid as a deposit on the property in District 2 described as Lot 102 See F Annapolis Roads LIC 1219-28 Assessment #1635

and assessed to Margt M Cole Bowman, a/c #2-001-0164260

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After **April 6, 1972,** a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this **5th day of April, 1971.**

Donald P Carter
Controller and Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this **5th day of April, 1971,** before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **Donald P. Carter** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August A Knuelle
Notary Public.

My Commission Expires **July 1, 1974.**

FILED
72 APR -7 AM 9:08

P. CO. 75031

JOHN B. WRIGHT and
ELIZABETH A. WRIGHT, his wife

Plaintiffs

vs

MARGARET N. COLE BOWMAN

MARTIN W. BULIN

MARTIN L. REESE and
DOROTHY M. REESE, his wife

FIRST NATIONAL BANK OF MARYLAND, et, al

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 20,813 EQUITY

ORDER OF DISMISSAL

Mr. Clerk:

Please enter the above case " AGREED" SETTLED" and "SATISFIED" as to Defendants Martin L. Reese and Dorothy M. Reese, only.

John B. Wright

JOHN B. WRIGHT

BOOK 196 PAGE 79 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1972

We hereby certify, that the annexed

Order of Publication

Equity No. 20,813

Wright vs. Bowman, Bulin, Reese, First National Bank of Maryland

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 3RD day of May, 72

The insertions being made the 12, 19 + 26 of April, + the 3RD day of May, 72

THE CAPITAL-GAZETTE PRESS, INC.

FILED Sandra E. Snyder

1972 JUN 15 PM 3:02

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,813 EQUITY
JOHN B. WRIGHT, etal
Plaintiffs

v.

MARGARET N. COLE BOWMAN
1626 Craig Lane
McLean, Virginia 22101
MARTIN W. BULIN
5451 8th Road South
Arlington, Virginia
MARTIN L. REESE
and
DOROTHY M. REESE
his wife
113 Catalfa Avenue
Pasadena, Maryland 21122
FIRST NATIONAL BANK
OF MARYLAND
Light and Redwood Sts.
Baltimore, Md. 21202
Defendants

And any and all persons having or claiming to have any interest in the real properties described in this bill of complaint

Order of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties sold by the Acting Controller of Anne Arundel County on April 5, 1971:

A. Lot 19, Block K, Plat 2, Section 2, Hillsmere, conveyed to Martin W. Bulin by Virginia C. Tutwiler and James Julian Tutwiler, her husband, by deed dated May 19, 1961 recorded in the Land Records of Anne Arundel County in Liber GTC 1480, folio 225.

B. Lot 7, Block RR, Plat 3, Cape St. Claire, conveyed to Martin L. Reese and Dorothy M. Reese, his wife, by deed dated September 22, 1966 from Melvin K. Scherer and wife and recorded among said land records in Liber LNP 2012, folio 467; encumbered by a judgment for $504,89 with 6 per cent interest from September 14, 1970 awarded to the defendant, First National Bank of Maryland, in the Circuit Court for Anne Arundel County, in Case No. C-3228 Law.

C. Lot 102, Section F, Annapolis Roads, conveyed to Margaret N. Cole Bowman by deed dated June 2, 1958 from Club Estates, Inc. recorded among said land records in Liber GTC 1219, folio 20.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale has expired.

It is thereupon this 7th day of April, 1972 by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in said county once a week for four successive weeks before the 14th day of June, 1972, warning all persons interested in said properties to be and appear in this Court on or before the 14th day of June, 1972, and redeem said properties and answer the bill of complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the plaintiffs, or their assigns, title free and clear of all encumbrances.

MARJORIE S. HOLT
Clerk

TRUE COPY,
TEST: MARJORIE S. HOLT
Clerk

M-3

BOOK 196 PAGE 80

JOHN B. WRIGHT and ELIZABETH A. WRIGHT	*	IN THE
Plaintiffs	*	CIRCUIT COURT FOR
MARGARET N. COLE BOWMAN et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 20,813 EQUITY

* * * * *

DECREE PRO CONFESSO

The following defendants, Margaret N. Cole Bowman and Martin W. Bulin, and all persons having or claiming to have any interest in the real properties known as:

Lot 19, Block K, Plat 2, Section 2, Hillsmere Estates, and

Lot 102, Section F, Annapolis Roads

after Order of Publication duly published, served, or having been duly summoned, having failed to appear to the Bill of Complaint and answer same according to the command of the Order of Publication in this cause.

It is, thereupon this 16th day of June, 1972, 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 Defendants.

W. Harvey Baldwin
Judge

FILED
1972 JUN 16 PM 2:23

BOOK 18C PAGE 81

JOHN B. WRIGHT and ELIZABETH A. WRIGHT	*	IN THE
Plaintiffs	*	CIRCUIT COURT FOR
v.	*	ANNE ARUNDEL COUNTY
MARGARET N. COLE BOWMAN et al	*	NO. 20,813 EQUITY
Defendants	*	

* * * * *

AFFIDAVIT OF EFFORTS TO LOCATE DEFENDANTS
AND OF COMPLIANCE WITH MARYLAND RULE 105g.

Before me, the undersigned, a Notary Public in and for Anne Arundel County, State of Maryland, on this 15th day of June, 1972, personally appeared John B. Wright, plaintiff in this cause, and he made oath in due form of law that he has made all reasonably possible efforts to locate the following out-of-state defendants to warn them of the pendency of this action:

Margaret N. Cole Bowman
1626 Craig Lane
McLean, Virginia 22101

Martin W. Bulin
5451 8th Road South
Arlington, Virginia

Said affiant further made oath that said efforts have included checking the latest available Anne Arundel County tax records to ascertain the above-listed Virginia mailing addresses, checking the latest available Virginia telephone directory (which has no listing for either party), and mailing a copy of the Order of Publication in this cause to each defendant with the attached letter. Also attached are the undelivered Certified Mail envelopes to each defendant showing that each has moved and either the forwarding instruction has expired or they left no forwarding address.

As witness my hand and notarial seal.

NANCY P. DUFF
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

Nancy P. Duff
Notary Public

FILED
1972 JUN 15 PM 3:47 FILED

BOOK 196 PAGE 82

LAW OFFICES
WRIGHT AND COHEN
FIRST FEDERAL SAVINGS & LOAN ASSN. BLDG.
2024 WEST STREET
ANNAPOLIS, MARYLAND 21401

JOHN B. WRIGHT
CALVIN E. COHEN

AREA CODE 301
269-0900

April 27, 1972

VIA CERTIFIED MAIL TO EACH ADDRESSEE
RETURN RECEIPT REQUESTED

Mrs. Margaret N. Cole Bowman
1626 Craig Lane
McLean, Virginia 22101

and

Mr. Martin W. Bulin
5451 8th Road South
Arlington, Virginia

Dear Mrs. Bowman and Mr. Bulin:

Enclosed herewith is a copy of the published Order of Publication from The Evening Capital of April 12, 1972. This copy is being sent to you pursuant to Maryland Rule 105e to give you notice of pending action designated as No. 20,813 Equity in the Circuit Court for Anne Arundel County, Maryland.

Very truly yours,

John B. Wright

JBW:nd

John B. Wright

RECEIPT FOR CERTIFIED MAIL—30¢

No. 656082

SENT TO: Mrs. Margaret N.C. Bowman
STREET AND NO.: 1626 Craig Lane
P. O., STATE, AND ZIP CODE: McLean, Virginia 22101
POSTMARK OR DATE

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

RECEIPT FOR CERTIFIED MAIL—30¢

No. 656083

SENT TO: Mr. Martin W. Bulin
STREET AND NO.: 5451 8th Road South
P. O., STATE, AND ZIP CODE: Arlington, Virginia
POSTMARK OR DATE

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

CERTIFIED MAIL No. 656082

CERTIFIED MAIL No. 656083

FILED
1972 JUN 15 PM 3:57
1972 JUN 15 PM 3:57

BOOK 196 PAGE 83

LAW OFFICES
WRIGHT AND COHEN
FIRST FEDERAL SAVINGS & LOAN ASSN. BLDG.
2024 WEST STREET
ANNAPOLIS, MARYLAND 21401

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RETURNED TO SENDER
REASON CHECKED
Unclaimed ____ Refused ____
Addressee unknown ____
Insufficient Address ____
No such street ____ number ____
No such office in state ____
Do not remail in this envelope

Mrs. Margaret N. Cole Bowman
1626 Craig Lane
McLean, Virginia 22101

CERTIFIED
No.656082
MAIL

Forward Expired
C-22 DB

LAW OFFICES
WRIGHT AND COHEN
FIRST FEDERAL SAVINGS & LOAN ASSN. BLDG.
2024 WEST STREET
ANNAPOLIS, MARYLAND 21401

☒ Moved, left no address
☐ No such number
[redacted]
☐ Addressee unknown

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Martin W. Bulin
5451 8th Road South
Arlington, Virginia

RETURNED TO WRITER

Moved-Left No Address

CERTIFIED
No.656083
MAIL

FILED
1972 JUN 15 PM 3:57

JOHN B. WRIGHT and ELIZABETH A. WRIGHT	*	IN THE
Plaintiffs	*	CIRCUIT COURT FOR
v.	*	ANNE ARUNDEL COUNTY
MARGARET N. COLE BOWMAN, et al	*	
Defendants	*	NO. 20,813 EQUITY

* * * * *

DECREE FORECLOSING EQUITIES OF REDEMPTION

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been completed in compliance with the provisions of law.

It is thereupon this 18th day of July, 1972, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED as follows:

1. That all rights of redemption of the following named defendants in this cause, or of anyone claiming by, from or under them, or any of them, in and to the property are hereby forever barred and foreclosed:

Margaret N. Cole Bowman	Lot 102, Section F, Annapolis Roads
Martin W. Bulin	Lot 19, Block K, Plat 2, Section 2 Hillsmere Estates

2. That an absolute and indefeasible title in fee simple to the aforementioned property, free and clear of all alienations and descents of the property occurring prior to this decree, and encumbrances thereon except taxes accruing subsequent to the date of the tax sale on April 5, 1971, and the public easements to which the same may be subject, is hereby vested in the plaintiffs, John B. Wright and Elizabeth A.

Wright, his wife.

3. That upon payment of the balances due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of the April 5, 1971 tax sale, the Controller of Anne Arundel County, his successor or other designee under applicable law, shall execute a deed conveying said property to the plaintiffs.

4. That the Clerk of this Court shall issue a certified copy of this decree to be served on the said Controller.

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

Wm. Harvey Boardmore
Judge

FILED
1972 JUL 18 PM 1:34

CHARLES HOWARD BRADFORD Route 3, Box 329-B Arnold, Maryland 21012	*	
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
RUSSELL C. TACKETT and BERTHA TACKETT Route 3, Box 329-A Arnold, Maryland 21012	*	FOR ANNE ARUNDEL COUNTY NO. 20,277 EQUITY
Defendants	*	

BILL OF COMPLAINT FOR INJUNCTION
AND DAMAGES AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Charles Howard Bradford, Plaintiff, by Serio, Hopper, Blumenthal & Carmody, his attorneys, complaining, says:

FIRST: The Plaintiff is the owner of Lot No. 73, as shown on the plat of Shore Acres, by virtue of a deed recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1511, folio 78, a copy of said deed being filed herewith as "Plaintiff's Exhibit A" and prayed to be taken as a part hereof. A copy of the plat of Shore Acres, which is recorded among the Land Records of Anne Arundel County in Plat Book 7, page 19, is filed herewith as "Plaintiff's Exhibit B" and prayed to be taken as a part hereof.

SECOND: The Defendants are the owners of Lot No. 74, as shown on the plat of Shore Acres, by virtue of a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 395, folio 14, a copy of said deed being filed herewith as "Plaintiff's Exhibit C" and prayed to be taken as a part hereof.

THIRD: That on February 17, 1965, the aforesaid Lot No. 73, owned by the Plaintiff, was surveyed by James D. Hicks, a registered surveyor, and that said survey is evidenced by a minor subdivision plat recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1835, folio 308, a copy of said survey being filed herewith as "Plaintiff's Exhibit D" and prayed to be taken as a part hereof.

FILED
1971 MAR 19 PM 2:22

FOURTH: That more than four years ago, the Plaintiff had a fence constructed along part of the common boundary line with Lot No. 74, owned by the Defendants, said fence constructed one foot removed from said common boundary line on Lot No. 73, owned by the Plaintiff; that two years ago additional sections of the fence were installed; and said construction was witnessed by the Defendants.

FIFTH: During March of 1971, the Defendants removed some of the supporting posts constructed by the Plaintiff; and the Defendants have given to the Plaintiff an ultimatum to remove within ten days that portion of the fence which has been constructed for over four years, and if same is not removed, the Defendants have threatened to remove same on their own volition.

SIXTH: The Defendants' wrongful conduct in obstructing and destroying part of the fence which the Plaintiff is presently erecting, and the Defendants' action in threatening to destroy and obliterate a portion of the existing fence constructed by the Plaintiff, has caused and continues to cause the Plaintiff to suffer and sustain irreparable loss, injury and damage, and unless the Defendants are promptly enjoined and commanded to refrain from closing, blocking or obstructing the same, the Plaintiff will continue to suffer and sustain such irreparable loss, injury and damage.

WHEREFORE, the Plaintiff prays:

A. THAT an injunction issue against the Defendants, enjoining and restraining them from blocking, obstructing or destroying the existing fence and the fence to be located on the Plaintiff's land, and from interfering with, impairing or hindering in any way the Plaintiff's use and enjoyment thereof.

B. THAT the Defendants be ordered and required to show cause, within fifteen days after service of process and a copy of this Bill of Complaint

against them, why the injunctive relief prayed herein should not be granted.

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

SERIO, HOPPER, BLUMENTHAL & CARMODY

Charles Howard Bradford
Charles Howard Bradford

By: Harry C. Blumenthal
Harry C. Blumenthal
212 Duke of Gloucester Street
P. O. Box 388
Annapolis, Maryland 21404
Telephone: 263-2658
Attorneys for Plaintiff

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

I HEREBY CERTIFY that on this 1st day of March, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHARLES HOWARD BRADFORD, the Plaintiff in the above-captioned matter, and he made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Harry C. Blumenthal
Notary Public

ORDER

Upon the aforegoing Bill of Complaint and Affidavit, it is this day of March, 1971, by the Circuit Court for Anne Arundel County, in Equity, ordered that the Defendants, Russell C. Tackett and Bertha Tackett, show cause, if any they may have, within 10 days after service of a copy of this Order and the aforegoing Bill of Complaint upon them, why the injunctive relief prayed in said Bill of Complaint should not be granted.

FILED
1971 MAR 23 PM 2:11

Matthew S. Evans
Judge

3

THIS DEED, Made this 26th day of September , in the year Nineteen Hundred Sixty-one (1961), by and between William L. Zalder and Frances Zalder, his wife, parties of the first part, hereinafter called GRANTORS and Charles Howard Bradford, single, party of the second part, hereinafter called GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid them by the party of the second part, and receipt whereof by the parties of the first part is hereby acknowledged, the said GRANTORS have bargained and sold, and by these presents do grant and convey unto the said Charles Howard Bradford, single, his heirs and assigns, in fee simple,

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the same on the Northwest side of Deep Creek Avenue at the distance of 360 feet Northeasterly from the corner formed by the intersection of the Northwest side of Deep Creek Avenue and the Northeast side of Hill Top Road, and at the Southeasternmost corner of lot no. 72 as laid out on the plat of Shoreacres hereinafter referred to; thence Northeasterly along the Northwest side of Deep Creek Avenue, 150 feet, more or less, to the Northwest side of Lot No. 74; thence Northeasterly along the Northwest side of Lot No. 74, 420 feet, more or less, to the waters of Deep Creek; thence Westerly along the waters of Deep Creek, 50 feet, more or less, to the Southeast side of Lot No. 72; thence Southwesterly along the Southeast side of Lot No. 72, 510 feet, more or less, to the place of beginning.

BEING lot no. 73 as laid out on the plat of Shoreacres, subdivided by the Cityco Realty Co. of Baltimore, and recorded in Plat Book G.W. Sec. 3, folio 209.

BEING the same property conveyed to the GRANTORS herein by Ida Schmidt and Emil Schmidt, her husband, and Charles E. Schmidt, widower, by deed dated October 23, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 117, folio 309.

SUBJECT, HOWEVER, to the restrictions and conditions found in Liber F.S.R. 23, folio 38.

FILED
1971 MAR 19 PM 2:22

PLAINTIFF'S EXHIBIT A

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

TO HAVE AND TO HOLD the above described property or parcel of land unto and to the proper use and benefit of the said Charles Howard Bradford, single, his heirs and assigns, in fee simple,

AND the said GRANTORS hereby covenant that they will Warrant Specially the title to the property hereby conveyed and that they will execute such other and further assurances that may be requisite or necessary.

WITNESS the hands and seals of the within GRANTORS.

Witness:

William L. Zalder (SEAL)

Madolin Ross

Frances Zalder (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 26th day of September ,1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William L. Zalder and Frances Zalder, his wife, and acknowledged the foregoing instrument of writing to be their act and deed.

Witness my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Madolin Ross, Notary Public

My Commission expires 5/6/63.

Rec'd for record Sept 26 1961 at 3.24 P.M.
Mailed to Hiegs E. Rullman

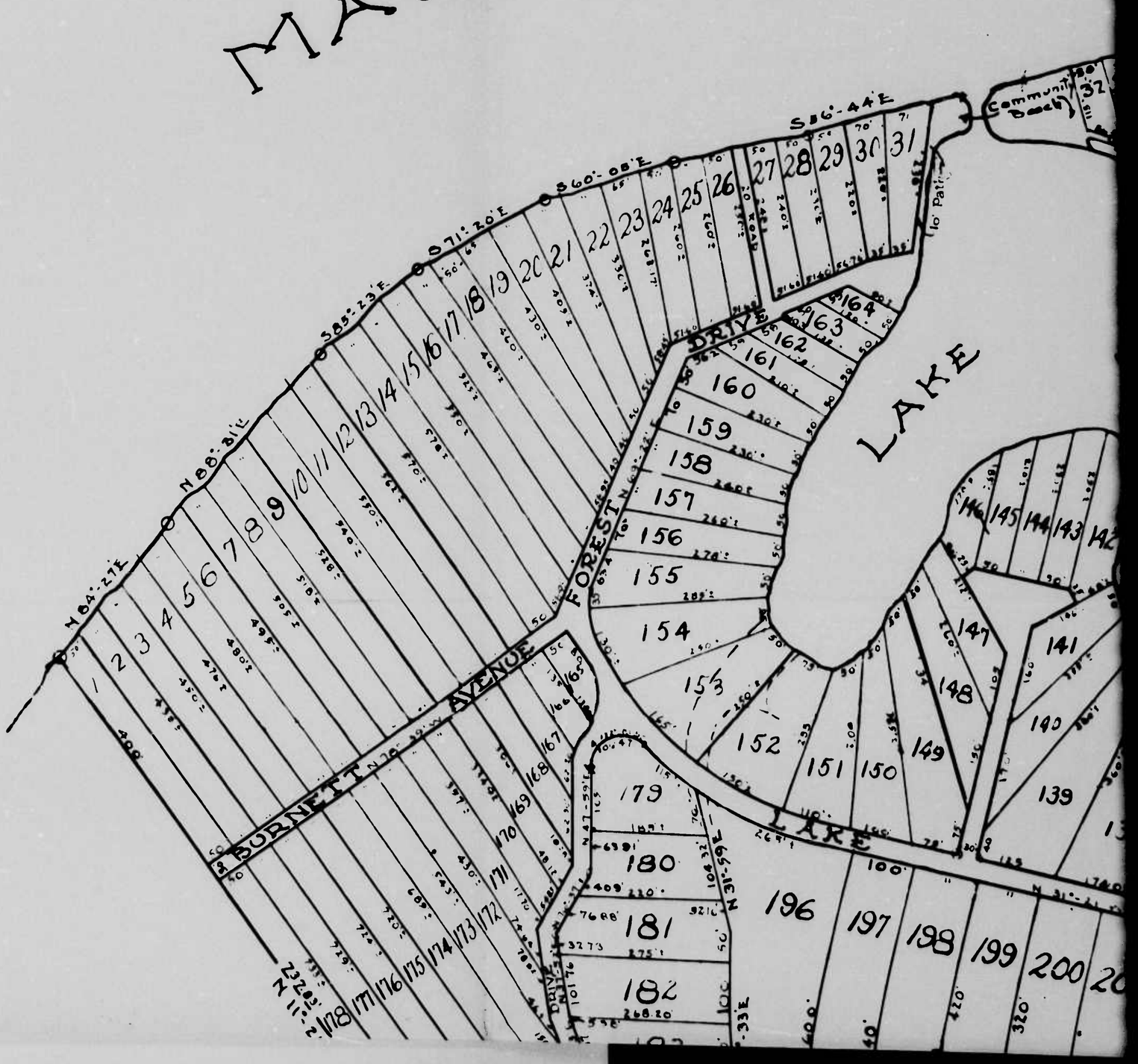
5

PLAT NO 377 BOOK NO 7 FOLIO 19 SPEED 22

BOOK 196 PAGE 91

BOOK 196 PAGE 92

MAGOTHY



SPEED 22

BOOK 196 PAGE 92

BOOK 19

MACGOTHY

RIVER

LAKE PLACID

MACGOTHY AVENUE

FOREST AVENUE

DRIVE

LAKE DRIVE

Community Bldg

To Path

S56°-29'E

S24°-26'E

S54°-54'E

S35°-15'E

S56°-44'E

S60°-05'E

S71°-20'E

S85°-23'E

N47°-59'E

N31°-59'E

N 31°-59'E

S 31°-59'W

S 35°-40'E

105.04'W

N 31°-33'E

N 31°-33'E

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60

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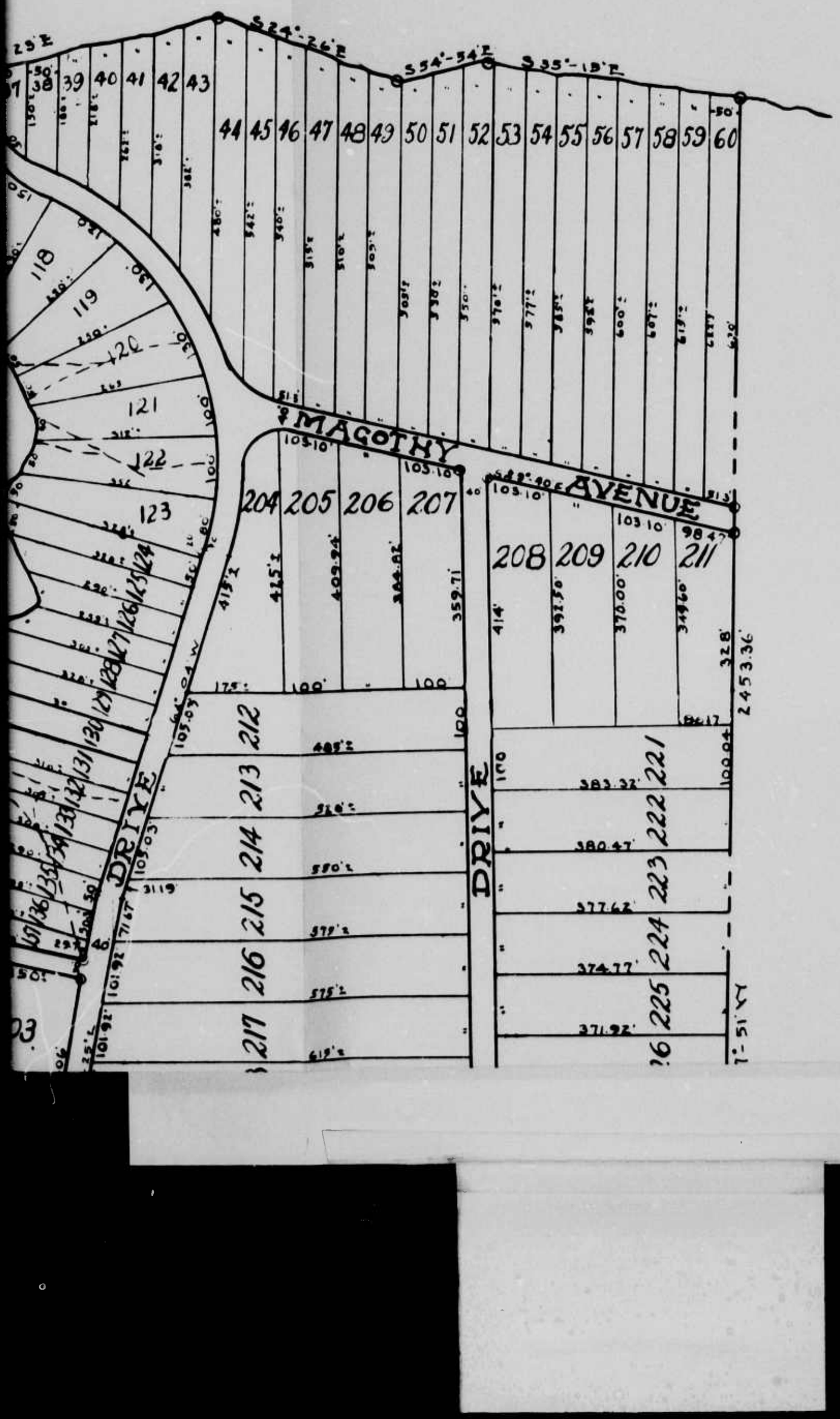
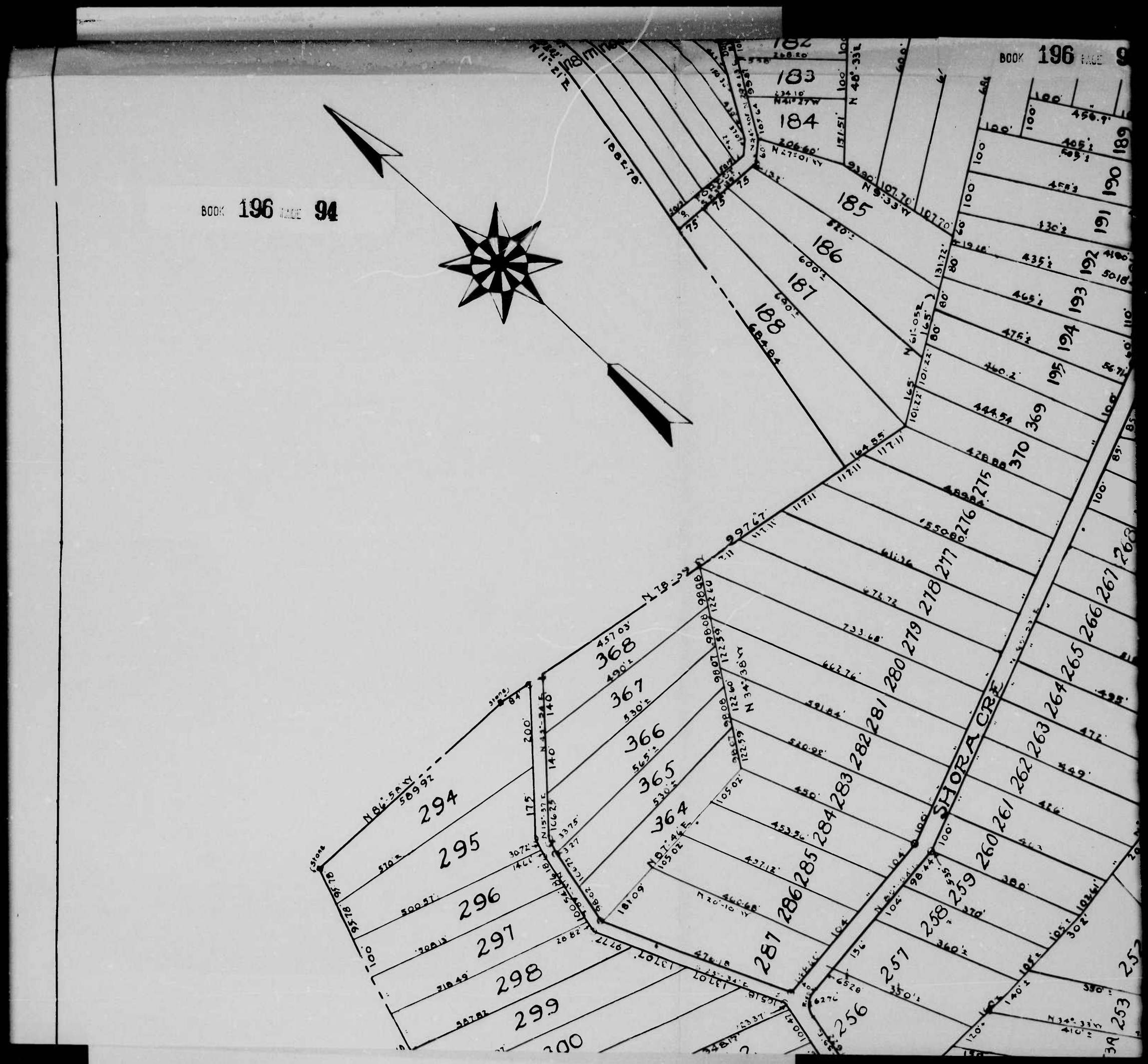
BOOK 196 PAGE 93

RIVER



BOOK 196 PAGE 94

BOOK 196 PAGE



BENNETTS
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BOOK 196 PAGE 96

BENNETTS

ROAD

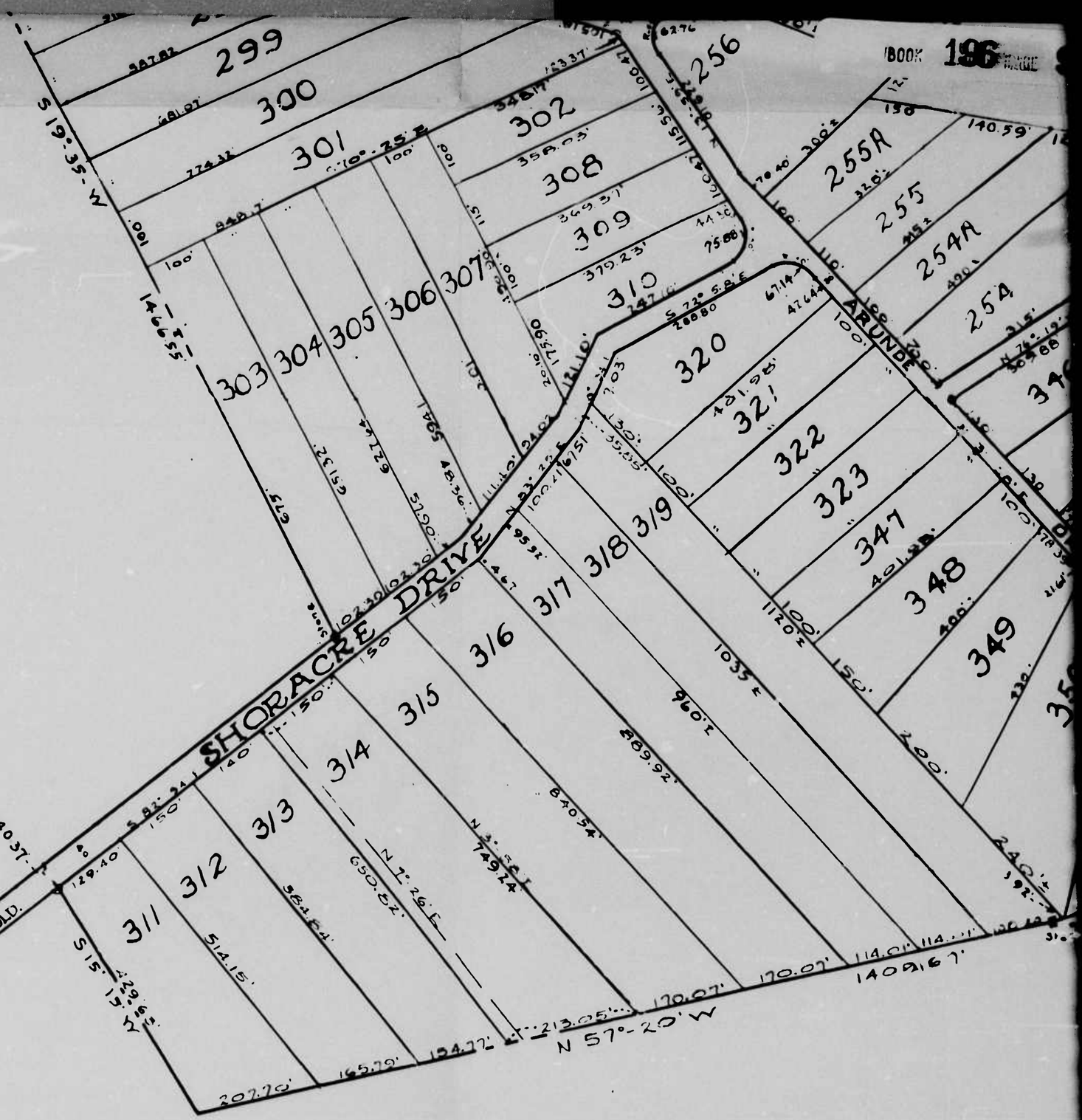
ARUNDEL

CREEK

DEEP

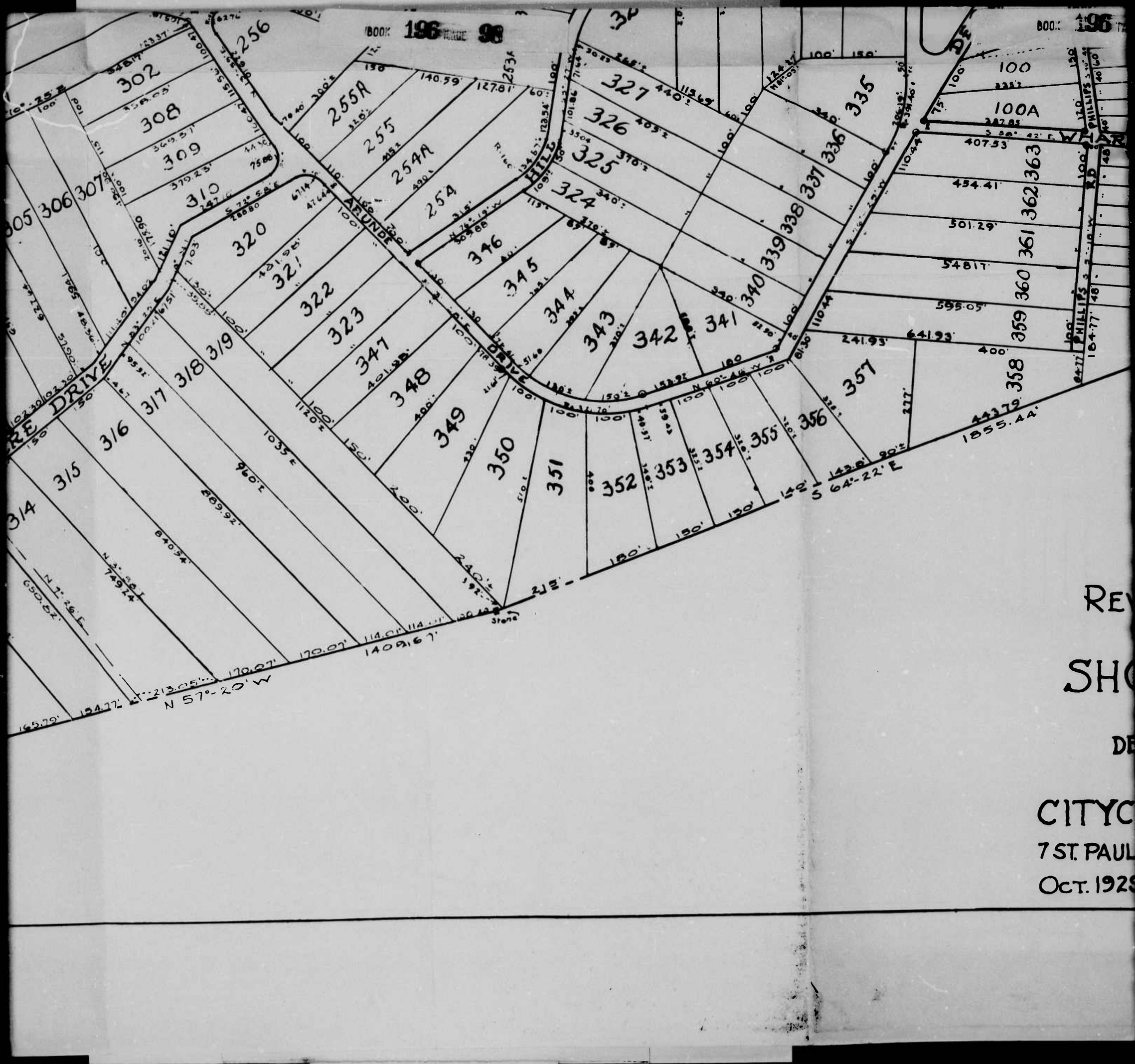
CREEK AVENUE

BOOK 196 PAGE 97



J. K. VICKERS, ENGINEER.

BOOK 196



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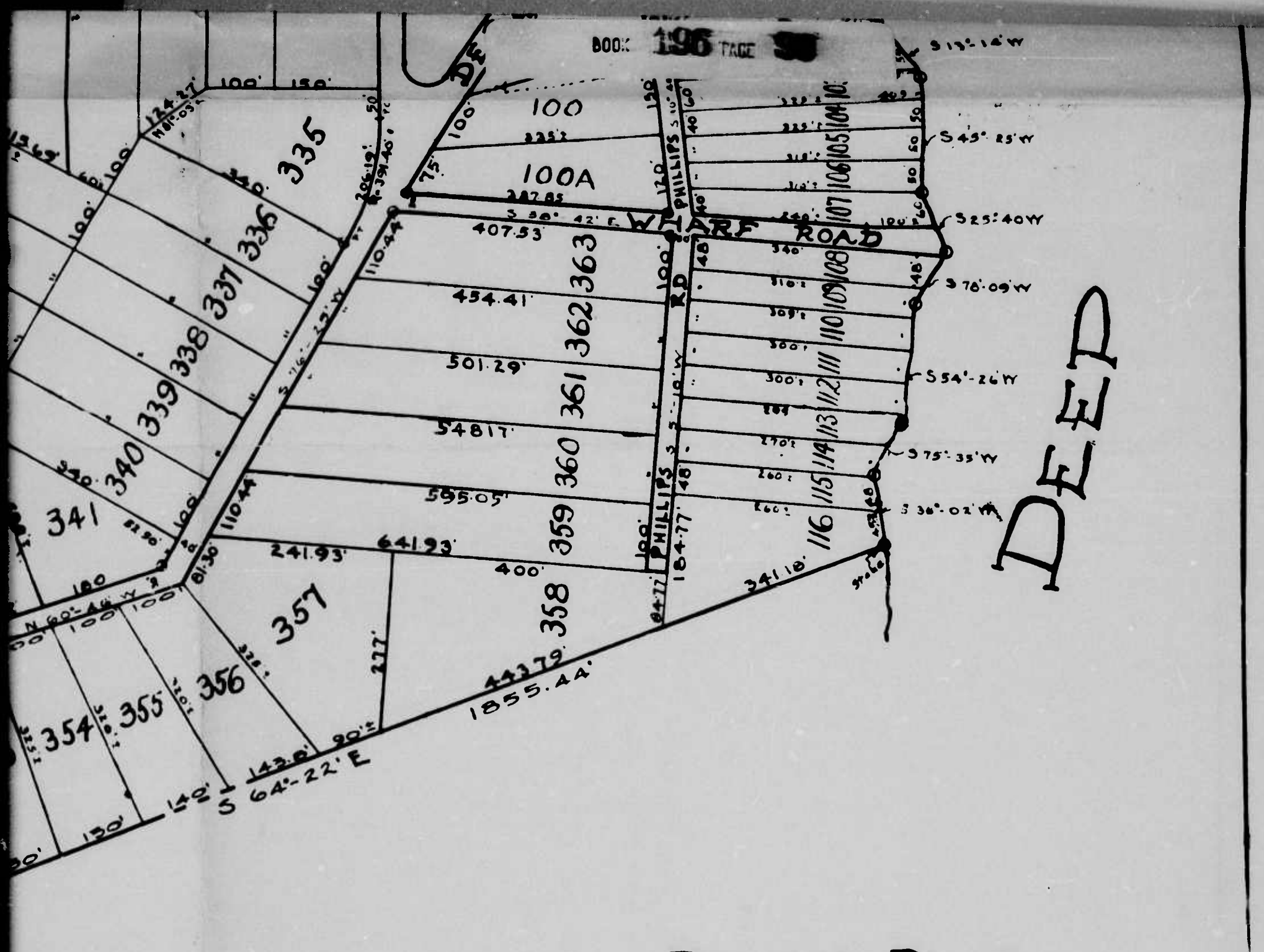
CITY C

7 ST. PAUL

OCT. 192

BOOK 196 PAGE 98



REVISED PLAT OF SHORACRES A DEVELOPMENT OF CITYCO REALTY CO.

7 ST. PAUL ST. BALTIMORE, MD.

OCT. 1929. SCALE, 1"=200'

FILED

1971 MAR 19 PM 2:22

PLAINTIFF'S EXHIBIT B

6-14

CHARLES HOWARD BRADFORD	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
RUSSELL C. TACKETT and BERTHA TACKETT	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 20,277
	*	

****

O R D E R

Upon the aforegoing Stipulation between the parties and in accordance with the survey conducted on behalf of the parties by Edward Hall, III and Associates, P. A. dated June, 1972, (a copy of the said survey attached hereto and hereby made a part of this Order), it is hereby Ordered this 20th day of July, 1972, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, that the Bill of Complaint for Injunction is dismissed and the boundary line as set forth on the plat referred to above and attached hereto is declared to be the correct line of division between the property of the respective parties known as Lots Number 73 and 74, revised Plat of Shore Acres and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 7, Folio 19.

James L. Wray
JUDGE

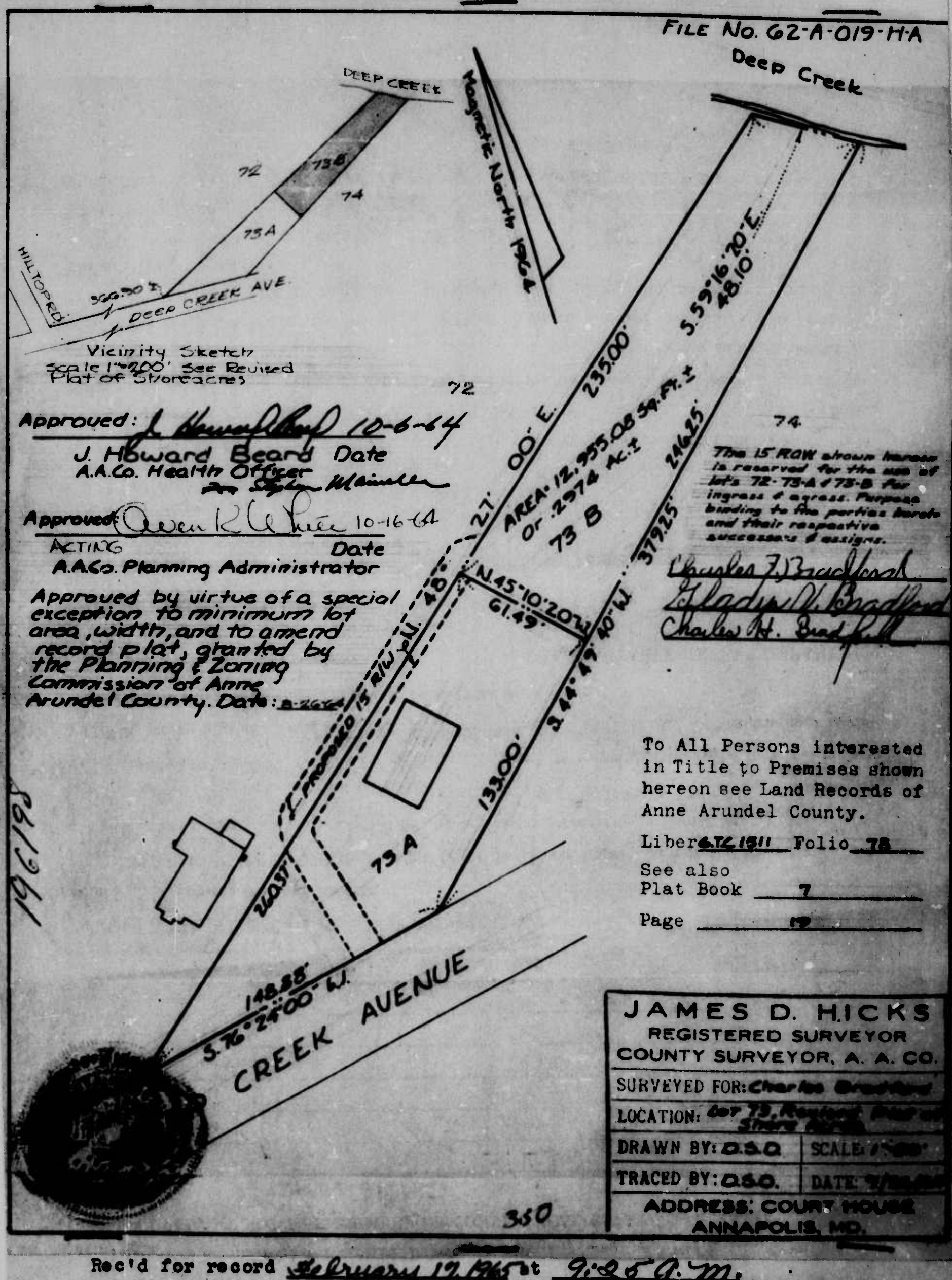
FILED
1972 JUL 20 PM 12: 52

28

BOOK 196 PAGE 101 BOOK 1835 PAGE 308

I, Charles H. Bradford, do hereby declare that the following plat is a plat of the property purchased by me in GTC 1511, folio 78.

FILE No. 62-A-019-H-A



Rec'd for record February 19, 1965 at 9:25 A.M.

Mailed to James D. Hicks

1971 MAR 19 PM 2:22

Charles H. Bradford (SEAL)
Charles H. Bradford

PLAINTIFF'S EXHIBIT D

WITNESS: RUSSELL C. TACKETT (SEAL)

LOUIS M. STRAUSS BERTHA TACKETT (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Russell C. Tackett and Bertha Tackett, his wife, and they acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) DORIS F. MOORE

NOTARY PUBLIC

EXPIRES MAY 1947

Recorded 9th. December, 1946 at 3:15 P.M.

NO STAMPS NECESSARY:

THIS DEED, made this 7th day of December, 1946, by Louis M. Strauss, Trustee, party of the first part, and Russell C. Tackett and Bertha Tackett, his wife, parties of the second part.

WITNESSETH that for and in consideration of the sum of One Dollar and in execution of the trust and confidence reposed in him, Louis M. Strauss, Trustee, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County simultaneously with these presents, the said Louis M. Strauss, Trustee, does by these presents grant and convey unto the said Russell C. Tackett and Bertha Tackett, his wife, as tenants by the entireties, in fee simple, the following property:

BOOK 196 PAGE 102

Ernest dft to Bertha Tackett 6/21/47

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PLAINTIFF'S EXHIBIT C

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

BEGINNING for the same on the Northwest side of Deep Creek Avenue at the distance of Five Hundred Ten (510) feet, more or less, Northeasterly from the North corner of Deep Creek Avenue and Hilltop Road, and at the East corner of Lot No. 73 as laid out on the plat of Shoreacres hereinafter referred to; thence Northeasterly along the Northwest side of Deep Creek Avenue One Hundred Twenty (120) feet, more or less, to the Northwest side of Lot No. 75; thence Northeasterly along the Northwest side of Lot No. 75 Three Hundred Ten (310) feet, more or less, to the waters of Deep Creek: thence Westerly along the waters of Deep Creek Fifty (50) feet, more or less, to the Southeast side of Lot No. 73; thence Southwesterly along the Southeast side of Lot No. 73 ~~One~~ Four Hundred Twenty (420) feet to the place of beginning. Being Lot No. 74 as laid out on the plat of Shoreacres subdivided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County in Plat Book G.W. Section 3, folio 209.

BEING the same property which was conveyed to Louis M. Strauss, Trustee, by deed of even date herewith, and intended to be recorded among among the Land Records of Anne Arundel County prior hereto.

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

TO HAVE AND TO HOLD the land 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 Russell C. Tackett and Bertha Tackett, his wife, as tenants by the entireties, in fee simple.

WITNESS the hand and seal of the said Grantor

every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the land 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 Russell C. Tackett and Bertha Tackett, his wife, as tenants by the entireties, in fee simple.

WITNESS the hand and seal of the said Grantor.

TEST: LOUIS M. STRAUSS, (SEAL) TRUSTEE

MATTHEW S. EVANS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of December, 1946, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Louis M. Strauss, Trustee, and he acknowledged the foregoing deed to be his act.

WITNESS my hand and Notarial Seal.

DORIS F. MOORE

(NOTARIAL SEAL) NOTARY PUBLIC

EXPIRES MAY 1947

Recorded 9th. December, 1946 at 3:15 P.M.

NO TITLE SEARCH: M.I.A.

INT. REV. STAMP $.55 - MD. STATE STAMP $.50

THIS DEED, Made this 16" day of November in the year Nineteen hundred and forty six, by and between the BEVERLEY BEACH DEVELOPMENT COMPANY, a body corporate, duly incorporated, under the laws

BOOK 196 PAGE 104

x Del. to L. M. Strauss
12-25-47
A.M.E.

BOOK 196 PAGE 105

CHARLES HOWARD BRADFORD	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
RUSSELL C. TACKETT and BERTHA TACKETT	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 20,277
	*	

****

ANSWER TO BILL OF COMPLAINT FOR INJUNCTION AND SHOW CAUSE ORDER

Now comes Russell C. Tackett and Bertha Tackett, his Wife, Defendants, by Biener, Connell and Clinton, their attorneys, and in answer to the Bill of Complaint for Injunction and Show Cause Order say:

1. That they admit the allegations contained in Paragraphs 1 and 2 of the said Bill of Complaint.

2. That they neither admit nor deny the allegations contained in Paragraph 3 of the said Bill of Complaint as they have no knowledge of the same.

3. That for answer to Paragraph 4 of the said Bill of Complaint, the Defendants have no knowledge as to when the fence was constructed for more than four years ago and for further answer, your Defendant says that two years ago while the Plaintiff was constructing said fence, he warned the Plaintiff not to construct the fence upon his property and the Plaintiff discontinued the construction of the fence at that location.

4. That they admit the allegations contained in Paragraph 5 of the said Bill of Complaint.

6. That they deny the allegations contained in Paragraph 6 of the said Bill of Complaint and for further answer say that if the Defendants allowed the Plaintiff to construct the fence at the location and in the manner in which the Plaintiff

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17

desire, the Defendants' property will be encroached upon and ultimately they will lose rights to land they rightfully own.

WHEREFORE, the Defendants pray that this Bill of Complaint be dismissed with its proper costs.

BIENER, CONNELL & CLINTON

Russell C. Tackett
RUSSELL C. TACKETT

Bertha Tackett
BERTHA TACKETT

BY: Jerome F. Connell Sr.
Jerome F. Connell, Sr.
Attorney for Defendants
456 Old Quarterfield Road
Post Office Box 610
Glen Burnie, Maryland 21061
Telephone: 761-2430

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of April, 1971, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RUSSELL C. TACKETT and BERTHA TACKETT and made oath in due form of law that the matters and facts herein contained are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Isabel A. Ridge
NOTARY PUBLIC

ISABEL A. RIDGE NOTARY PUBLIC ANNE ARUNDEL CO.

I HEREBY CERTIFY that on this 19th day of April, 1971, a copy of the aforegoing Answer to Bill of Complaint for Injunction was mailed to Harry C. Blumenthal, Esquire, 212 Duke of Gloucester Street, P. O. Box 388, Annapolis, Maryland 21404.

Jerome F. Connell Sr.
Jerome F. Connell, Sr.

20

CHARLES HOWARD BRADFORD	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
RUSSELL C. TACKETT and BERTHA TACKETT	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 20,277

****

STIPULATION

The parties hereto, together with their respective Counsel, met on December 27th, 1971, at the Court House, Annapolis, Maryland, in a pre-trial conference to determine a method of settling the dispute over their boundary lines, which is the subject of this litigation. As a result of the conference, the parties hereby stipulate and agree that a survey will be conducted jointly on behalf of the parties by Edward Hall, III and James D. Hicks, both Registered Surveyors, in an effort to determine the division line between Lots 73 and 74 of the Subdivision known as Shore Acres. The parties agree that the Surveyors shall determine the division line by first extending the division line between Lots 72 and 73 and Lots 74 and 75 out into the water known as Deep Creek for the distance shown on the Plat of Shore Acres, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, Folio 209. After extending the said division lines between Lots 72 and 73 and Lots 74 and 75, the Surveyors shall establish a point equal distance between the two division lines and extend a line from that point to a point shown on the Plat attached hereto and encircled in red on the Road known as Deep Creek Avenue as shown on the attached Plat. The Parties further agree that this new division line established by this method shall determine the line of division between their respective properties.

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The parties further agree and stipulate that after the new division line is established they will enter into a Consent Decree to be prepared by their respective Counsels regardless of how the new division line affects their respective rights with respect to their respective properties.

The parties further agree that they will equally share the costs of the joint survey to be conducted under the terms of this Stipulation and the court costs resulting from the litigation in which they are now involved concerning this boundary dispute.

Charles Howard Bradford

CHARLES HOWARD BRADFORD

(Deceased)

MILDRED B. BRADFORD

Russell C Tackett

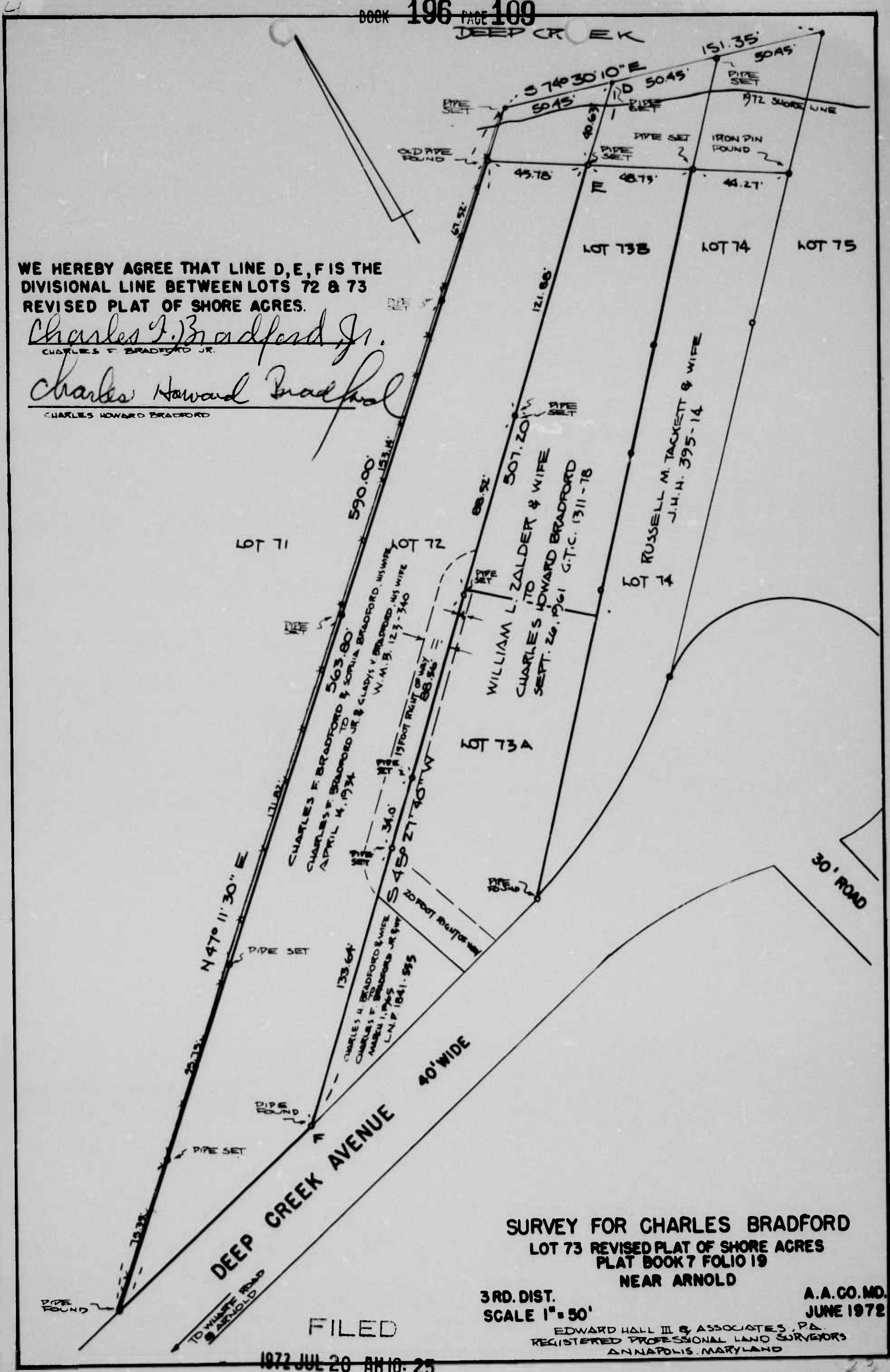
RUSSELL C. TACKETT

Bertha Tackett

BERTHA TACKETT

27

BOOK 196 PAGE 109



SURVEY FOR CHARLES BRADFORD
LOT 73 REVISED PLAT OF SHORE ACRES
PLAT BOOK 7 FOLIO 19
NEAR ARNOLD

3RD. DIST.
SCALE 1" = 50'

A.A. CO. MD.
JUNE 1972

EDWARD HALL III & ASSOCIATES, P.A.
REGISTERED PROFESSIONAL LAND SURVEYORS
ANNAPOLIS, MARYLAND

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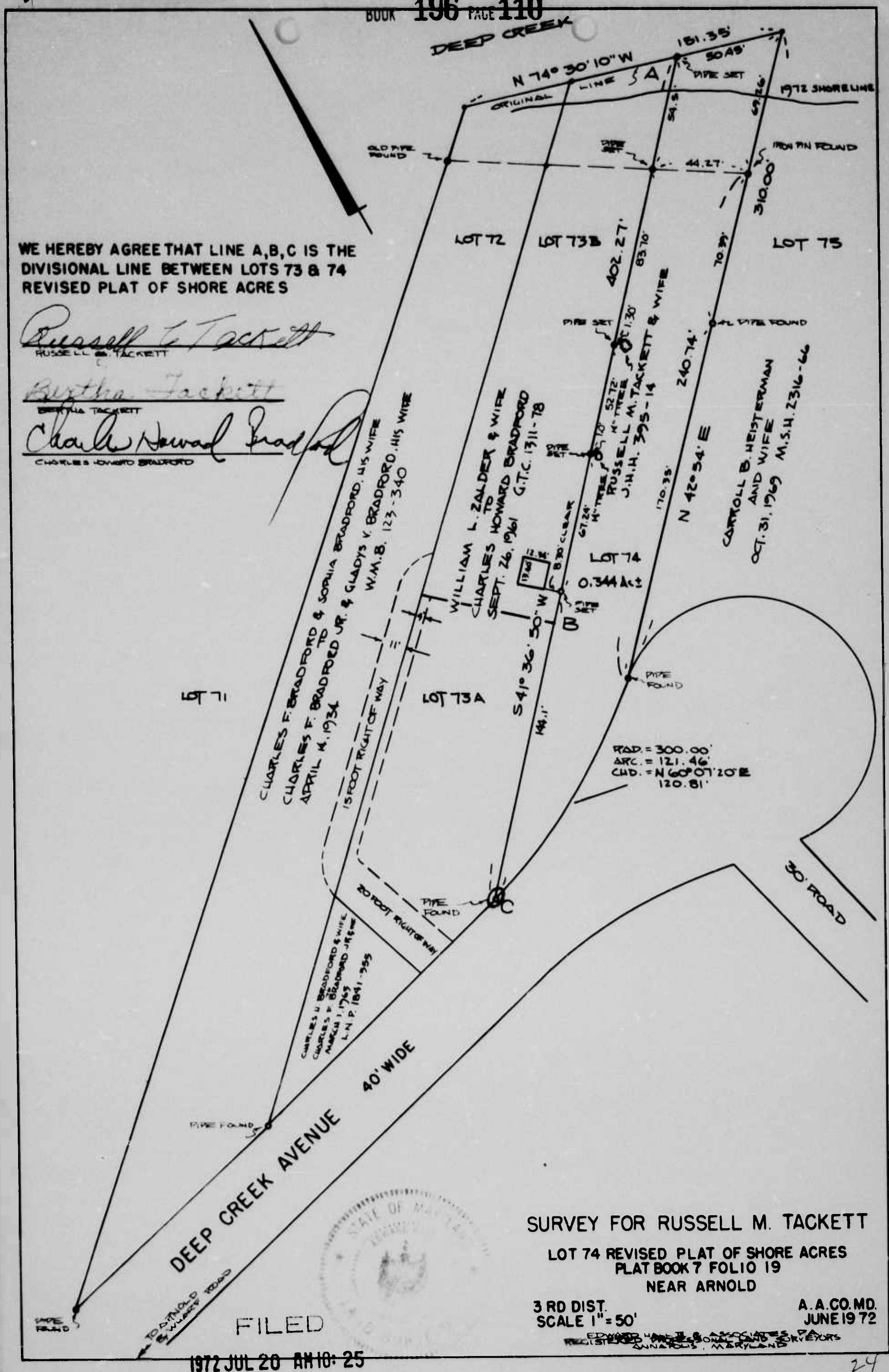
BOOK 196 PAGE 110



SURVEY FOR RUSSELL M. TACKETT

LOT 74 REVISED PLAT OF SHORE ACRES
PLAT BOOK 7 FOLIO 19
NEAR ARNOLD

3 RD DIST. A.A.CO.MD.
SCALE 1" = 50' JUNE 1972

EDWARD H. HALL II & ASSOCIATES, P.A.
REGISTERED PROFESSIONAL LAND SURVEYORS
ANNAPOLIS, MARYLAND

FILED

1972 JUL 20 AM 10: 25

24

EDWARD HALL, III
REGISTERED LAND SURVEYOR NO. 1962
RICHARD W. WALKER
REGISTERED LAND SURVEYOR NO. 5418

BOOK 196 PAGE 111

MEMBER MARYLAND SOCIETY OF SURVEYOR

PROPERTY SURVEYS
SUBDIVISIONS
LAND PLANNING
TOPOGRAPHY

EDWARD HALL. III & ASSOCIATES P. A.
1 KING CHARLES PLACE TELEPHONE 263-3841
P. O. BOX 1629, ANNAPOLIS, MARYLAND 21404

June 7, 1972

DESCRIPTION OF LOT NUMBER 74, SHORE ACRES, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found at the intersection of the divisional line between Lots Numbers 74 and 75 with the northwesternmost side of the cul-de-sac at the end of Deep Creek Avenue shown on the Revised Plat of Shore Acres recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio Number 19; thence leaving said Deep Creek Avenue and running with said divisional line as now surveyed--with meridian based on a plat made by J. Revell Carr, Registered Surveyor, dated April 25, 1949, and recorded in 1046 Law in the Circuit Court of Anne Arundel County in the Case of Karl Buenzow and wife VS. John E. Swanke and wife--North 42 degrees 54 minutes East 240.74 feet to an iron pipe there found; thence continuing North ~~24~~ 42 degrees 54 minutes East 69.26 feet to the shoreline of Deep Creek as shown on said Plat of Shore Acres; thence leaving said Lot Number 75 and running with said shoreline--as established in January 1924--North 74 degrees 30 minutes 10 seconds West 50.45 feet to the divisional line between Lots Numbers 73 and 74 shown on said Plat of Shore Acres; thence leaving said shoreline and running with said divisional line South 41 degrees 36 minutes 50 seconds West 54.51 feet to an iron pipe there set; thence continuing South 41 degrees 36 minutes 50 seconds West 83.70 feet to an iron pipe there set; thence continuing South 41 degrees 36 minutes 50 seconds West 52.72 feet to an iron pipe there set; thence continuing South 41 degrees 36 minutes 50 seconds West 67.24 feet to an iron pipe there set distant 8.3 feet from the Southeast corner of a concrete block building on Lot Number 73; thence continuing South 41 degrees 36 minutes 50 seconds West 144.10 feet to an iron pipe found on the said Northwesternmost side of Deep Creek Avenue; thence leaving said Lot Number 73 and running with said side

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June 7, 1972

of said Avenue with a curve to the left having a radius of 300.0 feet on an arc of 121.46 feet; said arc having a chord of North 60 degrees 07 minutes 20 seconds East 120.81 feet to the Place of Beginning. Containing 0.344 Acres, more or less, According to a survey and plat made by Edward Hall, III & Associates, Registered Professional Land Surveyors, P. A., in May 1972.

BEING intended to be the same property conveyed by Louis M. Strauss, Trustee, to Russell M. Tackett and Bertha Tackett, his wife, by deed dated December 7, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 395, Folio 14; and is Lot Number 74 as shown on the Revised Plat of Shore Acres filed among the Plat Records of Anne Arundel County in Plat Book 7, Folio 19.

CHARLES HOWARD BRADFORD	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	for
RUSSELL C. TACKETT and BERTHA TACKETT	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 20,277

****

C O N S E N T

The Parties hereto have fully read and understand the provision of the above Order and hereby consent to its passage together with their respective attorneys.

Harry C. Blumenthal
HARRY C. BLUMENTHAL, Attorney

Charles Howard Bradford
CHARLES HOWARD BRADFORD

(Deceased)
MILDRED B. BRADFORD

Russell C Tackett
RUSSELL C. TACKETT

Jerome F. Connell Sr.
JEROME F. CONNELL, SR., Attorney

Bertha Tackett
BERTHA TACKETT

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1972 JUL 20 AM 10: 26

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BOOK 196 PAGE 114

RAYMOND PULLMAN
4710 Old Owensville Road,
Harwood, Maryland 20776

Complainant

vs

DESIGNED CONTRACTS, INC.
201 Stoddert Avenue,
Waldorf, Maryland

and

PAUL M. NUSSBAUM
3723 34th Street,
Mt. Rainier, Maryland 20822

Respondents

: IN THE

: CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: EQUITY NO. 20,332

.. ..

BILL OF COMPLAINT FOR REFORMATION
OF DEED AND MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint to reform Deed and Mortgage executed by and recorded by Raymond Pullman, by his Solicitor, William J. Boehm, respectfully represents:

1. That a Deed and Purchase Money Mortgage in question covering the same parcel of ground are marked Exhibit No. 1 and Exhibit No. 2 respectively, certified copies attached hereto and prayed to be taken as a part hereof.

2. That the relief being sought is to have the Court reform said Deed and Mortgage (Exhibits No. 1 and No. 2) by interlineating and inserting in granting clause the words "Life Tenant" after Helene Puhlmann as grantor in said deed and the word "Remainderman" after Raymond Pullman, as Grantor, which words and designation were inadvertently omitted when said instruments were prepared by Paul M. Nussbaum, attorney for the Grantee and purchaser who acquired said property in furtherance of a Contract of Sale, which Contract of Sale is marked Exhibit No. 3, a photostatic copy of which is attached hereto and prayed to be taken as a part hereof.

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WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

3. The designations of "Life Tenant" and "Remainderman" was created by deed dated the 2nd day of February 1960, wherein Helene Puhlmann (mother) reserved unto herself a life estate and upon her death remainder over to Raymond Pullman (son); said deed having been recorded among the Land Records of Anne Arundel County in Liber No. 1380 folio 33; certified copy marked Exhibit No. 4, attached herewith and prayed to be taken as a part hereof.

4. That on the 10th day of January 1969, Helene Puhlmann, Life Tenant, and Raymond Pullman, Remainderman, entered into a Contract of Sale for the sale of real estate described in Exhibit No. 3 herein (approximately 81.06 acres of land) unto Fairway, Inc., a body corporate of the State of Maryland, which contract (Exhibit No. 3) was duly assigned to Designed Contracts, Inc., one of the within Respondents. The specific intention of the sellers being to preserve the Life Estate and Remainderman provisions heretofore set forth in the deed (Exhibit No. 4) which was duly explained to and understood by the purchaser of said property.

5. That further, on March 18, 1970, Helene Puhlmann, Life Tenant, and Raymond Pullman, Remainderman, executed a deed of the aforedescribed property (Exhibit No. 1) unto Designed Contracts, Inc., Assignee purchaser, in fulfillment of their obligation under the aforesaid Contract of Sale; said deed of conveyance was prepared by Paul M. Nussbaum, attorney for purchaser.

6. Simultaneously, upon the execution of the deed (Exhibit No. 1) the said Respondent, Designed Contracts, Inc., duly executed a Purchase Money Mortgage back to the sellers which Purchase Money Mortgage was also prepared by Paul M. Nussbaum, attorney for the purchaser (Exhibit No. 2) to secure the balance of the purchase price ($146,955.60) upon the property described in the aforesaid deed (Exhibit No. 1).

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS, MD.

7. That the payments were duly made unto Helene Puhlmann, Life Tenant, and Raymond Pullman, Remainderman, under the terms of the Contract of Sale and in furtherance of the understanding to preserve relationship of Life Tenant and Remainderman that on or about June 13, 1970. The said Helene Puhlmann departed this life (Certified copy of Death Certificate filed herewith, marked Exhibit No. 5 and prayed to be taken as a part hereof) and that Designed Contracts, Inc., after the death of Helene Puhlmann, in furtherance of the intention of the parties recognized the intention of the parties and understanding of the sale, made payments on said mortgage debt to Raymond Pullman, surviving remainderman, individually, and said Raymond Pullman, as such, executed released for some of the property mortgaged.

A purchaser of part of the property mortgaged is uncertain as to the ownership of said mortgage and debt after the death of said Helene Puhlmann because of the wording of the mortgage and the naming of the mortgagees therein does not set out the ownership of said mortgage and debt in Raymond Pullman, as remainderman, and to clarify any further releases and establish as of record the true ownership in said mortgage and debt thereby secured in and unto Raymond Pullman as intended, this Bill of Complaint is filed to reform the mortgage to show the true and clear intent and ownership of said mortgage and debt so that Raymond Pullman can execute partial or full releases of said mortgage and mortgage debt.

8. That the failure to properly designate Life Tenant and Remainderman as Grantors in deed and Mortgagees in Mortgage was a mutual inadvertance between all parties concerned (or involved).

9. That your Complainant is filing this proceeding to have the deed (Exhibit No. 1) and the mortgage (Exhibit No. 2) reformed in order that the omissions and inadvertence created in said deed and mortgage can

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS MD.

be corrected in order that Raymond Pullman, suviving remainderman, can execute the necessary releases requested by the Respondent, Designed Contracts, Inc., as provided for in said mortgage.

TO THE END, THEREFORE:

(a) That the Court assume jurisdiction in this matter to pass an Order to interlineate, insert and re-record the deed and mortgage to the effect of having the words "Life Tenant" after Helene Puhlmann and "Remainderman" after Raymond Pullman, which were inadvertently omitted when said instruments were originally prepared by Paul M. Nussbaum, attorney for the Designed Contracts, Inc.

(b) And for such other and further relief in the premises as his cause in equity may require.

AND, AS IN DUTY BOUND, etc.

William J. Boehm
Solicitor for Complainant
124 South Street
Annapolis, Maryland 21401
Telephone: 267-7310

Raymond Pullman, Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this _____day of _____, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in the for the County aforesaid, personally appeared Raymond Pullman, and he made oath in due form of law that the matters, facts and information set forth in the aforegoing Bill of Complaint are true as therein set forth to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

_____
William J. Boehm

WILLIAM J. BOEHM
ATTORNEY AT LAW
ANNAPOLIS MD.

BOOK 196 PAGE 118

$227,820

211-K

This Deed

Made this 18th day of March in the year 1970, by and between [illegible] widowed and unremarried, and Raymond Pullman, copartner (also known as Raymond Pullman being also known of record as Raymond Pullman)

of the first part, and

[illegible], Inc., a Maryland corporation

party of the second part:

Witnesseth, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the party of the second part, the heirs

and assigns in fee simple, the following described land in [illegible] with the improvements and appurtenances thereunto belonging, situate, lying and being in [illegible] County, State of Maryland, namely:

[illegible]

Case No. 20,232
☑ Plaintiff's/~~Defendant's~~ Exhibit #1
☐ Defendant's
☑ Admitted in Evidence 5-26-70
☐ For Identification

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
ANNE ARUNDEL COUNTY, MD.

70 MAR 26 AM 9:37

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness, their hands and seals the day and year first hereinbefore written.

Witness:

Marian S. Dimmette — Helen Pullman [SEAL]
MARIAN S. DIMMETTE — Helen Pullman
as to both — Raymond Pullman [SEAL]
Raymond Pullman

STATE OF MARYLAND
COUNTY OF Anne Arundel } to-wit:

I, Marian S. Dimmette a Notary Public in and for the State and County aforesaid, DO HEREBY CERTIFY that Helen Pullman and Raymond Pullman parties to a certain Deed bearing date on the 18th day of March 1970, and hereto annexed, personally appeared before me in said State and County, the said parties being personally well known to me (or satisfactorily proven) as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and seal this 18th day of March

My Commission Expires:
July 1, 1970

Marian S. Dimmette
MARIAN S. DIMMETTE Notary Public

Exhibit 1

RECORDED — FEE — $11.50
RECEIVED — TAX — $56.00
RECORDED — SIT — 113.30

GENERAL TEST INDICATES STATE PROPERTY TRANSFER TAX

P.T.C.T.A.C.
P.T.C.T.A.C.
P.T.C.T.A.C.

ACCOUNT
ACCOUNT
ACCOUNT

LIBER 2391 FOLIO 422

Schedule "A"

All that piece or parcel of land situate, lying and being in the Election District, Anne Arundel County, Maryland, being more particularly described as follows:

BEING a part of the land conveyed to Raymond Robinson by Helena Robinson, widow, by deed dated on the [illegible] and recorded in a deed among the land records of Anne Arundel County in Liber 1541 Folio 31, said land being situate on the Easterly Election District of Anne Arundel County, Maryland.

BEGINNING for the same at an iron pipe found South 78 degrees 30 minutes 48 seconds East, 2.00 feet from the Southeasterly corner of Parcel "A" as shown on a plat entitled "Resubdivision of Parcels "A" & "B", Robinson Property" recorded among the aforesaid land records in Plat Book 53 at Folio 31 thence;

South 78 degrees 30 minutes 31 seconds East, 2143.35 feet to a point in the westerly line of the land obtained by the Baltimore Gas & Electric Company, as recorded among the aforesaid land records in Liber 1535 at Folio 180; thence with the same;

South 10 degrees 46 minutes 56 seconds West, 1235.41 feet to a point and

South 87 degrees 41 minutes 31 seconds West, 748.30 feet to a point where the aforesaid Westerly line of the Baltimore Gas & Electric Company's land meets the Northerly line of the land which Charles Silver et al obtained by a deed recorded among the aforesaid land records in Liber GW 16 at Folio 499, thence with the same;

South 84 degrees 09 minutes 35 seconds West, 812.34 feet to an iron pipe found at the Southeasterly corner of the land which Paul and Lillie J. Robinson obtained by a deed recorded among the aforesaid land records in Liber 1541 at Folio 307, thence with the Northeasterly line of the same;

North 43 degrees 51 minutes 30 seconds West, 330.00 feet to the Northeasterly corner of the land contained aforesaid; thence with the Northwesterly line of the aforesaid Paul and Lillie J. Robinson property;

South 30 degrees 38 minutes 02 seconds West, 833.32 feet to a point in the Easterly right of way line of Waugh Chapel Road (30 feet wide), thence with the same;

North 45 degrees 38 minutes 06 seconds West, 329.02 feet to a point of curvature, thence 68.37 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet and a long chord bearing and distance of

North 36 degrees 36 minutes 43 seconds West, 68.11 feet to a point where said Easterly right of way line of Waugh Chapel Road is joined by the Southerly line of the land obtained by Kenneth L. and Pamela P. Nichols as recorded among the aforesaid land records in Liber 1801 at Folio 332, thence with the same;

North 78 degrees 15 minutes 12 seconds East, 330.73 feet to an iron pipe found and thence

North 11 degrees 45 minutes 20 seconds West, 251.85 feet to an iron pipe found and thence

South 78 degrees 15 minutes 12 seconds West, 341.40 feet to a point in the Easterly right of way line of the aforementioned Waugh Chapel Road, thence with the same;

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LAW OFFICES—RICHELT, NUSSBAUM & BROWN

BOOK 196 PAGE 120

LIBER 2334 PAGE 423

144.88 feet along the arc of a curve to the left, said curve having a radius of 659.00 feet and a long chord bearing and distance of

North 13 degrees 17 minutes 27 seconds West, 144.59 feet to a point of tangency and thence

North 23 degrees 39 minutes 38 seconds West, 269.67 feet to a point of curvature, thence 200.37 feet along the arc of a curve to the left, said curve having a radius of 686.00 feet and a long chord bearing and distance of

North 27 degrees 40 minutes 31 seconds West, 199.50 feet to a point of tangency and thence

North 31 degrees 21 minutes 23 seconds West, 54.58 feet to a point of curvature, thence 166.11 feet along the arc of a curve to the right, said curve having a radius of 335.00 feet and a long chord bearing and distance of

North 17 degrees 09 minutes 00 seconds West, 164.43 feet to a point of tangency and thence

North 02 degrees 56 minutes 40 seconds West, 276.03 feet to the point of beginning.

The total area contained by the aforegoing amounts to 3,673,506 square feet or 84.3700 Acres more or less. For description of Robert J. Banks & Associates.

mailed to Chicago Title, Inc.

LAW OFFICES—REICHELT NUSSBAUM & BROWN

-6-

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MORTGAGE FEE—CITY OR COUNTY—Form 14.

BOOK 196 PAGE 121

211-N

LIBER 2334 FOLIO 424

THIS MORTGAGE, Made this 18th day of March

in the year nineteen hundred and seventy by and between

Designed Contracts, Inc., a Maryland corporation

Mortgagor of the County of Charles, in the State of Maryland, of the first part, and

Helene Puhlmann and Raymond Pullman, Mortgagees, of the second part:

Whereas, the said party of the first part stands justly and bona fide indebted unto the parties of the second part in the principal sum of One Hundred Forty-six Thousand Nine Hundred Forty-four and 60/100 ----------($146,944.60) Dollar being deferred purchase money, which principal sum the said party of the first part has covenanted and agreed to repay to said parties of the second part on or before March 18, 1975, with interest at the rate of Six (6%) per centum per annum until paid. Principal and interest shall be payable in five (5) equal annual installments commencing on the 18th day of March, 1971, and continuing on the 18th day of March of each year thereafter until paid. ENTIRE BALANCE OF PRINCIPAL AND INTEREST SHALL BECOME DUE AND PAYABLE FIVE (5) YEARS AFTER DATE HEREOF.

The party of the first part hereof shall have the privilege to make larger payments on account of principal in any amount at any time without penalty.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Designed Contracts, Inc.

does grant and convey unto Helene Puhlmann and Raymond Pullman, their heirs and assigns, in fee simple, all that certain lot or parcel of ground situate and lying in the County of Anne Arundel, State of/ Maryland, and described as follows, to wit:—

SEE SCHEDULE "A" ATTACHED HERETO FOR PROPERTY DESCRIPTION.

Case No. 20,232
☑ Plaintiff's/~~State's~~ Exhibit 2
☐ Defendant's
☑ Admitted in Evidence 5-6-71
☐ For Identification

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT A. A. COUNTY

70 MAR 24 PM 9 37

Exhibit 2

8

AA-2-1-70 (Form 1-73)

CLK.CT.A.A.C. ACKN.—

18.00

Schedule "A"

All that piece or parcel of land situate, lying and being in the 4th Election District, Anne Arundel County, Maryland, being more particularly described as follows:

Being a part of the land conveyed to Raymond Pullman by Helene Pahlmann, reserving a life interest to the grantor, as recorded in a deed among the land records of Anne Arundel County in Liber 1380 Folio 33; said land being located in the Fourth Election District of Anne Arundel County, Maryland.

Beginning for the same at an iron pipe lying South 75 degrees 39 minutes 51 seconds West, 25.40 feet from the Southwesterly corner of Section Four of Four Seasons Estates as recorded among the aforesaid land records in Plat Book 38 at Page 5; thence:

North 75 degrees 39 minutes 51 seconds East, 2143.55 feet to a point in the Westerly line of the land obtained by the Baltimore Gas & Electric Company, as recorded among the aforesaid land records in Liber 1535 at Folio 185; thence with the same:

South 18 degrees 46 minutes 56 seconds East, 1255.41 feet to a point and

South 07 degrees 41 minutes 31 seconds East, 748.10 feet to a point where the aforesaid Westerly line of the Baltimore Gas & Electric Company's land meets the Northerly line of the land which Charles Silver et al obtained by a deed recorded among the aforesaid land records in Liber GW 16 at Folio 491, thence with the same:

South 84 degrees 09 minutes 35 seconds West, 812.34 feet to an iron pipe found at the Southeasterly corner of the land which Paul and Lillie J. Pullman obtained by a deed recorded among the aforesaid land records in Liber 1146 at Folio 587, thence with the Northeasterly line of the same:

North 43 degrees 51 minutes 58 seconds West, 530.00 feet to the Northeasterly corner of the last mentioned conveyance; thence with the Northwesterly line of the aforesaid Paul and Lillie J. Pullman property:

South 50 degrees 38 minutes 02 seconds West, 833.52 feet to a point in the Easterly right of way line of Waugh Chapel Road (30 feet wide), thence with the same:

North 45 degrees 18 minutes 06 seconds West, 529.02 feet to a point of curvature, thence 68.37 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet and a long chord bearing and distance of

North 36 degrees 35 minutes 45 seconds West, 68.11 feet to a point where said Easterly right of way line of Waugh Chapel Road is joined by the Southerly line of the land obtained by Kenneth L. and Fannie P. Nichols as recorded among the aforesaid land records in Liber 1801 at Folio 332, thence with the same:

North 78 degrees 15 minutes 12 seconds East, 339.73 feet to an iron pipe found and thence

North 11 degrees 45 minutes 20 seconds West, 251.85 feet to an iron pipe found and thence

South 78 degrees 15 minutes 12 seconds West, 341.40 feet to a point in the Easterly right of way line of the aforementioned Waugh Chapel Road, thence with the same:

LAW OFFICES - REICHELT, NUSBAUM & BROWN

9.

144.83 feet along the arc of a curve to the left, said curve having a radius of 619.00 feet and a long chord bearing and distance of

North 17 degrees 17 minutes 27 seconds West, 144.50 feat to a point of tangency and thence

North 23 degrees 59 minutes 38 seconds West, 269.67 feet to a point of curvature, thence 103.57 feet along the arc of a curve to the left, said curve having a radius of 806.00 feet and a long chord bearing and distance of

North 27 degrees 40 minutes 31 seconds West, 103.50 feet to a point of tangency and thence

North 31 degrees 21 minutes 23 seconds West, 54.58 feet to a point of curvature, thence 166.12 feet along the arc of a curve to the right, said curve having a radius of 335.00 feet and a long chord bearing and distance of

North 17 degrees 09 minutes 00 seconds West, 164.43 feet to a point of tangency and thence

North 02 degrees 56 minutes 40 seconds West, 276.03 feet to the point of beginning.

The total area contained by the aforegoing amounts to 3,675,506 square feet or 84.3780 Acres more or less. Per description of Robert J. Banks & Associates.

LAW OFFICES—REICHELT, NUSSBAUM & BROWN

SAVING AND EXCEPTING THEREFROM the following:

Being a part of the land conveyed to Reymond Pullman by Helene Puhlmann, reserving a life interest to the grantor, as recorded in a deed among the land records of Anne Arundel County in Liber 1380 Folio 33; said land being located in the Fourth Election District of Anne Arundel County, Maryland.

Beginning for the same at the Southwesterly corner of Section Four, Four Seasons Estates as recorded among the aforesaid land records in Plat Book 38 at Page 5 and thence:

North 75 degrees 39 minutes 51 seconds East, 1982.70 feet to a point thence crossing the land of the aforesaid Raymond Pullman

South 18 degrees 46 minutes 56 seconds East, 840.00 feet to a point, and thence,

North 88 degrees 32 minutes 51 seconds West, 560.00 feet to a point, and thence,

North 44 degrees 45 minutes 00 seconds West, 446.01 feet to a point, and thance,

South 62 degrees 15 minutes 42 seconds West, 220.26 feet to a point, and thence 1116.54 feet with the arc of a curve to the right, said curve having a radius of 7789.44 feet and a long chord bearing and distance of

South 70 degrees 59 minutes 50 seconds West, 1115.58 feet to a point, and thence,

North 75 degrees 22 minutes 55 seconds West, 26.75 feet to a point in the Easterly right of way line of Waugh Chapel Road (30 feet wide), thence with the same, 166.12 feet along the arc of a curve, said curve having a radius of 335.00 feet and a long chord bearing and distance of

North 17 degrees 09 minutes 00 seconds West, 164.43 feet and thence,

North 02 degrees 56 minutes 40 seconds West, 276.03 feet to a point, and thance,

North 75 degrees 39 minutes 51 seconds East, 25.40 feet to the point of beginning and containing 1,024,860 square feet or 23.5276 Acres more or less.

AND

Being a part of the land conveyed to Raymond Pullman by Helene Puhlmann, reserving a life interest to the grantor, as recorded in a deed among the land records of Anne Arundel County in Liber 1380 Folio 33; said land being located in the Fourth Election District of Anne Arundel County, Maryland.

The point of beginning for the same is located as follows: From a point in the Westerly line of the land obtained by the Baltimore Gas & Electric Company, as recorded among the aforesaid land records in Liber 1535 at Folio 185, where said line is joined by the Northerly line of the land which Charles Silver et al obtained by a deed recorded among the aforesaid land records in Liber GW 16 at Folio 491, and thence the following four courses and distances to the point of beginning:

1) North 07 degrees 41 minutes 31 seconds West, 748.10 feet with the aforesaid Westerly line of the Baltimore Gas & Electric Company land, and

2) North 18 degrees 46 minutes 56 seconds West, 147.29 feet to a point, thence leaving the aforesaid Westerly line of the Baltimore Gas & Electric Company land, and crossing the aforesaid Raymond Pullman land,

3) North 88 degrees 32 minutes 51 seconds West, 731.70 feet to a point,

4) North 44 degrees 45 minutes 00 seconds West, 127.34 feet to the point of beginning; thence:

South 45 degrees 15 minutes 00 seconds West, 258.38 feet to a point, thence

North 15 degrees 00 minutes 00 seconds West, 246.86 feet to a point, thence

North 01 degrees 00 minutes 00 seconds East, 189.71 feet to a point, thance

South 44 degrees 45 minutes 00 seconds East, 346.70 feet to the point of beginning and conteining 51,244 square feet or 1.1764 Acres more or less. Per description of Robert J. Banks & Associates.

LAW OFFICES—REICHELT, NUSSBAUM & BROWN

IT BEING FURTHER UNDERSTOOD AND AGREED that the party of the first part hereof shall obtain a release from this Instrument on any one or more acres secured thereunder, upon the payment of the sum of Three Thousand Three Hundred Seventy-five and no/100 ($3,375.00) Dollars for each acre so released provided said acres to be released are contiguous with previously released parcels, and any payments made to secure partial releases as herein provided for, shall operate as a credit against principal installments next due, and the party of the first part shall further be entitled to the release of one acre of land, contiguous land, for each increment of Three Thousand Three Hundred Seventy-five and no/100 ($3,375.00) Dollars paid on principal by installment payments as provided and any increment in an amount of less than Three Thousand Three Hundred Seventy-five and no/100 ($3,375.00) Dollars shall be allowed or credited for payments made for future partial releases of said mortgage.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of parties of the second part, their heirs and assigns, forever.

Provided, that if the said party of the first part, its successors

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

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagees, their personal representatives, or assigns, or Louis M. Strauss, their duly authorized Attorney or Agent

BOOK 196 PAGE 126

of the said Mortgagee s, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of 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 , administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus, if any there be, to the said Mortgagor its/successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for its successors heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale 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 for its successors, heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees their personal representatives or assigns, or 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 party of the first part, its successors, 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 party of the first part covenants to pay when legally payable.

IN TESTIMONY WHEREOF, the said Designed Contracts, Inc., a Maryland corporation, hath on this 16th day of March, 1970, caused these presents to be signed by Lawrence M. Brenman its Vice President, attested by Thomas M. Donohue its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

DESIGNED CONTRACTS, INC.

By: Lawrence M. Brenman
Lawrence M. Brenman Vice - President

Thomas M. Donohue Secretary

Signed, sealed and delivered in the presence of

PAUL M. NUSSBAUM

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) ss.:

On this the 18 day of March, 1970, before me, Paul M. Nussbaum, the undersigned officer, personally appeared Lawrence M. Brenman, who acknowledged himself to be the President of Designed Contracts, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

At the same time, also appeared Louis M. Strauss, Agent for 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.

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

PAUL M. NUSSBAUM
Notary Public

My Commission Expires:
July 1, 1970

mailed to Lewis Mortgage

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CONTRACT OF SALE

THIS AGREEMENT, Made this 15th day of January, 1969, by and between RAYMOND PULLMAN, unmarried and HELENE PUHLMAN, Widow, and unremarried, Sellers and Fairmay, Inc., a Maryland Corporation, Purchaser.

WHEREAS, Sellers are the owners of Eighty one and 06/100 (81.06) acres, more or less lying in Anne Arundel County, Maryland, situated on Waugh Chapel Road, South of the development known as "Four Seasons", which property is shown on the plat attached hereto and which shall, for the purpose of this Agreement, be designated as "Schedule A".

WHEREAS, Purchaser has requested Sellers to give it the right and option to purchase said property on the terms and conditions hereinafter specified, which Sellers have agreed to do, wherefore these presents are executed.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Thousand ($10,000.00) Dollars paid by Purchaser to Sellers at the time of signing hereof, the receipt of which is hereby acknowledged by Sellers, said Sellers do grant unto Purchaser the exclusive right and option to purchase the aforementioned 81.06 acres of land, more or less, upon the following terms and conditions:

1. Purchaser shall have the right and option of purchasing 81.06 acres, more or less, shown on hatched area on plat which is annexed hereto and made a part hereof based on an accurate survey and description provided by a qualified and accepted surveyor or Civil Engineer at the cost and expense of Purchaser; and subject to all drainage easements existing and granted and less conveyance for transmission line recorded among Land Records of Anne Arundel County in Liber G.T.C. 1535, Folio 185; the tract intended to be sold is the whole tract of land heretofore acquired by Helene Puhlman be deed dated March 14, 1919, save and excepting easements given to Anne

Case No. 20,332
Plaintiff's/Defendant's Exhibit 3
Admitted in Evidence 5-6-71
For Identification

Exhibit 3

Arundel County and adjoining land owners for drainage and less the following conveyances:

A. Ten acre tract conveyed to Paul Pullman by deed dated August 27, 1957 and recorded among Land Records aforesaid in Liber G. T. C. 1146, Folio 387;

B. Two acre tract conveyed to Kenneth Nichols and wife by deed dated October 9, 1964 and recorded L. N. P. 1801, folio 332.

C. Transmission line conveyed to Baltimore Gas and Electric Company by deed dated December 29, 1961 and recorded among Land Records aforesaid in Liber G. T. C. No. 1535, Folio 185.

2. Purchaser shall have the right and option of purchasing the aforementioned tract of Land and Improvements provided the Purchaser gives the Sellers Notice of it's intention to exercise the option to purchase said property on or before July 1, 1969 in writing. If said notice is given as aforesaid, then this instrument and all its pertiment terms shall constitute and be a valid and binding contract for the sale and purchase of said tract of land and final settlement shall be concluded on or before September 1, 1969; if however, Purchaser fails to give notice to Sellers of it's intention to exercise this option by July 1, 1969; then Purchaser shall have conclusively forfeited it's right to purchase said property and Sellers shall thereafter be free to retain, sell or dispose of said tract of land and improvements free of all further claims thereon of Purchaser. The purchase price of the parcel of land and improvements is Two hundred eighteen thousand eight hundred sixty two ($218,862.00) Dollars, is based on a consideration of Two thousand seven hundred ($2,700.00) Dollars per acre; the exact purchase price and acreage to be determined prior to settlement on the basis of accurate up to date survey and description prepared by a reliable surveyor or Civil Engineer before settlement at Purchaser's expense.

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Purchaser shall pay in cash at time of settlement the sum of Sixty five thousand ($65,000.00) Dollars, and the balance of approximately one hundred fifty three thousand eight hundred sixty two ($153,862.00) Dollars shall be represented by a purchase money mortgage from Purchaser to Sellers, (an acceptable form of said mortgage being attached hereto as "Schedule B") bearing interest at the rate of six (6%) per cent per annum; which mortgage shall provide for the repayment of principal and interest as follows: By repaying principal and interest in five (5) equal yearly payments and interest as aforesaid on the unpaid principal debt secured. First payment due one year from date of mortgage and a like one-fifth (1/5) payment of principal debt every year thereafter thus making the mortgage debt to be repaid five (5) years from it's date, with interest, said purchase money shall be secured by and be a lien on all the property herein contracted to be sold except for twenty acres thereof, which said twenty (20) years Purchaser' shall be entitled to free and clear of said purchase money mortgage or other lien or encumbrance of Sellers. The location of said twenty (20) acres ("free acres") shall be located at the northwesternmost end of the whole tract to be sold in a manner not to encompass more than 400 feet of road frontage on Waugh Chapel Road, as shown on "Schedule A" of said Agreement; said mortgage shall contain clauses providing (1) the right and privilege of Purchaser to prepay same in whole or part at any time without prepayment penalty, and (2) That Purchaser shall at anytime be entitled, without prepayment penalty to further partial releases of land from said mortgage upon payment of the principal sum of Three thousand three hundred seventy five ($3,375.00) Dollars for each acre so released provided said acres to be released are contigious with previously released parcels, and any payments made to secure partial releases as herein provided for , shall operate as a credit against principal installments next due, and the Purchaser shall further be entitled to the release of one acre of land, contigious land, for each increment of Three thousand three hundred seventy ($3,375.00) Dollars paid on principal by installment payments as provided and any increment in

an amount of less than Three thousand three hundred seventy five ($3,375.00) Dollars shall be allowed or credited for payments made for future partial releases of said mortgage.

3. Settlement shall be made on or before September 1, 1969, (unless additional offered options hereinafter set out is exercised and additional deposit for same is deposited with escrow agents herein named then final settlement date shall be on or before December 1, 1969, and if third option is exercised, settlement date shall be on or before March 1, 1970.

The Purchasers shall have an additional option extending the time to exercise the right to purchase aforesaid property by depositing before July 1, 1969 Five thousand ($5,000.00) Dollars as consideration for extension and as forfeiture money giving prospective Purchaser the right and option to purchase aforesaid property under same terms and conditions, by giving Sellers written notice with said Five Thousand ($5,000.00) Dollar deposit therewith, on or before October 1, 1969, and if, purchaser fails to give notice accordingly, this option money as well as original option money shall be forfeited and Sellers shall be free and clear of all claim or claims of the prospective Purchaser, and in the event of the exercise of any option hereunder, and settlement is made by conveyance, the respective or joint deposits shall apply towards deposit of $65,000.00 down payment and settlement date shall be on or before January 1, 1970.

And it is further agreed that Purchaser may have a third option extention to purchase property upon giving written notice to Sellers together with a Five thousand ($5,000.00) Dollar deposit for said consideration and forfeiture money on or before January 1, 1970, and if Purchaser fails to give notice accordingly, this third option deposit consideration or forfeiture money, as well as the first extension deposit "option money", the "second extention option money" shall be forfeited and sellers shall be free and clear of all claims of the prospective Purchaser, and if option is exercised and settlement

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is made, this option deposited together with other option deposits shall be applied to down payment required at settlement date; and if this third option is exercised in accordance with conditions herein set out, settlement date shall be on or before March 1, 1970.

Time being the essence of all settlement dates and option dates hereunder.

It is further agreed that the escrow agents shall release to the Sellers the $10,000.00 deposited with them as consideration for the first option immediately upon exercising the second option by the Purchaser and it is further agreed that the $5,000.00 deposited for the second option extension shall be released to the Sellers upon the exercising and deposit of consideration of the third option herein set out.

4. Sellers covenant and agree to cooperate with Purchaser to the extent necessary to obtain any zoning reclassifications as may be desired by Purchaser and shall, at request of Purchaser, execute any and all instruments necessary to assist Purchaser obtain said desired zoning reclassification.

5. At any time after this agreement is fully executed, Purchaser or the proper agency or authority of Anne Arundel County, or its employees, shall have the right to erect any required zoning signs upon the premises.

6. Any loss or damage to the property herein described or the improvements thereon erected or constructed as a result of fire or other hazard shall be the responsibility and obligation of the Sellers until final settlement is made.

7. Purchaser shall have the full right and privileges of entering upon the land after execution of these presents for the purpose of making percolation tests, surveys, test borings and other required or necessary engineering studies.

8. The property is to be sold free of encumbrances, and title is to be good and marketable of record.

9. At settlement, Sellers shall execute and deliver to the Purchaser a deed or deeds for the property containing covenants of special warranty and further assurances which will convey the premises to the Purchaser by a good and merchantable fee simple title.

10. All real estate taxes, rents, sewer and water charges, if any, shall be apportioned as of the date of settlement.

11. If the property herein becomes the subject of condemnation proceedings and such proceedings contemplate or effectuate prior to settlement, a taking of all the property herein described, this Agreement shall be null and void and the deposit money referred to herein shall be returned to Purchaser and the obligation of Sellers and Purchaser to each other shall thereupon be terminated. If, however, such condemnation proceedings contemplate or effectuate prior to settlement a partial taking of the property herein described, then Purchaser shall have the option of either completing this Agreement as to the balance of the property not so taken, or to be taken, or of declaring this Agreement null and void; and in the event Purchaser declares this Agreement null and void, the deposit money referred to herein shall be returned to Purchaser and the obligation of Sellers and Purchaser to each other shall thereupon be terminated. Purchaser shall have a reasonable time after being notified of any such proceedings to elect whether or not it shall complete this Agreement or to declare the same null and void.

12. Any assessment or assessments assessed by a government or governmental agency against the aforesaid property and which assessment or assessments are to be paid in annual installments or in fractions of an annual installment, the charge or charges of said assessment or assessments shall be prorated to the date of settlement; to the end and intent that the Sellers shall only be responsible for the charge or charges prorated to the date of settlement and shall not be responsible for any charge or charges of all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed at the date of settlement.

13. Possession shall be given to the Purchaser at the time of settlement of the twenty (20) "free acres" of land; saving and excepting that the

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home now occupied by the Sellers and the barn and outbuildings shall be subject to the use of the Sellers herein without cost to said Sellers until June 30, 1970, at which time full possession of all said property herein sold shall be given to the Purchaser. It is distinctly understood, covenanted and agreed that Purchaser, or its agents or employees, shall have the full right and privileges of entering upon all or any part of said remaining land after final settlement at all reasonable times for the purpose of making test borings, surveys or engineering studies, constructing roads, utilities, and recording plats thereof and sellers will execute necessary approval for County authorities without liability on their part or waiver of their mortgage as a first lien. Sellers covenant and agree to provide and pay for and keep in force until full possession is delivered to Purchaser all of said remaining land, all necessary insurance coverage to protect Purchaser from casualty loss suffered to any improvements now erected on said remaining lands to be in possession of Sellers. Sellers also covenant and agree to defend and hold Purchaser harmless from any claim or loss resulting from any tenancy or license created or permitted by Sellers on said remaining land over which they exercise possesory rights until March 1, 1970, which claim or loss is not due to acts or faults of Purchaser.

14. State and Local documentary stamps and real estate transfer taxes, if any, shall be equally divided between Sellers and Purchaser.

15. It is further agreed between the parties hereto that the property hereby optioned to the optionees and/or sold to the optionees in the present state of zoning and that the exercise thereof shall not be affected by the rights of optionees or Purchaser to obtain zoning or making any other use of the property insofar as the Sellers are concerned.

16. Notice hereunder shall be in writing and deemed given, if sent by certified U. S. Mail to:

(a) Sellers: Raymond Pullman and
Helene Pullman
Waugh Chapel Road
Gambrills, Maryland

(b) Purchaser: Crosco, Inc.
717 Braeburn Drive
Washington, D. C. 20022

17. Escrow Agents for the deposits under the option and/or the extension of option shall be Edward W. Nylen, Riggs Building, Hyattsville, Maryland and Louis M. Strauss, 124 South Street, Annapolis, Maryland 21401, who shall accept the appointment as escrow agents for the purposes herein set out by endorsing said acceptance herein and all deposits so held by them shall be deposited in a federally insured bank or building association in the City of Annapolis, Maryland. It is further agreed that this agreement shall be governed by the laws of Maryland.

18. This Agreement contains the whole agreement of the parties hereto and there are no representations, inducements or understanding, oral or otherwise, except those herein set forth.

19. This Agreement, when executed, shall constitute an Agreement which shall be binding upon the Sellers and Purchaser, their heirs and assigns.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Marian V. Emmett

Raymond Pullman (SEAL)
Raymond Pullman

Helene Pullman (SEAL)
Helene Pullman
SELLERS

Witness:

Marian V. Emmett

FAIRMAY, INC.

BY: Edward J. Cook
Edward J. Cook, President

Escrow appointment accepted:

Edward W. Nylen

Louis M. Strauss

This contract has been assigned to Designed Contracts, Inc & the sellers hereby are released from all obligations to Fairmay Inc.

FAIRMAY, INC.
by Edward J. Cook
President

BOOK 196 PAGE 135
BOOK 1380 PAGE 33

THIS DEED, Made this 2nd day of February, 1960; by and between Helene Puhlmann, Widow, party of the first part, "GRANTOR"; and Raymond Pullman, Single, party of the second part, "GRANTEE".

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said GRANTOR does grant and convey unto the said Raymond Pullman, Single, reserving, however, unto herself, a life estate, with the full and absolute power to sell, mortgage, lease, grant, assign, convey and transfer the entire estate hereby conveyed, including the life estate and the remainder hereinafter mentioned, except by Last Will and Testament, without the consent or joinder of the said Raymond Pullman, Single, the remainderman, and in the event that the said Helene Puhlmann, Widow, does not, during her lifetime, dispose of the said property hereinafter described, then, immediately upon her death, unto Raymond Pullman, Single, his heirs and assigns, in fee simple; all that parcel of ground in the Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same at a point in the centre of the public road leading from Odenton to Waugh Chapel, and running with the centre of said road South 1° W st 371 feet, South 25° East 170 feet, South 18° East 400 feet, South 6° East 340 feet, South 39½° East 1126 feet, thence leaving the said public road and running North 55° East 840 feet, South 85° East 900 feet to George A. Kirby's land, then on the lines of the land of said Kirby North 6½° East 480 feet, thence North 27° East 50 feet, North 7 3/4° West 593 feet, North 9° 40' West 890 feet, North 9° 40' West 890 feet, thence leaving Kirby's land and running South 84° West 2320 feet to the place of beginning. Containing one hundred (100) acres of land, more or less.

BEING the same property which was conveyed by August Schmidt and Ernestine Schmidt, his wife, to Wilhelm Puhlmann and Helene Puhlmann, his wife, by Deed dated March 14, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 4, folio 280; the said Wilhelm Puhlmann having departed this life on

Exhibit 4

March 15, 1955, and title tothe said property became vested solely in Helene Puhlmann, the GRANTOR herein.

SAVING AND EXCEPTING THEREFROM, HOWEVER, all that parcel of ground containing 10 acres, more or less, heretofore conveyed by the said Helene Puhlmann, Widow, unto Paul Pullman and Lillie Pullman, his wife, by Deed dated August 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1146, folio 587.

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

TO HAVE AND TO HOLD the above described property and premises unto and to the proper use and benefit of the said Raymond Pullman, Single; the said Helene Puhlmann, Widow, however, reserving unto herself a life estate with the full and absolute power to sell, mortgage, lease, grant, assign, convey and transfer the entire estate hereby conveyed, including the life estate and the remainder hereinafter mentioned, except by Last Will and Testament, without the consent or joinder of the said Raymond Pullman, Single, the remainderman, and in the event that the said Helene Puhlmann Widow, does not, during her lifetime, dispose of the said property, then immediately upon her death, unto Raymond Pullman, Single, his heirs and assigns, in fee simple.

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

WITNESS thehand and seal of the said GRANTOR.

WITNESS:

Amelia H. Tubman
AMELIA H. TUBMAN

Helene Puhlmann (SEAL)
Helene Puhlmann, Widow

DEED PREPARED WITHOUT TITLE EXAMINATION
JOHN DEETYAN, JR.
Attorney at Law
P.O. Box 268
John Deetyan, Jr.

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BOOK 196 PAGE 137
BOOK 1380 PAGE 35

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 29th day of February, 1960; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Helene Puhlmann, Widow, and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

AMELIA H. TUBMAN

Notary Public

Rec'd for record March 29 1960 at 2:54 P.M.
Mailed to John Denyan, Jr.

JOHN DENYAN, JR.
Attorney at Law
P.O. Box 266
Glen Burnie, Md.

DEED PREPARED WITHOUT TITLE EXAMINATION

John Denyan, Jr.
Attorney

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BOOK 196 PAGE 138

MARYLAND STATE DEPARTMENT OF HEALTH
DIVISION OF VITAL RECORDS, 301 W. PRESTON STREET, BALTIMORE, MARYLAND 21201

Item #1, FilmGh25 6/22/ km

CERTIFICATE OF DEATH

DECEASED NAME (Type or print) AKA First Helena Middle Puhlman Last PULLMAN
Helen a Klettke

2a DATE OF DEATH Month June Day 13 Year 1970 — 2b HOUR P.M. 11:15

3 SEX: Female
4 RACE: White
5 DATE OF BIRTH: April 11, 1880
6 AGE (In years last birthday): 90 YRS
If UNDER 1 YEAR: MONTHS / DAYS
If UNDER 24 HRS.: HOURS / MIN.

7a BIRTHPLACE (State or foreign country): Russia
7b CITIZEN OF WHAT COUNTRY? XXX
8 MARRIED ☐ NEVER MARRIED ☐ WIDOWED XX DIVORCED ☐
9. COUNTY OF DEATH: Anne Arundel Md.

10 CITY OR TOWN OF DEATH: Annapolis
11 NAME OF HOSPITAL OR INSTITUTION (If not in hospital give street address): Anne Arundel Gen. Hospital
12a USUAL OCCUPATION (Kind of work done during most of working life, even if retired): housewife
12b KIND OF BUSINESS OR INDUSTRY: own home

13a USUAL RESIDENCE (Where deceased lived, if institution, Residence before admission) STATE: Maryland
13b COUNTY: Anne Arundel
13c CITY OR TOWN: Gambrills
13d INSIDE CITY LIMITS? YES ☐ NO XX
13e STREET AND NUMBER

14 FATHER'S NAME First John Middle Last Kletke
15 MOTHER'S MAIDEN NAME First Caroline Middle Last Renke

16a WAS DECEASED EVER IN U.S. ARMED FORCES? Yes, No (If yes give war or dates of service)
16b SOCIAL SECURITY NO
17 INFORMANT Address: Raymond Pullman - Gambrills, Md.

18 CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c))
PART I. DEATH WAS CAUSED BY:
IMMEDIATE CAUSE (a) Thrombosis cerebral artery
DUE TO OR AS A CONSEQUENCE OF
(b)
DUE TO OR AS A CONSEQUENCE OF
(c)
(Enter only one cause per line for (a), (b), and (c).) Enter the underlying cause last
Interval between onset and death: 9 days

PART 2. Other SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE OR CONDITION GIVEN IN PART I(a)
Arteriosclerosis

19. DATE OF OPERATION
19b CONDITION FOR WHICH OPERATION WAS PERFORMED
20a AUTOPSY? YES ☐ NO XX
20b IF YES, WERE FINDINGS CONSIDERED IN CERTIFYING CAUSES OF DEATH?

21a ACCIDENT, HOMICIDE OR SUICIDE (Specify which)
21b TIME OF INJURY HOUR A.M. P.M. Month Day Year 19
21c HOW INJURY OCCURRED (Enter nature of injury in Part 1 or Part 2, Item 18)
21d I saw the deceased alive on ____ 19__
21e PLACE OF INJURY (At home, farm, street, factory, office building, etc.)
21f LOCATION Street or R.F.D. No. City or Town County State

22a I certify that (I) (this hospital) attended the deceased from 6/7 19__ to 6/13 19__ that (I) (we) last saw the deceased alive on ____ 19__ and that in (my) (our) opinion death occurred on the date and hour and from the cause stated above. (I) (we) (did) (did not) view the body after death
22b DATE SIGNED: 6/15/70
SIGNED: ATTENDING PHYS ☐ MED DIRECTOR ☐ STAFF PHYS ☐
Richard N. Feeley, M.D.
22c ADDRESS: 121 Cathedrall St., Annapolis, Md.
23a DATE: 6/17/70
23b NAME OF CEMETERY OR CREMATORY: Church Creek Cemetery
23c LOCATION (City or Town) (County) (State): Gambrills, Md.
ADDRESS: Mt. Zion Church
24a REC'D BY REGISTRAR DATE: 6/17/70
24b REGISTRAR'S SIGNATURE

20,332

Exhibit 5
5-6-71

Exh. 6,7 5

Case No. ____
☐ Plaintiff's
☐ Defendant's
☐ Admitted in Evidence
☐ For Identification

BOOK 196 PAGE 139

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

RAYMOND PULLMAN	)	
Complainant	)	
vs.	)	
DESIGNED CONTRACTS, INC.	)	Equity No. 20,332
and	)	
PAUL M. NUSSBAUM	)	
Respondents	)	

ANSWER TO BILL OF COMPLAINT FOR
REFORMATION OF DEED AND MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer to the Bill of Complaint filed in the within proceedings of Designed Contracts, Inc., a Maryland corporation, and Paul M. Nussbaum, by Herbert Levenstein, its and his attorney, represents as follows:

1. That it is admitted that the Deed and Mortgage attached and annexed to the Complainant's Bill of Complaint as Exhibits No. 1 and No. 2, respectively, are the Instruments in question.

2. That it is admitted that the Respondent, Paul M. Nussbaum, inadvertently caused the omission of the words "Life Tenant" and "Remainderman" in the instructions given his office's secretarial staff at the time the Instruments in question were ordered to be prepared for settlement.

3. That upon an examination of title caused to be performed by the Respondent, Paul M. Nussbaum, of the Land Records of Anne Arundel County, Maryland, of the properties to be conveyed by the Contract of Sale attached to and annexed as Complainant's Exhibit No. 3 of the Bill of Complaint, it was clearly established that by virtue of the Deed attached to and annexed as Complainant's Exhibit No. 4 of the Bill of Complaint that on March 18, 1970, the date of settlement between the Respondent, Designed Contracts, Inc., and the Complainant and Helene Puhlmann, now deceased, that title to said property was vested in Helene Puhlmann, as a Life Tenant and Raymond Pullman, as Remainderman.

4. That although said aforementioned Contract of Sale attached to and annexed as Complainant's Exhibit No. 3 of the Bill of Complaint is specifically silent as to the division of ownership among the vendors named therein, the status of title, as referred to in Paragraph 3 hereabove, was clearly as alleged by Complainant.

5. That it is admitted that the Respondent, Paul M. Nussbaum, caused to have prepared the Deed referred to in Paragraph 5 of the Complainant's Bill of Complaint.

6. That it is admitted that the Respondent, Paul M. Nussbaum, caused to have prepared the Mortgage referred to in Paragraph 6 of the Complainant's Bill of Complaint.

LAW OFFICES—REICHELT, NUSSBAUM & BROWN

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1971 MAY -3 PM 1:25

7. That each of the allegations of Paragraph 7 of the Complainant's Bill of Complaint are admitted.

8. That the allegation of Paragraph 8 of the Complainant's Bill of Complaint is admitted.

9. That Respondents, Designed Contracts, Inc., a Maryland corporation, and Paul M. Nussbaum, aver that this Honorable Court has jurisdiction over the matter pursuant to which it may pass an Order ordering the Respondent, Paul M. Nussbaum, to rerecord the Mortgage, attached to and annexed as Complainant's Exhibit No. 2, clearly interdelineating thereon the status of title of the therein named Mortagees to wit, that Helene Puhlmann, now deceased, was as of the date of the execution of the Mortgage a "Life Tenant," and that Raymond Pullman, was as of the date of the execution of the Mortgage the "Remainderman."

WHEREFORE, the Respondents pray:

1. That this Honorable Court pass as an Order such decrees as it might determine to be equitable and proper in the instant proceedings.

DESIGNED CONTRACTS, INC.
and
PAUL M. NUSSBAUM, Respondents

By: _____
Herbert Levenstein, Attorney

REICHELT, NUSSBAUM & BROWN
3723 - 34th Street
Mt. Rainier, Maryland 20822
779-9000

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) ss:

I HEREBY CERTIFY that on the 30th day of April, 1971, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared WILLIAM J. HARNETT, President of DESIGNED CONTRACTS, INC., and PAUL M. NUSSBAUM, Respondents, who made oath in due form of law that the matters, facts and information set forth in the aforegoing Answer to Bill of Complaint for Reformation of Deed and Mortgage are true as therein set forth to the best of their information, knowledge and belief.

As witness my hand and notarial seal.

_____
Josef B. Brown, Notary Public, Md.

My Commission Expires:
July 1, 1974

LAW OFFICES—REICHELT, NUSSBAUM & BROWN

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 30th day of April, 1971, mailed, postage prepaid, a copy of the aforegoing Answer to Bill of Complaint for Reformation of the Deed and Mortgage to William J. Boehm, Esq.,Attorney for Complainant, 124 South Street, Annapolis, Maryland 21401

Herbert Levenstein

LAW OFFICES—REICHELT, NUSSBAUM & BROWN

BOOK 196 PAGE 142

RAYMOND PULLMAN	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS.	*	FOR
DESIGNED CONTRACTS, INC. and PAUL M. NUSSBAUM	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY NO.20,332

* * * * *

TAKEN IN OPEN COURT

BEFORE

HON. GEORGE SACHSE

6 May 1971

Present:

William J. Boehm, Esquire, Solicitor for Complainant

Paul M. Nussbaum, Esquire, Respondent

Miss Frances Cadenas, Deputy Clerk

Mrs. Irene Hazel, Court Reporter

FILED
1972 AUG -1 PM 12: 23

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1972 AUG -1 PM 12: 23

I N D E X

Mr. Boehm, Opening Statement, pages 3 - 4

Paul M. Nussbaum, pages 5 - 15

Louis M. Strauss, pages 16 - 22

Edward J. Cook, pages 23 - 29

Raymond Puhlman, pages 30 - 36

Mr. Boehm, Closing Statement, pages 36 - 38

Court's remarks, pages 38 - 41

Court and Counsel, pages 41 - 44

Certification, page 45

COURT: Puhlman versus Designed Contractors, Incorporated, Mr. Paul M. Nussbaum, Equity 20,332. Alright, Mr. Boehm.

MR. BOEHM: May it please the Court, Your Honor, I presume you have read the Bill of Complaint.

COURT: Yes, sir.

MR. BOEHM: And the purpose of the Bill of Complaint is to reform the mortgage --- purchase money mortgage which is the Exhibit numbered two in this proceeding -- to insert the words ---

COURT: That's it -- Exhibit two with the Bill of Complaint?

MR. BOEHM: That's correct.

COURT: I see.

MR. BOEHM: But we introduced it into evidence. It's to have the words "Life Tenant" after Helen Puhlman, who is the mother, and the word "Remainderman" after Raymond Puhlman, and asking the Court to, by order, have the Clerk re-record the deed because of the fact that during the course of settlement, the office which prepared the papers inadvertently left the words out of the deed and the mortgage and under the circumstances

it's a rather important fact that to correct the intent of the parties, that they be re-inserted...and as the evidence will develop, the Court will see how it occurred. Mr. Nussbaum?

MR. NUSSBAUM: Yes sir.

MR. BOEHM: I will call you under the Rules, sir.

PAUL M. NUSSBAUM, a witness of lawful age, being first duly sworn, deposes and says:

(MR. BOEHM, direct examination)

1 Your name and address, Mr. Nussbaum?

A My name is Paul M. Nussbaum. I am an attorney with a practice at 3723 Thirty-fourth Street, Mount Ranier, Prince Georges County, Maryland.

2 Now, I'd like to have the Bill of Complaint...I would like to show you Exhibit one and Exhibit two that were filed with the Bill of Complaint. Sir, could you identify these two Exhibits? These are certified copies. This is a deed recorded in volume 2-23-34, page 421. It's from Helen Puhlman and Raymond Puhlman to Designed Contracts, Incorporated.

A Yes. I recognize this to be a photostatic copy of the deed that was prepared in my office by my office staff.

3 I also will show you, in sequence, a mortgage, which is marked Exhibit two with the Bill of Complaint, recorded in volume 23-34, page 424. The mortgage is dated the 18th day of March, 1970 from Designed Contracts, Incorporated to Helen Puhlman and Raymond Puhlman, mortgagees. Do you recognize that instrument?

A I recognize that instrument to be a photostatic copy of an original that was prepared in my office by my office staff.

MR. BOEHM: May I have these two marked as true certified copies, marked as Exhibits one and two, respectively?

COURT: Alright...the Clerk will mark them.

(CERTIFIED COPY OF DEED IS FILED HEREWITH AND MARKED PLAINTIFF'S EXHIBIT NUMBER ONE IN EVIDENCE.)

(CERTIFIED COPY OF MORTGAGE IS FILED HEREWITH AND MARKED PLAINTIFF'S EXHIBIT NUMBER TWO IN EVIDENCE)

4 Mr. Nussbaum, how were you requested to prepare these papers and by whom?

A A substantial portion of my law practice relates to real estate work and by real estate work, I am referring to settlements, contract work, conveyancing work and, of course, the title search that is incidental, thereto. I have represented Designed Contracts, Inc., or some of the corporations that are part of the overall picture, and I was instructed on February 8, 1970 by means of a letter from a Mr. Edward Cook...Edward J. Cook authorizing me to search title to the subject property in question and to hold settlement thereof.

5 Now Mr. Nussbaum, I will show you Exhibit three as marked with the Bill of Complaint. Is this the Contract of Sale that you are... that your letter refers to?

A That is the Contract of Sale and this is the Contract of Sale that was actually included in the letter of February 8, 1970 that Mr. Cook mailed to my office.

MR. BOEHM: I would like to have that marked as Plaintiff's Exhibit three.

(CONTRACT OF SALE AND LETTER DATED FEBRUARY 8, 1970 FILED HEREWITH AND MARKED PLAINTIFF'S EXHIBIT THREE IN EVIDENCE)

6 As a result of that letter and the enclosure...enclosed Contract of Sale, which is Exhibit three, what did you then do?

A I instructed one of the title examiners employed by my firm to proceed with the examination of title, which examination of title was completed by him, examined by one of the attorneys in our firm, and the examination of title that was completed February 11th, 1970 and the title report in conjunction therewith indicated the subject property was owned by one Helen Puhlman, widow, as to a Life Estate with Raymond Puhlman, single, the Remainderman, all of this by virtue of a deed recorded in Liber 1380 at folio 33 of the Land Records of Anne Arundel County, specifically the same being a deed dated February 2nd, 1960 by which deed Mrs. Puhlman, widow, conveyed to Raymond Puhlman, single, reserving unto herself, however, the Life Estate.

7 Now I show you Exhibit four marked with the Bill of Complaint filed in these proceedings. Is this the deed that you are referring to, sir?

A This is the photostatic copy of the deed of which I have an abstract in my title file.

COURT: So far, all of the Exhibits and matters that you have identified are filed...not as separate Exhibits, but are filed in the proceedings, themselves at this time.

MR. BOEHM: Originally...with the proceedings.

COURT: So, they'll be easy to locate.

MR. BOEHM: That's correct, sir. I will follow the same numerical sequence.

COURT: Sure.

8 As a result of your title examination which revealed that Helen Puhlman had the Life Estate and Raymond Puhlman had the Remainderman Estate, did you proceed with the settlement of this matter?

A The subject matter was scheduled for settlement to be held in my office on March 18, 1970.

9 Did the matter take place?

A It took place, yes sir.

10 And as a result, the instruments which were identified as Exhibits one and two were prepared enroute for that settlement. Is that correct?

A The instruments that you refer to as Plaintiff's Exhibits one and two, respectively, were instructed to be prepared by me of my office staff.

11 And you prepared these instruments both for the buyer and the seller? You were acting on behalf of both of them?

A That is our practice in Prince Georges County and I would assume that the principal function of a title attorney, with respect to his settlement functions, is that he is obligated to both buy and sell it to see that the terms on the contract are complied with.

12 Now, were you instructed by either Miss Puhlman or Mr. Puhlman or anyone to deviate in preparing your deed and mortgage which

purported to convey this property ... to deviate from the original holding from a Life Estate to Remainder status to any other ... means of holding real estate?

A Absolutely not.

13 Well can you explain to the Court how the words "Life Estate" and the word "Remainderman" was omitted from the mortgage?

A Mr. Boehm, my practice of conveyancing...and I have been in this type of a practice now for almost twenty-seven years, pre... actually preceeding the time that I became a member of the Bar of the State of Maryland, has always been that from the standpoint of conveyancing, we do not show the...we do not designate the status of title of any grantor deeding out on a deed, unless they are husband and wife, or single or divorced. In other words, our practice is never to connote the words "Life Tenant" or "Remainderman" on a deed. We figure that as long as we get all the parties in interest contrived to the reason...adoption of the no more wife's necessity to sign dower rights. My concern as a conveyancer has to been to get the person entitled to sign and that's it. I didn't want to ever defeat a deed by curtailing or restricting his holding.

14 Then...can you explain why the...this being a purchase money mortgage, is that correct?

A It certainly is.

15 Why the words "Remainderman" and "Life Tenant" were omitted from.. or "Life Tenant" and "Remainderman" were omitted from the mortgage which was prepared by your office?

A I believe that...from hindsight, I can only say as a result of very faulty conveyancing and improper double-checking by me this was an oversight. This was a...I'm embarrassed to use the words "careless error" but I guess in all fairness, I must resort to that kind of verbage. In justification, perhaps the only thing I can state in defense of some of the people in the office is that the adjoining counties to the District of Columbia are principly deed-of-trust-oriented and for all intents and purposes a mortgage is a very rare thing for our office or any law firm to cause to be prepared in the suburban Washington, D.C. area, and in all likelihood, the mortgage instrument was treated as though it was a deed of trust where you convey to two grantees who are trustees. And I think the very proof of my thinking...perhaps I'm actually going beyond your question, but I would like to say that this was proven to me by virtue of the fact that I was totally unaware of this mistake until subsequent to...I believe, some time in the very early part of this year when it was called to my attention that a partial release from this purchase money/mortgage was defective...was likewise defectively prepared by my office, which is a partial release that merely recites the grantor signing the release as a surviving mortgagee, which is strictly, Your Honor, a deed of trust form/procedure. And I was totally unaware of any of these happenings. Our office, fortunately, has a number of attorneys who directly supervise the title work and the partial release was obviously prepared as though it was a release of a deed of trust rather than a release of a mortgage, and the proof of that is by virtue

of the fact that Mr. Puhlman was referred to in this partial release as a surviving mortgagee, substituting the word mortgagee for trustee.

COURT: Well, I might say that I don't think you have to apologize so profusely for that because there have been a number of these cases for reformation of deeds. These things can happen on occasion. We wouldn't have had the cases we do in the Court of Appeals on reformation of deeds...

MR. NUSSBAUM: Well...

COURT: ...so, it is recognized that they are supposed to, they do, and they will happen.

16 Now, Mr. Nussbaum, I show you a photostatic copy of the...the death certificate. That was the reason why the...surviving trust...surviving mortgagee was cited on those releases that you just mentioned.

A That is absolutely correct.

MR. BOEHM: I'd like to make this Exhibit number five.

(DEATH CERTIFICATE FILED HEREWITH AND MARKED PLAINTIFF'S EXHIBIT NUMBER FIVE IN EVIDENCE)

17 Now, Mr. Nussbaum, I would like to direct your...direct your attention back to the settlement held on the 18th day of March, which I believe is Exhibit number six, filed in these proceedings.

COURT: Excuse me, what year, Mr...just for the

purpose of the record?

MR. BOEHM: Of 1970, sir.

COURT: ...seventy, thank you.

...well then, I would like to show you a photostatic copy of the settlement sheet. Can you identify this?

A Yes. This is a photostatic copy of the original, which I have in my file of the settlement sheet that I personally prepared for holding settlement with Mrs. Puhlman and Mr. Puhlman for the sale by them on the 84.378 acres of land in Anne Arundel County, Maryland. The settlement sheet clearly indicates the sales price coupled with the concept of a purchase money mortgage... it's actually called a mortgage on this settlement sheet, and the settlement sheet bears the signature of Louis M. Strauss, Attorney for Helen Puhlman and Raymond Puhlman.

18 The check that was made for the difference was made payable to whom?

A It is my check...$78,327.00, which was issued on my Trustee account at Suburban Trust Company, Hyattsville, Maryland, March 24, 1970 and the check was payable to Louis M. Strauss, Esquire, attorney for Helen Puhlman and Raymond Puhlman.

MR. BOEHM: I'd like to have this marked as Plaintiff's Exhibit number six.

(SETTLEMENT SHEET FILED HEREWITH AND MARKED AS PLAINTIFF'S EXHIBIT NUMBER SIX IN EVIDENCE)

COURT: Do you know the relationship of these parties?

MR. NUSSBAUM: Yes...mother and son, Your Honor, and...

COURT: I just want to get it on the record. I assumed that they were rather than husband and wife...

MR. NUSSBAUM: No.

COURT: ...that's all.

19 Was your secretary who prepared this paper apprised of the fact that they were mother and son rather than husband and wife?

A I can only say to you that the record must speak for itself, and the draftsmanship, though erroneous, was not completely.... totally stupidly done, because the deed does say Helene Puhlman, widowed and un-remarried, and Raymond Puhlman, unmarried. So this would be obvious that under those circumstances they could not have been husband and wife.

20 She would have had knowledge. Did the same girl prepare this mortgage?

A Yes sir.

20 Now since the execution of this mortgage, you have secured releases from Mr. Puhlman, have you not?

A Yes, I have.

21 Now were you...was any money transferred?

A There was a...one release on November 9th, 1970...this is the date of execution. At least, this is what my record seems to indicate, pursuant...in pursuance of which there was a check issued by my office on November 23rd, 1970 for monies representing

the monies due for the partial release.

22 And who was that payable to?

A I believe it was payable to Louis Strauss and Raymond Puhlman. I do not have that particular jacket with me, sir. I cannot tell you exactly who this check was payable to. I will say that I was aware of the fact that...or my office was aware of the fact that Mrs. Puhlman was deceased since the partial release accompanying the check clearly indicated the words "surviving mortgagee."

23 And, as you said, up to the time the Board of Education, through its attorney, called to your attention the question regarding the wording on the mortgage...you were totally unaware or not apprised of the oversight?

A Well I was...I was completely and totally unaware of any error having been committed by my office until I received a letter of date of March 19, 1971 from Mr. Thomas J. Wohlgemuth, an attorney in Annapolis who was conducting a title examination for purposes of a conveyance from Designed Contracts, Inc. of twenty acres of this Puhlman tract to the Board of Education of Anne Arundel County...Mr. Wohlgemuth calling to my attention the ambiguity that seemed to exist in a mortgage and a partial release of a mortgage. I might say that I communicated with Mr. Strauss within twenty-four hours of the receipt by me of this letter.

MR. BOEHM: I have no further questions at this time...subject to recall, Your Honor, in case there is something that should be clarified.

COURT: I think it's very unusual to have somebody come in and say these things without offering some kind of an alibi...which he can probably --unintelligible-- if people would just say "Yes, that's the way it happened," then that would be it.

MR. NUSSBAUM: Your Honor, thank God I have always believed that the better philosophy for myself, my family, my office...but when I'm caught with my pants down, I've said it, that's all. --unintelligible---

COURT: I might say for the record, I see nothing in here that would hurt the Design Contractors, which is one of the parties for whom you made the title because the deed would still be good as far as they're concerned.

MR. NUSSBAUM: That is correct.

COURT: Alright, sir.

LOUIS M. STRAUSS, a witness of lawful age, being first duly sworn, deposes and says:

(MR. BOEHM, direct examination)

1 Your name and address, Mr. Strauss.

A My name is Louis M. Strauss. I'm a practicing attorney. Address, 124 South Street, Annapolis, Maryland.

2 Mr. Strauss, how long have you known the Puhlman family?

A I suppose...

MR. BOEHM: Speak into the mike, please.

...I suppose about, indirectly...for business purposes, about three years. For family relationship with my father, I guess thirty years.

COURT: --unintelligible conversation with Court Reporter--

3 Now, Mr. Strauss, having known the family for such a period of time, are you apprised or have knowledge of Exhibit number four...of the deed of conveyance which created a certain Life Estate in Helen Puhlman with the Remainder over to Raymond Puhlman, her son?

A Yes, I am. I think Mr. Jack Demyan drew that. Yes, that 1380 folio 33, deed dated February the 2nd, 1960...prepared by the office of John Demyan.

4 Do you know the circumstances of the preparation of that deed?

A No, I don't. I didn't come into the crux of that deed until I was asked by Mrs. Puhlman to come up with a fair Contract of Sale, which was eventually assigned to Designed Contractors and

I visited Mrs. Puhlman and went over it with her and her son, Raymond.

5 Did you discuss the way the property was to be held or any of the changes that she had in mind?

A Yes. I went up there primarily after I wrote this contract of sale to explain to her and her son the tax benefits and why we wanted to take less than thirty per cent down and stretch it out, take care of the partial releases, the manner in which it was to be released, and indicated it was quite a bit of money for her to have and she should do it that way to save taxes. She indicated to me that...she says, "Well, Mr. Strauss, this came thirty years too late..." she was 83 years old, I believe, then... she said, "I won't have any fun out of it. This will be for Raymond." And so after I explained it to her and talked a little German to her she says, "Well, you go ahead, if you think that's the best way to do it, do it." That contract was executed and it provided for options to be exercised over a certain period of time then to be renewed and those options were exercised to purchase this property both from Raymond Puhlman and her and money was passed and turned over to me as her escrow agent and we opened up a savings account with Capital Savings Association, with money in both names was the survivorship. And I think, Mr. Boehm, you have the files of those accounts. Now, following that, there came a time to execute the deed....

6 Mr. Strauss, could I show you Exhibit number seven...is this what

you are calling...

A This account number 5962 was opened up in the name of Raymond Puhlman and Mrs. Puhlman and...and the signa...

MR. BOEHM: Signature card.

...signature card executed by Mrs. Helen Puhlman and Raymond Puhlman...which signature card recognized a joint savings account.

MR. BOEHM: I would like to introduce this as Exhibit number seven.

(SAVINGS ACCOUNT NUMBER 5962 RECORD FILED HEREWITH AND MARKED AS PLAINTIFF'S EXHIBIT NUMBER 7 IN EVIDENCE)

7 Mr. Strauss, I will call to your attention...I have the original book in my possession here, overlayment of an adhesive type print to change it after the death of the mother. Are you apprised of that?

A Well, he and I...we went over to the Building Association after Mrs. Puhlman, the mother, died. Mr. Raymond Puhlman added his sister's name, Lillian Gertz, on there in case something happened to him. But that was done after Mrs. Puhlman..his mother's death.

MR. BOEHM: Will the Court mark this Exhibit number seven?

(JOINT SAVINGS CARD IN NAMES OF GERTZ AND R. PUHLMAN FILED HEREWITH AND MARKED PLAINTIFF'S EXHIBIT NUMBER 7 IN EVIDENCE; THIS EXHIBIT FILED IN CONJUNCTION WITH PREVIOUS EXHIBIT 7, BOTH BEING DOCUMENTS ON SAVINGS ACCOUNT NUMBER 5962)

8 Now, with reference...further reference to the Contract of Sale

and the payments and the execution of the mortgage...I too, was a little lacks in not seeing the words put into the mortgage..but the Contract of Sale had Raymond Puhlman's name on it, because it...and it wasn't necessary, Your Honor, because she had full power under the deed Mr. Demyan drew to sell and dispose of it. So that was to make sure. She wanted his name on it and insisted he be on the Contract of Sale, and insisted that he be on the mortgage...she had full power to sell it.

COURT: Well, sir, his name wasn't necessary at all?

A His name wasn't necessary at all on the Demyan deed.

9 Did you, at any time, with your conversations with her during the course of your renewing of the options, executing the deed or the mortgage or any discussion prior thereto, did she indicate that she wished to change the status of the original deed as it was set forth?

A No...no, she clearly...made clear to me that Raymond was to be the beneficiary. She explained to me that she had already deeded ten acres to one son and some acreage to another daughter and the other children were well fixed and Raymond is the only one that stayed at home with her and took care of her and farmed the land. And it was...this was Raymond's inheritance and she wanted him...and we followed that way back before the deed and the mortgage when we opened a joint account from the deposit, and they exercised the options and it was carried thru after the settlement, the $4,565.66 that was delivered to me...and that was

deposited in the Building Association in a joint account with survivorship and with her signature. And one account had $10,000 in, which we had set aside for...

10 Will you read the number of the account, Mr. Strauss?

A That account is 6067, and the other account that carried the other balance...

11 Well, between the two accounts, that accounted for the down payment? Is that correct?

A Yes sir. That was put in joint accounts in accordance with her wish.

MR. BOEHM: I would like this marked as Plaintiff's Exhibit number eight, please.

(SAVINGS ACCOUNT NUMBER 6067 RECORD FILED HEREWITH AND MARKED AS PLAINTIFF'S EXHIBIT NUMBER 8 IN EVIDENCE.)

...now at the...I attended the settlement...saw both names on the deed and I was the one...they were getting ready to draw a deed of trust. And I said, "No, we don't like them over here in Anne Arundel County...too hard to find the Trustees sometimes to release them." So they tried to type up a mortgage and I saw both names on it and I didn't read into it. I should have read further. I, too, want to confess a mistake...I should have read further and seen that the...Helene Puhlman and Raymond Puhlman, as heir, that each was shown as survivor. But from the very early instance of the selling of this property, after the selling of it, everything was conducted as jointly...for the son in accordance with her wishes. And, of course, I had no idea she was going to die right away. I thought these people were re-

leasing the stuff. Following her death, still assuming that he was the survivor, we received $25,000 or $50,000 of the money... the exact actual amount was to make payment to pay Paul Puhlman.. we executed the releases still believeing that he was the survivor.

12 Paid to Raymond Puhlman, you mean?

A Yes...and...and following her death, we also released to Anne Arundel County streets, roads, driveways, just with his signature...to release the mortgage...still believeing that he was the survivor under the mortgage in accordance with the mutual understanding.

13 And as a result of the School Board's letter to Mr. Nussbaum, who, in turn, contacted you, this case was immediately prepared and filed.

A Yes sir. He was about as excited as I was. I think both of us slipped up a little bit. But I might say from the very beginning to the very end, it was all joint in accordance with the understanding...both the monies received before the sale and after the sale...

14 In fact, Mr. Strauss, the social security number of the mother is on the joint account, which is Exhibit number seven.

A I wouldn't know, sir. I don't know whose number it is, but there is a social security number there.

15 This is...the number of the son is 160-07-1892. That's the son's.

A Yes, it appears to be that.

16 And then the mother's is 217-46-3157.

A Yeah.

17 And Exhibit seven reflects the social security was her account...

A Together with Raymond's...

18 That's right.

A ...joint account with survivorship. And that was done before the conveyance...before the deed and before the mortgage was followed through...after the conveyance, and after the mortgage. So I, too, Your Honor, would like to confess to not checking the To Have and To Hold clause in the mortgage. It should have had "Remainderman" in it as it appears now, as Mr. Wohlgemuth has examined it, this appears that two people own it and it doesn't reflect the true intention of the parties.

MR. BOEHM: Alright, no further questions, Mr. Strauss. Thank you.

COURT: Any cross-examination?

MR. NUSSBAUM: No, Your Honor.

MR. BOEHM: Mr. Cook.

EDWARD J. COOK, a witness of lawful age, being first duly sworn, deposes and says:

(MR. BOEHM, direct examination)

1 Mr. Cook, your name and address, sir?

A My name is Edward J. Cook. My address is 601 Swan Creek Road, Oxon Hill, Maryland.

COURT: Prince Georges County?

MR. COOK: Yes. Prince Georges County.

2 Now, Mr. Cook, do you know the Puhlmans...that's Raymond Puhlman and Helene Puhlman?

A Yes sir.

3 When did you first meet them, sir?

A I would guess that to be 4...5 years ago. Possibly even 6.

4 What was the occasion?

A The occasion for the first meeting and all subsequent meetings had to do with my attempt to purchase the property.

5 And you were successful eventually?

A Yes, that's correct.

6 And you discussed the property sale with Mrs. Puhlman and her son during this course of your meetings?

A Yes, I discussed it at length a number of times.

7 At any time did she ever represent to you that she wanted the status of the property as it was held by those parties to be changed in any manner?

A I'm not sure I...

8 Well...

A ...understand, sir.

8 ...during your cour...your, strike that question. Subsequently, you finally were able to execute a Contract of Sale, isn't that correct?

A Yes, that's correct.

9 And when you discussed the sale of this property with Mrs. Puhlman and Mr. Puhlman, did she at any time explain to you that she wanted the property to be held...which sold otherwise, exercise her own right, or...

A No. It was always...always was conveyed to me that she was to have an interest in it for...

COURT: Excuse me. When you say "conveyed" you're talking about title. Do you...

MR. COOK: I'm sorry. "Told" to me, Your Honor. I...

COURT: You mean conveyed to you in the conversation?

MR. COOK: Yes, in the conversation. Yes.

COURT: Alright.

...she had always indicated or said to me that as long as she was there, she was going to have an interest in the property. But after she was gone, it was up to Raymond.

10 And as...what?

COURT: Excuse me. Up to Raymond, referring to what?

A The disposition of the property or what was done with it...the proceeds, anything coming from it.

11 Where did you meet the Puhlman family at the time?

A On the property.

12 And who was living in the property at the time?

A Just the two of them...Mrs. Puhlman, aged...and son, Raymond.

13 That was every time you visited to try to negotiate the sale to a final conclusion?

A Yes, sir.

COURT: Did you have any dealings with her alone?

MR. COOK: Oh...conversations...not alone, I don't think.

COURT: She usually had him present, did she?

MR. COOK: Yes sir. I think...I don't know that he was always present.

COURT: I see.

14 But she did state to you in her way of speaking that it was up to Raymond?

A The impression for me was unmistakeable...that it was to be Raymond's.

15 The property?

A That's correct...and no other party, meaning the other children with whom I had dealings on other parcels of property; those other children were not involved and I never had any discussion with those other children about this parcel of land.

COURT: She never had any of them there while you were discussing this?

MR. COOK: No sir.

16 Now when you discussed other children, you mean her son and daughter's acreage as she had heretofore...prior to discussing with you had deeded to them?

A That's correct. And I subsequently purchased those properties. And I make particular reference to a son named Paul from whom I had purchased ten acres of ground.

17 And that came out of the same tract?

A That came out of the same tract, yes. And I make also reference to a daughter named Fannie from whom I purchased two acres and that also came out of the same tract. And in my dealings with Paul Puhlman and daughter, Fannie, the dealings were exclusively with each of them. My dealings with Fannie had nothing to do with Raymond and Paul... the dealings with Paul had nothing to do with Fannie and Raymond and the dealings with Raymond, nothing to do with...I'll get it mixed up now...Fannie and whoever.

COURT: In other words, the only parties you dealt with on the properties were the parties who owned the properties.

MR. COOK: Correct, sir.

COURT: And you dealt with all the parties who owned the properties.

MR. COOK: Yes sir.

COURT: O.K.

18 The Contract of Sale which has been marked as an Exhibit and filed, Exhibit number three...was signed by both Helene Puhlman and

Raymond Puhlman.

A Yes sir.

MR. NUSSBAUM: Use this, Your Honor.

--unintelligible conversation between counsel and the Court--

MR. BOEHM: Unfortunately, my...

COURT: We can arrange to have photostats...how many pages is it?

MR. BOEHM: There's one page.

COURT: Well, we can have a photostat made and why don't you...

MR. BOEHM: I would have to...

COURT: Well, you go ahead and do what you want as far as the evidence is concerned. Offer it in evidence, without marking it, and...

MR. BOEHM: Right.

COURT: ...then when the photostatic copy comes, if it's...if everyone's agreeable, we'll mark it as...as the Exhibit.

19 I show you a plat which, unfortunately, was not attached to my copy of the Contract of Sale, but is attached to this photostatic copy which Mr. Nussbaum had in his file...showing a plat of the property. Is this...are you familiar with that?

A Yes sir.

20 Here, it says "ten acres to Paul Puhlman." Are you...

A Yes, I'm acquainted with that and...and that's Fannie Nichols'...

21 Two acres.

A ...two acres and that's approximately where they are. I mean, that fits in with the recorded land surveys I have had made.

22 And it's also stated on the plat, "Raymond Puhlman."

A Yes.

1380, folio
23 "L.N.P./33."

A Yes sir.

24 Which is Exhibit four.

MR. BOEHM: May I ask the Court to...

COURT: We'll have a photostat made and you can offer the photostat in evidence when it comes back after we have it made.

MR. BOEHM: Alright.

COURT: And in view of this, maybe you should have at least this one page photostated...bring this right back in court and Mr. Boehm will offer the photostat and then Mr. Nussbaum can have his original.

MR. BOEHM: Your Honor, I have no further questions of Mr. Cook, but when the plat comes back, could he identify that as what we've explained as...

COURT: Well, at this point you offered the photostatic copy of what he just identified.

MR. BOEHM: That is correct.

COURT: Plaintiff's Exhibit five?

MR. BOEHM: No, it would be attached to Exhibit

number three, the Contract of Sale. That's my copy, Exhibit A, referred to in the...

COURT: You offer this as Exhibit 3-A?

MR. BOEHM: That's right. 3-A.

COURT: I see. Alright. The photostatic copy is Exhibit 3-A.

(PHOTOCOPY OF THE PLAT IS FILED HEREWITH AND MARKED PLAINTIFF'S EXHIBIT 3-A IN EVIDENCE)

MR. BOEHM: No further questions. Mr. Puhlman.

RAYMOND PUHLMAN, a witness of lawful age being first duly sworn, deposes and says:

(MR. BOEHM, direct examination)

MR. BOEHM: We have to talk a little loud. Mr. Puhlman...he has a little hearing defect.

MR. PUHLMAN: Yes, you have to talk a little louder.

1 Now, Mr. Puhlman, your name and address.

A Harwood, Maryland.

2 Raymond Puhlman is your name?

A That's...Raymond Puhlman, that's right.

COURT: Harwood is Anne Arundel County, correct? Harwood's in Anne Arundel County?

MR. PUHLMAN: Pardon me?

COURT: Just for the purpose of the record, Harwood is in Anne Arundel County?

MR. PUHLMAN: Oh yes, I hear...that is.

COURT: O.K. sir.

MR. PUHLMAN: First District, sir.

3 Before you lived in Harwood, Mr. Puhlman, you resided in the Fourth Election District up at Waugh Chapel?

A Waugh Chapel, that's right.

4 And is this where the property before the Court...the property you and your mother owned, which is...

A That's right.

5 Exhibit One in this proceeding, that's where your farm

is located?

A That's right.

6 When did you live...start living with your mother at the home farm? When did you move to live with your mother at the farm?

A That was back in 1919 that we moved on the farm. Is that what you mean?

7 Yeah, that's right. And how long...and you've been staying on the farm up until it was sold?

A Not all the time, but I've been home ever since steady ever since 1955, I've kept...

8 And you looked after your mother, took care of her?

A Oh, yes. Oh, yes.

9 Now Mr. Puhlman, I show you the photostatic copies of...of Exhibits 7 and 8 which were the bank accounts. These are bank accounts that are deposited...funds are deposited at Capital City Federal. Is that correct?

A Uh-huh. Correct.

10 This one, here, is for ten thousand dollars...

A Uh-huh.

11 ...and it's circled in red on the card here. $10,000.

A That's right.

12 And what was that $10,000 from? It was on March 26th of 1970.

A Well, this was really from what-you-call...a...oh, what do you call it?

13 Down payment?

A Down payment and that's the down payment, the other one...

COURT: Deposit on the option?

14 Deposit?

A Deposit...that's it.

15 The other account, which is number 5962, in your and your mother's name shows a balance of the money of $43,666.91. That is also circled in red.

A That is the down payment.

16 Down payment. Now, Lillian Gertz, as it appears on 5962 account was added when? When was her name put on? Was it after the death of your mother?

A Oh, yes. Oh, yes. It was. In fact, it was done this year.

COURT: At whose instance was that done, Mr. Puhlman?

MR. BOEHM: Answer the judge.

COURT: Mr. Puhlman, at whose instance was that done? Who had her name...

MR. PUHLMAN: My mother. My mother.

COURT: Who had her name put on there?

MR. PUHLMAN: Oh, you mean on that book?

COURT: Yes, your sister's.

MR. PUHLMAN: Oh, I done that. My sister insisted on that...some...

COURT: She wanted that?

MR. PUHLMAN: She wanted her name on it in case something happened to me.

COURT: You don't have any heir, any family? You have no...

MR. PUHLMAN: No. No.

COURT: ...no...you were never married?

MR. PUHLMAN: Still single.

COURT: So you're still single. I see...and she is your full sister?

MR. PUHLMAN: Uh-huh.

COURT: O.K.

17 Mr. Puhlman, I show you this plat. Is this an outline of your property that you had up in...

A That's right. Correct.

18 It's attached...

COURT: It's attached to Exhibit what? 3-A?

MR. BOEHM: Exhibit 3-A.

COURT: I see.

18 Here's ten acres to Paul Puhlman.

A That's right.

19 That's your brother?

A That's right.

20 And here is two acres to Frannie Nichols.

A Uh-huh. That's my sister.

21 That's where they're located...were located on the property?

A Uh-huh. That's right.

22 This is the frontage upon which the mortgage was eventually placed, which is Exhibit 2.

A Uh-huh.

COURT: Well, you mean the property is the... other than the Frannie's and the Paul's?

MR. BOEHM: That's right...excepting those...

COURT: I see.

MR. BOEHM: ...remainder of the property.

23 Now, Mr. Puhlman, since your mother has passed away, have you released any property to Mr. Nussbaum's client, Designed Contractors? You've signed releases, have you not?

A I did sign releases, yes. That's...well, I did some signing...

MR. BOEHM: Talk into the...talk into the microphone

A I did sign the releases, yes.

COURT: Alright...and you got some payment for that? For which some payment money was received?

MR. PUHLMAN: Yes, I did get the payment for it. Oh, yes.

COURT: O.K. sir.

24 When...Mr. Puhlman, do you recall how...the date that I called to your attention that the mortgage had left the words out?

A Yes.

25 Do you recall that?

A Yes.

26 And what was your answer to me?

MR. BOEHM? Talk into the microphone. You don't recall, do you? Alright, let me refresh

your memory.

COURT: Do you remember Mr. Boehm calling you and telling you some words were left off the mortgage?

MR. PUHLMAN: Yes. Yes.

COURT: Now what did you tell Mr. Boehm when he told you that?

27 Do you remember the blue-backed instrument you brought to my office and said there had to be a mistake? Do you recall that?

A Yes. Yes.

28 That was the original deed of this Exhibit 4, was it not? It's the deed that Mr. Demyan drew.

A That's right. That's right.

29 And you pointed out what to me in this deed?

A Well, I did say that it must be a mistake here, because I cannot see anything...could not see anything...that anybody else should have anything. I mean...but somebody may have made a mistake. I'm trying to think of what...I've been saying so many things that I don't...

MR. BOEHM: Well actually, Your Honor, I will say that he was in a little state of a shock when I broke the news to him.

COURT: I can understand that.

30 Well, then, this Exhibit, this deed here...is a copy of the one...

A That...that's the one I was kicking about. That's what I brought

your attention to.

COURT: Well, it was just a mistake, and it doesn't look like anybody's hurt. It's just a mistake.

MR. BOEHM: No further questions, Mr. Puhlman. No further questions unless Mr. Nussbaum wants to ask any.

MR. NUSSBAUM: I have no questions, Your Honor.

COURT: Thank you very much, Mr. Puhlman.

MR. BOEHM: May it please the Court, in the case of Painter vs. Elea, September of 1962, which is in 229 Maryland at page 558...I believe recites the entire law, the latest law pertaining to reformation of contracts, especially when a...attorney or draftsman prepares the papers on behalf of both parties he is acting as an agent for both parties and recognized as a mutual mistake, if one is made, on behalf of both. I'm going to leave this copy with the Court. The reformation was granted where there was an error in the drafting of the instrument and there was no question in this case, it was an oversight...an unfortunate situation. I also enclosed a photostatic copy of reformation of instruments

from the Atlantic Digest, 45.8 is the key number.

COURT: Of what?

MR. BOEHM: 45.8...

COURT: Of reformation of...

MR. BOEHM: Of the deeds in, I mean, mortgages and notes. The cases in the northeastern area and the only time I see, Your Honor, where reformation has been denied is when laches has occurred...in one case, I think it was eleven years, in one case it was twelve years, the Court said it was too late, or there was a mistake in law and not in fact, or unilateral.

COURT: Or where somebody's interest is prejudiced by it and I don't know of anybody's interest prejudiced in this case.

MR. BOEHM: And I would like to present it to the Court in lieu of any further argument to the Court.

COURT: Alright, sir.

MR. BOEHM: Your Honor, the other case which has reformation of contracts is that of Cushman vs.: Anne Arundel case, which I was interested...which the Court of Appeals just

recently came down with was a mutual mistake and the whole contract was practically re-written.

COURT: I might say that the transaction, of course, as it appears to the Court...I've never seen evidence more overwhelmingly clear as to clarifying something that...on which there was some mistake made. In a case of this kind, which happens quite frequently, of course... the parties selling farms that have been in the family for years, they usually have no experience in real estate sales and purchases and so forth, and quite frequently the sale is a one-time...once in a life transaction, and therefore, the parties themselves aren't too familiar with the import or the effect of the various words.

The attorneys who were the ones that did advise and talk to the people in regard to this matter, of course, are those who are familiar with the law and the import of the words, and their testimony of course shows that the intent of the parties involved was that this was a jointly owned property. I might say that all of the past information in regard to the deed, where the mother

created the life interest in the son and retained powers of sale...disposition, that Mr. Strauss stated, of course, if she didn't... if theydidn't expect the son to have anything to do with it, there was no purpose of getting him on either the mortgage or the deed, because she could have signed the papers without any...without him appearing or being in the transaction at all. I might say also, that there is no evidence by the counsel... by counsel, in fact, all the evidence is contrary, that she ever intended to change the purpose for which she originally put the property in both names. Ordinarily, you originally put the property in...the remainder interest to a child so that the child gets the remainder of the property and when it was converted to money, the money that she actually collected she put in exactly the same situation as she did the property, originally. And I'm sure that as/she collected the money, if/she put it in joint names, there was no purpose for the uncollected money to go into any other account as long as she didn't break the train of the continual recognition of the joint ownership and interest

of the property. So under the circumstances, I can see no question, whatever, and no room for doubt that the fact that the gentleman here, Mr. Paul...Mr. Raymond Puhlman, would be entitled to the property as having the remainder interest in the property after the demise of his mother. And any Decree...as I am somewhat familiar with the case that you quoted, Mr. Boehm, in regard to these questions of reformation of deeds and the purpose of the Court's being here and having those cases is exactly for situations that exist, such as this kind, which some times something /inadvertently happens. And I might say in this case, of course, there's nobody prejudiced by time there's nobody prejudiced by the situation as it existed. And I might say even if they were, laches usually hardly ever takes place prior to the statute of limitations that's applied for the ordinary situation and that would be at least three years, or under seal it would be twelve. So there could possibly be no question of laches in a case of this kind. So under the circumstances, I will sign what...if you will prepare a Decree along that line, it might

remedy the situation so that the...the deed will be...the mortgage, the proceeds of the mortgage will be properly recognized as belonging to Mr. Puhlman, as survivor...of having the survivor's interest of the unpaid balance, as far as his mother...

MR. BOEHM: I'll have to ask the Court...in the Decree, to have the words, "Life Tenant..."

COURT: Life tenant.

MR. BOEHM: ...inserted in the original deed...

COURT: Yes.

MR. BOEHM: ...and "Remainderman" in the...after Mr. Puhlman and have the deed re-recorded or have it...

COURT: It would be "Life Tenant?" Well, "Life Tenant? and "Remainderman", you mean, in the deed.

MR. BOEHM: And then in the mortgage.

COURT: In the mortgage.

MR. BOEHM: Right.

COURT: Yes...and designate him as the remainderman in the mortgage.

MR. BOEHM: Will I have to re-record the mortgage or have the Clerk be directed to interdelineate?

COURT: Ordinarily, I think the Decree itself might

cover it but sometimes you like to cover it in the real estate records.

MR. BOEHM: Alright, I'll interdelineate and then record.

COURT: I would say this: the effect would be the same whether you handled it by a...a Decree of Court, or whether or not...if he could at this time, and I haven't thought this through, have a...a new instrument prepared.. But in either way, if a new instrument was to be prepared...was to be prepared, the Court would authorize it to be done and if not, would appoint a Trustee to execute it. But whichever way that you can bring about the result in...if you all will get into that, I know you are all real estate experts.

MR. NUSSBAUM: Your Honor, four lawyers probably have four different suggested remedies...and permit me to try mine out. On the assumption that Mr. Strauss or Mr. Puhlman have in their possession and file the original mortgage instrument, which I believe they do, based upon my mailing of same to them. I would suggest to the Court that if the Court signs a Decree

setting forth in essence what Mr. Boehm requested, that pursuant to that Decree the original mortgage document, with the inter-delineation of the words "Life Tenant" and "Remainderman" be re-recorded among the Land Records of Prince Georges County...

MR. BOEHM: Anne Arundel.

MR. NUSSBAUM: Anne Arundel County. Forgive me, Your Honor, with a clause typed thereon, "Intent and purpose of this re-recordation is to comply with the Order as passed by the Circuit Court for Anne Arundel County..."

COURT: And "A copy of which is attached hereto as an Exhibit," and file the copy along with the deed and then there can't be any question about the case number or anything else.

MR. NUSSBAUM: That's my thought, Your Honor.

COURT: Yes.

MR. BOEHM: Alright, thank you, Your Honor.

COURT: Alright, sir, if you can work it out along that line.

I hereby certify that the aforegoing transcript is a true and bona fide copy of the testimony and proceedings given in open court in the hearing of Raymond Puhlman vs. Designed Contracts, Inc. and Paul M. Nussbaum, on the 6th day of May 1971, in the Circuit Court for Anne Arundel County.

Irene Hazel

Irene Hazel, Court Reporter

I.H. $20.00 Pd. 5.14

BOOK 196 PAGE 186

No. 5962

CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND
SAVINGS ACCOUNT

Raymond Pullman or
Lillian Gertz
Route # 1 Box 4710
Harwood, Maryland 20776

holds a Savings Account representing share interest in CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, subject to its charter and by-laws, the Rules and Regulations for the Federal Savings and Loan System, and to the laws of the United States of America.

CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

January 8 19 70 Carole R. Hardesty
Teller
Authorized Signature

Case No. 20,332
Plaintiff's/Petitioner's Exhibit 7
Admitted in Evidence 5-6-71
For Identification

#7

Insured savings

Capital City Federal Savings and Loan Association offers the protection of an INSURED account up to $15,000. Under an Act of Congress, approved June 27, 1934, as amended, this insurance becomes automatically available to savings members by the Federal Savings and Loan Insurance Corporation. Accounts may be opened in the names of individuals, joint owners, partnerships, corporations and trustees. Inquiries are cordially invited.

Modern home financing

Capital City Federal Savings and Loan Association specializes in the modern plan of financing homes—by the Monthly Payment Direct Reduction mortgage loan. Each payment applies a lower amount to interest and a greater amount to principal, eventually resulting in the ownership of a debt-free home. Inquiries will receive immediate and friendly attention.

CAPITAL CITY FEDERAL
SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21401

BOOK 196 PAGE 187

No. 5962 5962

NAME

	DATE	MEMO.	DIVIDENDS	WITHDRAWALS	SAVINGS	BALANCE	
1	[illegible]			B***300[illegible]		**92,45685	SV
2	1 FEB-4 71			B****39 42		**92,41643	SV
3	1 FEB-4 71			B***457 50		**91,[illegible]33	SV
4	1 FEB 19 71			B****48 17		**91,[illegible]	SV
5	1 FEB 19 71			B***208 53		**91,70243	SV
6	1 MAR 19 71			B****38 22		**91,664 41	SV
7	1 MAR 19 71			B****27 01		**91,643 40	SV
8	1 APR-8 71	B**329 71	*1,150 27			**92,793 67	SV
9	1 APR 13 71			B***300 00		**92,493 67	SV
10	1 APR 13 71			B**3,848 04		**88,645 63	SV
11	2 APR 21 71			B*****8 47		**88,637 16	SV
12	2 APR 21 71			B****35 26		**88,601 90	SV
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BOOK 196 PAGE 188

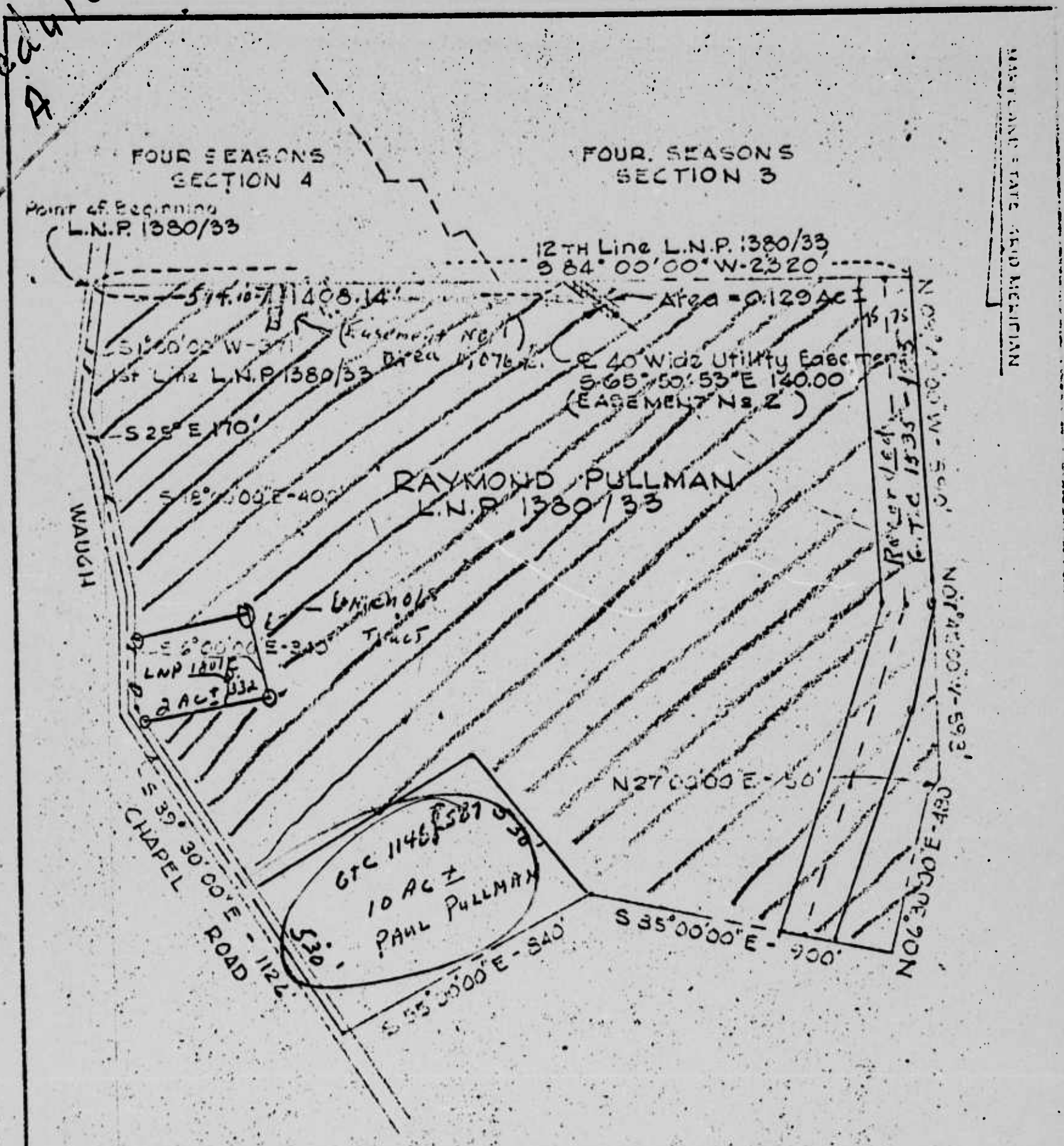
No. 5962

NAME

	DATE	MEMO	DIVIDENDS	WITHDRAWALS	SAVINGS	BALANCE	
1	2 JAN-8 70				$ ***100 00	****100 00	SV
2	1 MAR 26 70	2 **326 70	****1 25			****101 25	SV
3	1 MAR 26 70				$ **43,565 66	**43,666 91	SV
4	2 APR-3 70				$ **5,473 27	**49,140 18	SV
5	1 APR 15 70			3 **2,994 00		**46,146 18	SV
6	1 APR 21 70			3 ***440 00		**45,706 18	SV
7	2 APR 30 70			3 **8,250 00		**37,456 18	SV
8	1 JUN-4 70			3 **7,000 00		**30,456 18	SV
9	1 JUN 12 70			3 ***300 00		**30,156 18	SV
10	1 JUL-2 70	2 **626 70	**480 18			**30,636 36	SV
11	1 JUL-2 70			3 **7,000 00		**23,636 36	SV
12	2 JUL 22 70			3 ***179 95		**23,456 41	SV
13	2 JUL 22 70				$ ****30 63	**23,487 04	SV
14	1 AUG 11 70			3 **7,401 24		**16,085 80	SV
15	1 AUG 11 70				$ ****59 82	**16,145 62	SV
16	1 SEP-9 70			3 ***300 00		**15,845 62	SV
17	1 OCT-5 70	2 **928 70	**243 08			**16,088 70	SV
18	1 OCT-5 70			3 ****27 11		**16,061 59	SV
19	1 OCT-5 70			3 ****30 16		**16,031 43	SV
20	2 DEC 28 70			3 ****23 91		**16,007 52	SV
21	1 JAN-4 71	2 1,229 70	**200 41			**16,207 93	SV
22	1 JAN-4 71				$ **76,698 32	**92,906 25	SV
23	1 JAN 12 71			3 ***150 00		**92,756 25	SV
24							

#7

Schedule A



Case No. 20,332

Exhibit 3A

5-6-71

1st Easement No. 1

217	46	3157

BOOK 196 PAGE 190

Account No. 5962

A, Raymond Pullman - Son Lillian Gortz, Sister
and B, ~~Helene Pullman — Mother~~ ✓ - Deceased
and C, 217-46-3157

Type All Names: (Last Name) (First Name) (Middle Name)

as joint tenants with right of survivorship and not as tenants in common, and not as tenants by the entirety, the undersigned hereby apply for a savings account in

Capital City Federal Savings and Loan Association

and for the issuance of evidence thereof in their joint names described as aforesaid. You are directed to act pursuant to any one or more of the joint tenants' signatures, shown below, in any manner in connection with this account and, without limiting the generality of the foregoing, to pay, without any liability for such payment, to any one or the survivor or survivors at any time. This account may be pledged in whole or in part as security for any loan made by you to one or more of the undersigned. Any such pledge shall not operate to sever or terminate either in whole or in part the joint tenancy estate and relationship reflected in or established by this contract. It is agreed by the signatory parties with each other and by the parties with you that any funds placed in or added to the account by any one of the parties *are and shall be conclusively intended to be a gift and delivery* at that time of such funds to the other signatory party or parties to the extent of his or their pro rata interest in the account. You are authorized to accept checks and other instruments for credit to this account, whether payable to one or more of the parties, and to supply any needed endorsement. You are relieved of any liability in connection with collection of all items handled by you without negligence, and shall not be liable for acts of your agents, sub-agents or others or for any casualty. Withdrawals may not be made on account of such items until collected, and any amount not collected may be charged back to this account, including expense incurred, and any other outside expense incurred relative to this account may be charged to it. The official proxy committee of the institution is authorized in our absence to cast our vote or votes at any meeting of the members from year to year until this proxy is cancelled in writing.

A Raymond Pullman Waugh Chapel Road, Gambrills, Md.
Signature (Type) Street City & State Phone

B [illegible] Waugh Chapel Road, Gambrills, Md.
Signature (Type) Street City & State Phone

C
Signature (Type) Street City & State DATE

Note: The correct way to establish a common law joint tenancy or its equivalent in any state is to use "and" in joining tenants' names on all evidence of the account. All tenants should sign this card. Rule out unused signature line.

[illegible] 160-07-1892 Account No. 5962

A,
and B, Raymond Pullman
and C, Lillian Gertz

Type All Names: (Last Name) (First Name) (Middle Name)

as joint tenants with right of survivorship and not as tenants in common, and not as tenants by the entirety, the undersigned hereby apply for a savings account in

Capital City Federal Savings and Loan Association

and for the issuance of evidence thereof in their joint names described as aforesaid. You are directed to act pursuant to any one or more of the joint tenants' signatures, shown below, in any manner in connection with this account and, without limiting the generality of the foregoing, to pay, without any liability for such payment, to any one or the survivor or survivors at any time. This account may be pledged in whole or in part as security for any loan made by you to one or more of the undersigned. Any such pledge shall not operate to sever or terminate either in whole or in part the joint tenancy estate and relationship reflected in or established by this contract. It is agreed by the signatory parties with each other and by the parties with you that any funds placed in or added to the account by any one of the parties *are and shall be conclusively intended to be a gift and delivery* at that time of such funds to the other signatory party or parties to the extent of his or their pro rata interest in the account. You are authorized to accept checks and other instruments for credit to this account, whether payable to one or more of the parties, and to supply any needed endorsement. You are relieved of any liability in connection with collection of all items handled by you without negligence, and shall not be liable for acts of your agents, sub-agents or others or for any casualty. Withdrawals may not be made on account of such items until collected, and any amount not collected may be charged back to this account, including expense incurred, and any other outside expense incurred relative to this account may be charged to it.

A Raymond Pullman Route 7 Box 4710 - 4710 Owensville Rd. Harwood, Md
Signature (Type) Street City & State Phone

B Lillian P. Gertz, Davidsonville, Md. 798-0735
Signature (Type) Street City & State Phone

C
Signature (Type) Street City & State DATE

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#7

No. 6067

BOOK 196 PAGE 191

CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND

SAVINGS ACCOUNT

This Certifies that

Raymond Pullman and /or Helene Puhlman
Waugh Chapel Road
Gambrills, Maryland

holds a Savings Account representing share interests in CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, subject to its charter and by-laws, the Rules and Regulations for the Federal Savings and Loan System, and to the laws of the United States of America.

CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

March 26, 1970

Alice Syverson-~~TELLER~~ Tetler
Authorized Signature

Case No. 20,332
Plaintiff's Exhibit 8
Defendant's
Admitted in Evidence 5-6-71
Not admitted in evidence. Identification

#8

Insured savings

Capital City Federal Savings and Loan Association offers the protection of an INSURED account up to $15,000. Under an Act of Congress, approved June 27, 1934, as amended, this insurance becomes automatically available to savings members by the Federal Savings and Loan Insurance Corporation. Accounts may be opened in the names of individuals, joint owners, partnerships, corporations and trustees. Inquiries are cordially invited.

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CAPITAL CITY FEDERAL
SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21401

BOOK 196 PAGE 192

No. 6067

	DATE	MEMO.	DIVIDENDS	WITHDRAWALS	SAVINGS	BALANCE	
1	MAR 26 70				BR **10,000 00	**10,000 00	BY
2	JUL-2 70	2**626 70	**125 00			**10,125 00	BY
3	OCT-5 70	3**928 70	**126 56			**10,251 56	BY
4	JAN-4 71	41,229 70	**128 14			**10,379 70	BY
5	APR-8 71	5**329 71	**129 74			**10,509 44	BY
6							
7							
8							
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24							

160 | 07 | 1892

Account No. 6067

BOOK 196 PAGE 193

A, Raymond Pullman

and B, Helene Puhlman

and C,

Type All Names: (Last Name) (First Name) (Middle Name)

as joint tenants with right of survivorship and not as tenants in common, and not as tenants by the entirety, the undersigned hereby apply for a savings account in

Capital City Federal Savings and Loan Association

and for the issuance of evidence thereof in their joint names described as aforesaid. You are directed to act pursuant to any one or more of the joint tenants' signatures, shown below, in any manner in connection with this account and, without limiting the generality of the foregoing, to pay, without any liability for such payment, to any one or the survivor or survivors at any time. This account may be pledged in whole or in part as security for any loan made by you to one or more of the undersigned. Any such pledge shall not operate to sever or terminate either in whole or in part the joint tenancy estate and relationship reflected in or established by this contract. It is agreed by the signatory parties with each other and by the parties with you that any funds placed in or added to the account by any one of the parties *are and shall be conclusively intended to be a gift and delivery* at that time of such funds to the other signatory party or parties in the extent of his or their pro rata interest in the account. You are authorized to accept checks and other instruments for credit to this account, whether payable to one or more of the parties, and to supply any needed endorsement. You are relieved of any liability in connection with collection of all items handled by you without negligence, and shall not be liable for acts of your agents, sub-agents or others or for any casualty. Withdrawals may not be made on account of such items until collected, and any amount not collected may be charged back to this account, including expense incurred, and any other outside expense incurred relative to this account may be charged to it. The official proxy committee of the institution is authorized in our absence to cast our vote or votes at any meeting of the members from year to year until this proxy is cancelled in writing.

A Raymond Pullman 1ch Chapel Road GAMBRILLS, Annapolis, Md.

Signature (Type) Street City & State Phone

B Helene Puhlman 1416 Chapel Rd GAMBRILLS MD

Signature (Type) Street City & State Phone

C DATE

Signature (Type) Street City & State

Note: The correct way to establish a common law joint tenancy or its equivalent in any state is to use "and" in joining tenants' names on all evidence of the account. All tenants should sign this card. Rule out unused signature line.

#8

BOOK 196 PAGE 194

REICHELT, NUSSBAUM & BROWN
PAUL M. NUSSBAUM
Attorney-at-Law
3723-34TH STREET
MT. RAINIER, MARYLAND 20822
779-9000

HELENE POHLMANN

RAYMOND PULLMAN

Case No. 211-N Date 3/18/70

Address: c/o Louis M Strauss, Esq
124 South Street - Annapolis Md

In the matter of Sale of Lot Block Sub.: 84.378 Acres

~~Purchase~~ Sales PRICE @ $2,700= per ac.		22782060
~~Contract Deposit~~ DEPOSIT Held By Seller		25000—
FIRST DEED OF TRUST		
INTEREST from to		
Payment Due / Prepayment Penalty		
Assumption Fee / Release Fee		
$25,000.00 (deposit) received from Capital City Federal Savings & Loan Association ESCROW & Louis M. Strauss, less $1,750.00 Attorney fees.		
SECOND DEED OF TRUST		
INTEREST from to		
DEFERRED PAYMENTS 2 Acres plus 4.7040		1469460
~~INSURANCE~~ @ 3375= =		15876—
FINANCING REQUIREMENTS		
INSURANCE		
mos. ins. escrow		
Conveyancing		
F.H.A. Mtg. Ins. Prem.		
mos. tax escrow		
Credit Report		
Placement Fee		
Lenders Inspection		
Appraisal Fee		
House Location / SURVEY & PLAT		
Stake Out		
Title Insurance		
Mtgees. & Binder — Owners		
TAXES AND RECORDING CHARGES		
NOTARY SERVICE $ / TAX REPORT $		
6/22/70 TAXES ~~7/1/70~~ @ $ 201.92 yr.		5721
Front Foot Benefit Charges @ $ yr.		
TAXES FOR @ $ yr.		
REVENUE STAMPS: State $ 1/2 @ $ 7= per M		798—
TRANSFER TAX 1/2		5695
Recording Service Deed(s) Trust(s) Fin. Stmt. Release(s)		
WATER ESCROW (Seller to order "Special Reading" and forward paid bill to this office)		
ATTORNEY FEES:		
EXAMINATION OF TITLE & CERTIFICATE		
PREPARING Deed(s) Trust(s) Fin. Stmt. Release(s)		
NOTING INSTRUMENTS & Ident. of Notes		
SETTLEMENT FEE $ / SERVICE CHARGE $		
BALANCE DUE — — To Seller — — ~~By Purchaser~~		54565660
SUBJECT TO FINAL AUDIT		22787781 22787781

6 5-6-71 20,332 Bl. 17

No responsibility is assumed by this office as to correctness of information furnished as to principal, interest, insurance & escrow funds on assumed trusts, if any, water rent, taxes or assessments except as reported on the tax certificate. *No liability on part of this office for matters not appearing of record when examination is made, nor for special assessments for street improvements not reflected on the treasurer's current levy book.*

Settlement held in accordance with
☐ real estate contract exhibited at settlement
☐ oral instructions of all parties

We the undersigned hereby acknowledge receipt of a copy of this settlement sheet.

APPROVED Louis M Strauss
Atty for Helene Pohlmann — Raymond Pullman

#6

RAYMOND PULLMAN	*	IN THE
Complainant	*	
Vs.	*	CIRCUIT COURT
DESIGNED CONTRACTS, INC.	*	
And	*	FOR
PAUL M. NUSSBAUM	*	ANNE ARUNDEL COUNTY
Respondents	*	EQUITY NO. 20,332

* * * * * * *

DECREE

The cause standing ready for hearing and being submitted, the Counsel for the parties were heard, and the proceedings considered.

It is thereupon this 7th day of May, 1971, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that the mortgage in these proceedings mentioned, executed on March 18, 1970, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber M.S.H. No. 2334, Folio 424, wherein Designed Contracts, Inc. appears as Mortgagor and Helene Puhlman and Raymond Pullman appear as Mortgagees, a copy of which is fixed in these proceedings as Complainant's Exhibit 2 be and the same is hereby reformed by the insertion of the words "Life Tenant" following name of Helene Puhlman, where and whenever said name appears in said mortgage and further by the insertion of word "Remainderman" following the name of Raymond Pullman where and whenever said name appears in said mortgage. And said Mortgage shall read as if originally written with the words "Life Tenant" following the name of Helene Puhlman and the word "Remainderman" following the name of Raymond Pullman.

And it is further ORDERED and DECREED that added designations as decreed aforesaid may by interlineation be added to the original mortgage and the same be received for re-recordation by the Clerk of this Court with notation thereon that the mortgage as reformed by interlineation is recorded in conformity with this decree.

And it is further ORDERED that the Complainant and Respondents pay the costs herein.

FILED
1971 MAY -7 PM 2:43

George Sachs
Judge

28

BOOK 196 PAGE 196

MICHAEL R. ROBLYER
Substitute Trustee

VS.

RALPH NICHOLAS CLARK and
EDITH IRENE CLARK

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* NO. 20,642 EQUITY

* * * * * * * * * * *

Madam Clerk:

Please docket the above entitled case, enter the attached Deed of Trust from Ralph Nicholas Clark and Edith Irene Clark, his wife, to Vincent Coletti and Thomas A. Walsh, Trustees, dated February 21, 1969, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2250, folio 263, as Exhibit No. 1 therein, enter Deed of Trust Note from Ralph Nicholas Clark and Edith Irene Clark, his wife, to Peoples Bond and Mortgage Company, a body corporate of the Commonwealth of Pennsylvania, said note having been endorsed and presently held by the Federal National Mortgage Association, enter Deed of Appointment executed by the Federal National Mortgage Association, appointing and substituting Michael R. Roblyer, as the Trustee in the above mentioned Deed of Trust as Exhibit No. 3, therein.

Michael R. Roblyer

Michael R. Roblyer
15 West Street, P. O. Box 365
Annapolis, Maryland 21404
263-4433

Filed Dec. 2, 1971

BOOK 196 PAGE 197

EXHIBIT 3

BOOK 2457 PAGE 165

THIS DEED OF APPOINTMENT, Made this 14th day of November, 1971, by Federal National Mortgage Association, a body corporate of the United States of America, WITNESSETH:

WHEREAS, on the 21st day of February, 1969, Ralph Nicholas Clark and Edith Irene Clark, his wife, executed a deed to Vincent Coletti and Thomas A. Walsh, Trustees, for the land and property more fully described therein, said Deed of Trust being recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2250, Folio 263; and

WHEREAS, said Deed of Trust secures a note dated February 21, 1969, from Ralph Nicholas Clark and Edith Irene Clark, his wife, to Peoples Bond and Mortgage Company, a body corporate of the Commonwealth of Pennsylvania, in the face amount of Twelve Thousand One Hundred Dollars ($12,100.00); and

WHEREAS, said note was endorsed by Peoples Bond and Mortgage Company, a body corporate of the Commonwealth of Pennsylvania, to the order of Federal National Mortgage Association; and

WHEREAS, said Deed of Trust contains the following power of appointment to substitute trustee:

> "*** the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a trustee in the place instead of any trustee herein named or any succeeding or substitue trustee, which appointed and substituted trustee or trustees shall have all the rights, powers and authorities and be charged with all the duties that are conferred or charged upon any trustee or trustees herein named.***"

NOW, THEREFORE, by virtue of the authority vested in said Federal National Mortgage Association by said Deed of Trust, Federal National Mortgage Association appoints and substitutes Michael R. Roblyer as Trsutee, in the place and stead of Vincent Coletti and Thomas A. Walsh in said Deed of Trust.

IN WITNESS WHEREOF, Federal National Mortgage Association has caused this deed to be executed on its behalf by its Asst Vice President the day and year first above written.

ATTEST

Kathryn E. Greene
Asst Secretary

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: Norbert C. Greene
Norbert C. Greene
Asst Vice President

1971 DEC 20 PM 2:55

RECORDED FOR RECORD
ANNE ARUNDEL COUNTY

DEC-20-71 PAID 7.00

CHARLES S. HOLT, CLERK

ACKNSC

7.00

BOOK 196 PAGE 198

BOOK 2457 PAGE 166

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, TO WIT:

I HEREBY CERTIFY that on this 19th day of November, 1971, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania. in and for the County of Philadelphia, personally appeared Norbert C. Greene, the Asst Vice President of Federal National Mortgage Association who acknowledged the foregoing Deed of Appointment to be the act and deed of Federal National Mortgage Association and made further oath that he is authorized to make this acknowledgement on behalf of said Association.

AS WITNESS my hand and Notarial Seal.

Fannie Lippincott
NOTARY PUBLIC

My commission expires:

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 20, 1975

Return to Equity

FHA FORM NO. 2127m
Rev. September 1966

BOOK 196 PAGE 199
LIBER 2250 PAGE 263

App. No. 13732
S4010

FINANCING STATEMENT RECORDED

DEED OF TRUST

EXHIBIT 1
No. 20,642 Equity

THIS DEED, made this 21st day of February, 1969, by and between RALPH NICHOLAS CLARK and EDITH IRENE CLARK, his wife, of 1240 Breitwert Avenue, Odenton, Md. party of the first part and VINCENT COLETTI and THOMAS A. WALSH, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto PEOPLES BOND & MORTGAGE CO., whose post office address is 1426 Walnut Street, Philadelphia, Pennsylvania 19102, a corporation organized and existing under the laws of Commonwealth of Pennsylvania, in the principal sum of Twelve Thousand One Hundred and 00/100---------- Dollars ($ 12,100.00), with interest from date at the rate of seven and one-half per centum (7-1/2 %) 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 Eighty-Four and 70/100---------- Dollars ($ 84.70), commencing on the first day of April, 1969, 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 March, 1999. All of the aforesaid sum of money being for the purchase 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 the Party of the First Part 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, known and distinguished as 1240 Breitwert Avenue, Odenton, Maryland

BEGINNING for the same at the corner formed by the intersection of the Northerly side of Breitwert Avenue and the Westerly side of Harding Avenue and running thence Westerly, binding on the North side of Breitwert Avenue 100 feet; thence Northerly and parallel with Harding Avenue, 200 feet; thence Easterly and parallel with Breitwert Avenue 100 feet to the West side of Harding Avnnue; thence Southerly and binding on Harding Avenue 200 feet to the place of beginning. Being Lots Nos. 64 and 65 as shown on the Plat of Bonaventure, said Plat recorded among the Land Records of Anne Arundel County in Plat Book 14, folio 1.

SAVING AND EXCEPTING THEREFROM, however, that portion of Lot 64 conveyed by James A.Jackson, Jr., and wife to Elmer G. Butler and wife by Deed dated February 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1368, folio 32 and more particularly described as follows:

BEGINNING FOR THE SAME on the Northeast side of Breitwert Avenue, as laid out 40 feet wide at a point distant, North 56 ° 20' West 90 feet from the Northwest side of Harding Avenue as laid out 40 feet wide; thence running with the Northeast side of Breitwert Avenue, North 56° 20' West 10 feet; thence leaving said Avenue and running with the division line between Lot No. 63 and Not No. 64, as shown on the Plat of Bonaventure filed among the Land Records of Anne Arundel County in Plat Book 14, folio 1, North 33° 40' East 200 feet; thence leaving the said division line and running with part of the rear line of Lot No. 64, South 56° 20' East 10 feet; thence leaving the said rear line and running through Lot No.64, South 33° 40' West 200 feet to the place of beginning. Containing 2,000 square feet of land more or less.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Hallie V. Jackson unto the Parties of the First Part herein.

By the execution of this Deed of Trust, the Party of the First Part certifies and acknowledges that prior thereto he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with the loan secured hereby both as required by Chapter 453 of the Acts of 1968, Public General Laws of the State of Maryland.

PEOPLES BOND & MORTGAGE CO., The Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

Dec. 2, 1971

PEOPLES BOND & MORTGAGE CO.
BY: [signature]

59 MAR 13 AM 10:59
RECORDED
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. COUNTY

(I) If and so long as said note 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 Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(B) 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) 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 Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

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

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge(in lieu of mortgage insurance premium), as the case may be;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) 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 two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments, but in no event shall such "late charge" exceed such amount as permitted there for by Chapter 453, Acts of 1968, Laws of Maryland.

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

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and costs, expenses and charges of attorneys for services in any legal proceeding wherein Trustee shall be made a party by reason of this Deed of Trust, 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 on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

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

7. The party of the first part further agrees that should this Deed of Trust 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 Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That 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 full legal interest.

9. That 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 of funds

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.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns forever in fee simple.

ALSO together with each and every of the interior and exterior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection therewith and all additions and replacements thereto including without limitation the following described items, all of which shall be deemed to be fixtures and a part of the realty covered by this Deed of Trust.

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 their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND 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 their cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of $5.00, plus 50 cents for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two Trustees.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, 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 in fee simple, 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: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or 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; Secondly, 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; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

BOOK 196 PAGE 202
LIBER 2250 PAGE 266

which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

11. The party of the first part covenants and agrees that so long as this Deed of Trust 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 holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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 parties of the first part on the day and year first above written.

Witness:

Ralph Nicholas Clark [SEAL]

RALPH NICHOLAS CLARK [SEAL]

Edith Irene Clark [SEAL]

EDITH IRENE CLARK [SEAL]

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

I HEREBY CERTIFY, that on this the 21st day of February, 19 69, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared RALPH NICHOLAS CLARK and EDITH IRENE CLARK, 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 purposes therein contained.

At the same time, also personally appeared WILLIAM E. DIXON, the Agent of the party secured by the aforegoing deed of trust, and made oath in due form of law that the consideration of said deed of trust is true and bona fide as therein set forth; he further made oath that he is the agent of the party secured by the aforegoing deed of trust and as such is duly authorized to make this affidavit.

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

Notary Public

My commission expires: July 1, 1969

*and further that the amount of the loan which said Deed of trust has been given to secure was paid over and disbursed by the party secured by the Deed of Trust to either the borrower or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of the Deed of Trust.

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.

THE MONUMENTAL TITLE COMPANY
91 AQUAHART ROAD
Mailed to GLEN BURNIE, MARYLAND 21061

U. S. INCORPORATED

STATE OF MARYLAND

LOAN NO.

Deed Of Trust

RALPH NICHOLAS CLARK

EDITH IRENE CLARK

TO

VINCENT COLETTI

THOMAS A. WALSH

Trustee.

RECEIVED FOR RECORD on the day of A.D. 19 , at o'clock M., and recorded in Liber No. at folio one of the Land Records.

FINANCING STATEMENT

Examined by Recorder.

GPO 930-325

BOOK 196 PAGE 203 App. No. 13732

FHA FORM NO. 9127
Revised August 1964

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

EXHIBIT 2

DEED OF TRUST NOTE

FHA CASE NO. 241-037632

$ 12,100.00 Anne Arundel County, Maryland,

February 21, 1969

FOR VALUE RECEIVED, the undersigned promise(s) to pay to PEOPLES BOND & MORTGAGE CO., a body corporate of the Commonwealth of Pennsylvania, or order, the principal sum of Twelve Thousand One Hundred and 00/100---------- Dollars ($ 12,100.00), with interest from date at the rate of seven and one-half per centum (7-1/2 %) per annum on the unpaid balance until paid, said principal and interest being payable at the office of PEOPLES BOND & MORTGAGE CO. in Philadelphia, Pennsylvania, or at such other place as the holder hereof may designate in writing, in monthly installments of Eighty-Four and 70/100------ ---------- Dollars ($ 84.70), commencing on the first day of April, 19 69, 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 March, 1999.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

Dec. 2, 1971

RALPH NICHOLAS CLARK

Edith Irene Clark

EDITH IRENE CLARK

THIS IS TO CERTIFY that this is the Note described and secured by a Deed of Trust of even date herewith and in the same amount as therein stated to VINCENT COLETTI and THOMAS A. WALSH, Trustees, on real property located in Anne Arundel County, Maryland, known as 1240 Breitwert Avenue, Odenton, Maryland 21113.

Dated this 21st day of February, 1969.

Notary Public

My Commission expires: July 1, 1969

104015-P Rev. 8/64 HUD-Wash., D. C.

BOOK 196 PAGE 204

Pay to the order of the FEDERAL NATIONAL MORTGAGE ASSOCIATION
without recourse

PEOPLES BOND AND MORTGAGE COMPANY

By _____
Vice President

EXHIBIT 4

BOOK 196 PAGE 205

MICHAEL R. ROBLYER Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RALPH NICHOLAS CLARK and EDITH IRENE CLARK	*	NO. 20,642 EQUITY

* * * * * * * * * * *

STATEMENT OF DEED OF TRUST DEBT

Original Principal Amount of Deed of Trust	$12,100.00
Less Payments on account of Principal	244.73
Balance due on Principal	11,855.27
Add: Interest (7 months at $2.47 per day)	528.58
Add: Fire Insurance Premium	25.55
Add: Late Charge	15.96
Balance due - Total Deed of Trust Claim	$12,425.36

Michael R. Roblyer

Michael R. Roblyer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Substitute Trustee, and made oath in due form of law that the foregoing Statement is correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joyce E. Yochelson

JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

Filed Dec. 2, 1971

BOOK 196 PAGE 206

MICHAEL R. ROBLYER Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RALPH NICHOLAS CLARK and EDITH IRENE CLARK	*	NO. 20,642 EQUITY

* * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of December, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Substitute Trustee, and made oath in due form of law that he knows the Defendants herein and that to the best of his knowledge and 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.

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

5. Said Defendants are not an officer of the Public Health Service detailed by proper authority for duty with any branches of the Military Service of the United States.

Michael R. Roblyer
Michael R. Roblyer
Substitute Trustee

SUBSCRIBED AND SWORN to before me this 2nd day of December, 1971.

Joyce E. Yochelson
JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

Filed Dec. 2, 1971

F. 21733 1/55

Equity 20,642

BOOK 196 PAGE 207

BOOK 16 PAGE 15

No 20642 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, MICHAEL R. ROBLYER, Substitute Trustee

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand and 00/100 ($12,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this day of , in the year of our Lord

WHEREAS, the above bounden Michael R. Roblyer, Substitute Trustee

by virtue of the power contained in a ~~mortgage from~~ Deed of Trust from Ralph Nicholas Clark and Edith Irene Clark, his wife to Vincent Coletti and Thomas A. Walsh bearing date the 21st day of February, 1969 and recorded among the ~~mortgage~~ Land Records records of Anne Arundel County in Liber M.S.H. No. 2250 Folio 263 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Michael R. Roblyer, Substitute Trustee

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

IN TESTIMONY WHEREOF, the above bounden Michael R. Roblyer, Substitute Trustee

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Susan P Swidle

Michael R. Roblyer [SEAL]

Michael R. Roblyer

[SEAL]

FILED
1971 DEC -7 AM 9:33

NATIONAL SURETY CORPORATION

As to Surety

Susan P Swidle

By George E. Rullman
George E. Rullman, Agent

Attorney in fact

Bond approved this 7th day of December, 1971
Marjorie S. Holt
Clerk

BOOK 196 PAGE 208

MICHAEL R. ROBLYER Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RALPH NICHOLAS CLARK and EDITH IRENE CLARK	*	NO. 20,642 EQUITY

* * * * * * * * * * *

Madame Clerk:

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on the 21st day of December, 1971, a notice of the foreclosure of the Mortgage from Ralph Nicholas Clark and Edith Irene Clark to Vincent Colletti and Thomas A. Walsh, Trustees, the sale of the subject property at public auction on the premises on January 11, 1972 at 10:30 A.M., and the terms of said sale, were mailed by certified mail return receipt requested to Ralph Nicholas Clark and Edith Irene Clark at their last known address, 1240 Breitwert Avenue, Odenton, Maryland.

The above was in compliance with Rule W74a, 2 (b).

SUBSCRIBED and sworn to this 19th day of January, 1972.

Michael R. Roblyer
Michael R. Roblyer

Joyce E. Yochelson
Joyce E. Yochelson Notary Public

My commission expires: July 1, 1974

FILED
1972 JAN 20 PM 2:40

BOOK 196 PAGE 209

MICHAEL R. ROBLYER Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
RALPH NICHOLAS CLARK and EDITH IRENE CLARK	*	NO. 20,642 EQUITY

* * * * * * * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Michael R. Roblyer, Substitute Trustee, to make sale of the real estate mentioned in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Ralph Nicholas Clark and Edith Irene Clark to Vincent Colletti and Thomas A. Walsh, Trustees, dated February 21, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2250, Folio 263, to make sale of the property herein described in case of default, and default having occurred thereunder, the said Michael R. Roblyer, Substitute Trustee, as aforesaid, after having given bond with approved surety and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described for sale by public sale on the premises on Tuesday, January 11, 1972 at 10:30 A.M. and then and there sold the property to Federal National Mortgage Association, at and for the sum of Thirteen Thousand Six Hundred Dollars ($13,600.00) they then and there being the highest bidders therefor, which property is described as follows:

ALL THAT lot or parcel of ground situate, lying and being in the Third Taxing District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the corner formed by the intersection of the Northerly side of Breitwert Avenue and the Westerly side of Harding Avenue and running thence Westerly, binding on the North side of Breitwert Avenue 100 feet; thence Northerly and parallel with Harding Avenue, 200 feet; thence Easterly and parallel with Breitwert Avenue 100 feet to the West side of Harding Avenue;

FILED
1972 JAN 20 PM 2:39

thence Southerly and binding on Harding Avenue 200 feet to the place of beginning. Being Lots Numbers 64 and 65 as shown on the Plat of Bonaventure, said Plat recorded among the Land Records of Anne Arundel County in Plat Book 14, folio 1, SAVING AND EXCEPTING THEREFROM, however, that portion of Lot 64 conveyed by James A. Jackson, Jr., and wife to Elmer G. Butler and wife by Deed dated February 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1368, folio 32. Said exception containing 2,000 square feet of land, more or less.

BEING the same property which was conveyed to Ralph Nicholas Clark and Edith Irene Clark, his wife, by Hallie V. Jackson by deed dated February 21, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2250, folio 260.

AND THE said Substitute Trustee further reports that he has received from the said purchasers the deposit as required by the Terms of Sale and has also received the purchasers' agreement to comply with the Terms of Sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required by the purchaser of purchasers on the day of sale. Balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale. Cost of all State Documentary Stamps and State Transfer Tax to be borne by the Purchaser or Purchasers.

Respectfully submitted,

Michael R. Roblyer

Michael R. Roblyer, Substitute Trustee
to make sale of real estate

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of January, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Substitute Trustee, as aforesaid and made oath in due form of law that the matters and facts set forth

in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Joyce E. Yochelson

JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of January, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Agent for Federal National Mortgage Association, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that they are the purchaser and purchased same as principal and not as an agent for anyone, and that they have not directly or indirectly discouraged anyone from bidding for the said fee simple property, known as 1420 Breitwert Avenue, Odenton, Maryland, Anne Arundel County, mentioned in the said Report of Sale.

Michael R. Roblyer
Michael R. Roblyer

Joyce E. Yochelson
Joyce E. Yochelson Notary Public

My commission expires: July 1, 1974

FILED
1972 JAN 20 PM 2:40

Michael R. Roblyer, Esq.
15 West Street
Annapolis, Maryland
21401

Maryland Gazette
January 27th Edition

BOOK 196 PAGE 213

ORDER NISI

MICHAEL R. ROBLYER,
Substitute Trustee

versus

RALPH NICHOLAS CLARK and
EDITH IRENE CLARK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,642 Equity

Ordered, this 20th day of January, 19 72, That the sale of the property in these proceedings mentioned made and reported by Michael R. Roblyer, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The report states that the amount of sale was $ 13,600.00

Marjorie S. Klee Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MICHAEL R. ROBLYER,
Substitute Trustee

versus

RALPH NICHOLAS CLARK and
EDITH IRENE CLARK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of June, 1972 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Mackall Gilles
JUDGE.

FILED
1972 JUN 26 PM 2:38

Eg - 70,642

BOOK 196 PAGE 214

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that I, ROBERT H. CAMPBELL, as Auctioneer, did sell the property described on the Trustee's Report of Sale attached hereto at public sale on Tuesday, January 11, 1972, to Federal National Mortgage Association, they being then and there the highest bidders therefore; I further certify that the sale was fairly made.

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

FILED
1972 JAN 24 PM 2:02

BOOK 196 PAGE 215

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,642 EQUITY

MICHAEL R. ROBLYER,
Substitute Trustee
versus
RALPH NICHOLAS CLARK
and
EDITH IRENE CLARK

Ordered, this 20th day of January, 1972, That the sale of the property in these proceedings mentioned, made and reported by Michael R. Roblyer, Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The report states that the amount of sale was $13,600.00.

MARJORIE S. HOLT,
Clerk.

True Copy,
TEST:
MARJORIE S. HOLT,
Clerk.

FILED F-10

72 FEB 10 PM 1 25

No. M. G. ----------

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1972

We hereby certify, that the annexed

Order Nisi

No. 20,642 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the twenty-eighth day of February, 19 72

The insertions being made the 27th day of January

3rd & 10th of February, 19 72

THE CAPITAL-GAZETTE PRESS, INC.

By Billie St Louis

F. 21733 1/55

BOOK 196 PAGE 216 NO. 20,642 EQUITY

MORTGAGEES OR ATTORNEYS BOND.

BOOK 16 PAGE 59

KNOW ALL MEN BY THESE PRESENTS, THAT we, Michael R. Roblyer, Substitute Trustee as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Six Hundred ($1,600.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this day of , in the year of our Lord .

WHEREAS, the above bounden Michael R. Roblyer, Substitute Trustee

by virtue of the power contained in a ~~mortgage from~~ Deed of Trust from Ralph Nicholas Clark and Edith Irene Clark, his wife to Vincent Coletti and Thomas A. Walsh bearing date the 21st day of February, 1969 and recorded among the ~~mortgage records~~ Land Records of Anne Arundel County in Liber M.S.H. No. 2250 Folio 263 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Michael R. Roblyer, Substitute Trustee

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

IN TESTIMONY WHEREOF, the above bounden Michael R. Roblyer, Substitute Trustee

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Susan P. Savile

Michael R. Roblyer [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

Susan P. Savile

By George E. Rullman, Agent

Attorney-in-fact

FILED

72 MAR 21 PM 3:26

Bond approved this 22nd day of March, 19 72

Marjorie S. Hurt, Clerk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael R. Roblyer, agent for Federal National Mortgage Association, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as agent for Federal National Mortgage Association and that he has not directly or indirectly discouraged anyone from bidding for the said 1240 Breitwert Avenue, Odenton, Maryland, fee simple property in Anne Arundel County, Maryland, mentioned in the said Report of Sale.

Michael R. Roblyer
Michael R. Roblyer, Purchaser

Notary Public

My commission expires: July 1, 1974

FILED

72 MAR 21 PM 3:26

BOOK 196 PAGE 218

Trustee's Sale

OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE FOURTH TAXING DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS WITH TWO BEDROOMS AND ONE BATH, AND A GARAGE. THE PREMISES BEING KNOWN AS 1240 BREITWERT AVENUE, ODENTON, MARYLAND.

Under and by virtue of the power of sale contained in a Deed of Trust from Ralph Nicholas Clark and Edith Irene Clark, his wife, to Vincent Coletti and Thomas A. Walsh, Trustees, dated February 21, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2250, Folio 263. The above mentioned Trustees having appointed Michael R. Roblyer as substitute Trustee for the purpose of foreclosure, said Deed of Appointment being dated November 19, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2457, Folio 161. Default having occurred under said Deed of Trust, the undersigned substitute Trustee will offer the subject property for public sale at auction at the Court House Door in the City of Annapolis, Maryland on

TUESDAY,
JANUARY 11TH, 1972
AT 10:30 O'CLOCK, A.M.

the property being described as follows:

ALL THAT lot or parcel of ground situate, lying and being in the Fourth Taxing District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the corner formed by the intersection of the Northerly side of Breitwert Avenue and the Westerly side of Harding Avenue and running thence Westerly, binding on the North side of Breitwert Avenue 100 feet; thence Northerly and parallel with Harding Avenue, 200 feet; thence Easterly and parallel with Breitwert Avenue 100 feet to the West side of Harding Avenue; thence Southerly and binding on Harding Avenue 200 feet to the place of beginning. Being Lots Numbers 64 and 65 as shown on the Plat of Bonaventure, said Plat recorded among the Land Records of Anne Arundel County in Plat Book 14, folio 1, SAVING AND EXCEPTING THEREFROM, however, that portion of Lot 64 conveyed by James A. Jackson, Jr., and wife to Elmer G. Butler and wife by Deed dated February 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1368, folio 32. Said exception containing 2,000 square feet of land, more or less.

BEING the same property which was conveyed to Ralph Nicholas Clark and Edith Irene Clark, his wife, by Hallie V. Jackson by deed dated February 21, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2250, Folio 260.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required by the purchaser or purchasers on the day of sale. Balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale. Cost of all State Documentary Stamps and State Transfer Tax to be borne by the Purchaser or Purchasers.

MICHAEL R. ROBLYER
Substitute Trustee
15 West Street
Annapolis, Maryland 21404
Telephone: 263-4433

ROBERT H. CAMPBELL
Auctioneer

J-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1972

We hereby certify, that the annexed Trustee's Sale Ralph Nicholas Clark

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the eleventh day of January, 1972

The insertions being made the 27th day of December 1971, 3rd and 10th days of January, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Catherine A. Hoffman

FILED
1972 JUN 20 AM 11:44

BOOK 196 PAGE 219

In the Case of

MICHAEL R. ROBLYER, SUBSTITUTE TRUSTEE

VS.

RALPH NICHOLAS CLARK, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 20,642 **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.

7/17/72

Auditor.

FILED

1972 JUL 17 PM 2:56

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of August, 1972, 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.

Marjorie S. Holt

Clerk

Per: Alice E. Jankauski, deputy

FILED

1972 AUG -3 AM 9:02

EQ-23

Dr. Mortgaged Real Estate of Ralph Nicholas Clark and Edith Irene Clark, his wife

In Acct. with Michael R. Roblyer, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of sale filed			13,600	00		
By	Interest, 6% on deferred payment						
	$12,240.00, 1/11/72 to 6/26/72			336	60		
						13,936	60
To	Trustee for attorney's fee as per Order						
	of Court, 7/6/72	200	00				
To	Trustee for commission, as per terms of						
	Deed of Trust	136	00				
				336	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	42	00				
	Auditor, this account	65	00				
				117	00		
To	Trustee for expenses, viz						
	National Surety Corp. - bond	54	00				
	Capital Gazette Press Inc.						
	Advertising & Nisi - sale	134	69				
	Robert H. Campbell, auctioneer's fee	35	00				
	Adjustment, taxes, 7/1/71 to 1/11/72	124	09				
	Interest, taxes, 10/1/71 to 6/30/72	7	02				
	Sanitary charges, 1970-1971, interest						
	and costs	171	80				
	Adjustment, sanitary charges, 1/1/72 to						
	1/11/72	2	09				
	Notary fees	3	00				
				531	69		
To	Federal National Mortgage Association,						
	Note holder, in full, as per claim filed	12,425	36				
	Interest, 7½% on principal balance						
	$11,855.27, 11/30/71 to 6/16/72, 209 days						
	@ $2.47	517	23				

				12,942	59		
To	Ralph N. Clark and Edith I. Clark, his						
	wife, Mortgagors, excess	9	32				
				9	32		
						13,936	60

ELEANOR BURWELL MORRIS
300 Kramer Road
Oakwood, Ohio

Plaintiff.

VS.

JOHN M. COLHOUN
Ivy Neck Farm
Harwood, Maryland
Individually and as Executor
and Trustee Under the Will of
Adelaide Forbes Colhoun,

ROBERT N. LUCKE
192 Duke of Gloucester St.
Annapolis, Maryland
Executor and Trustee Under the
Will of Adelaide Forbes Colhoun

MERCANTILE-SAFE DEPOSIT & TRUST CO.
Baltimore, Maryland
Trustee Under the Will of
Adelaide Forbes Colhoun

CHARLES MURRAY COLHOUN, a minor
BRICE METCALF COLHOUN, a minor
GEORGE ALLEN COLHOUN, a minor
c/o John M. Colhoun
Ivy Neck Farm
Harwood, Maryland

All the Unborn and Unknown
Descendants of John M. Colhoun,

Respondents.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 20,591

* *

BILL OF COMPLAINT

The Bill of Complaint of ELEANOR BURWELL MORRIS respectfully represents:

1. That ADELAIDE FORBES COLHOUN, a resident of the State of Maryland, died in December, 1969, leaving a Last Will and Testament and two Codicils thereto all of which were admitted to Probate in the Orphans' Court of Anne Arundel County. Copies of the same are attached hereto marked collectively as Complainant's Exhibit No. 1.

FILED
1971 NOV -2 PM 3:22

2. That Item III of the First Codicil to said Last Will and Testament provided as follows:

> "I hereby bequeath unto ELEANOR BURWELL MORRIS, if she survives me, a parcel of land from Ivy Neck Farm comprising four and sixteen hundren (4.16) acres, more or less,which parcel is described as Parcel Number 8 on a plat of "Ivy Neck Farm, the Adelaide Forbes Colhoun Property," prepared by J. R. McCrone, Jr., Inc., Registered Surveyors, dated June 1964, revised March 1966. If ELEANOR BURWELL MORRIS predeceases me, this devise shall lapse and said real estate shall be and become a part of my residuary estate."

3. That prior to the execution of said Codicil, the said Adelaide Forbes Colhoun advised the Complainant orally and in writing that she intended to leave to the Complainant by Will, a lot of ground on the Rhode River next to a lot which had been previously conveyed to the Complainant's sister, SALLY B. WHALL and her husband, by deed dated June 9, 1965 and recorded among the Land Records of Anne Arundel County in L.N.P. Liber 1868, folio 528.

4. That prior to the preparation and execution of her said Last Will and Testament and First Codicil thereto, the said Adelaide Forbes Colhoun wrote to her attorney in Baltimore giving him written instructions in connection with the preparation of said Will and Codicil which said instructions included the following:

> "To ELEANOR BURWELL MORRIS, a parcel of land of 4.16 acres adjoining the Whall Property."

5. That despite the clear and evident intention of the said Adelaide Forbes Colhoun to leave the lot adjoining the Whall Property to the Complainant, the description of the lot devised to the Complainant in said First Codicil was actually that of the Whall Property itself and not the lot adjoining that property.

6. That it is clear from the written instructions to her attorney as aforesaid and from the aforementioned letter to the Complainant, that the said Adelaide Forbes Colhoun intended to devise to the Complainant Lot No. 9 as shown on said plat

referred to in said First Codicil and not Lot 8 as designated in said Codicil since in fact, it was Lot 8 which had been previously conveyed to the said Sally B. Whall and her husband by deed dated June 9, 1965 and recorded among the Land Records of Anne Arundel County in L.N.P. Liber 1868, folio 528. A copy of said deed is attached hereto marked Complainant's Exhibit No. 2.

7. That pursuant to the terms of her said Last Will and Testament and Codicil thereto, the said Adelaide Forbes Colhoun devised her residuary estate to the Respondents, John M. Colhoun, Robert N. Lucke and Mercantile-Safe Deposit and Trust Company as Trustees for the benefit of her nephew, John M. Colhoun, one of the respondents named herein, for life and upon his death to such persons as he might by Will appoint (excluding his estate, his creditors or the creditors of his estate) and in default of the exercise of said power of appointment the principal of said Trust was to go to his then living descendants. That the descendants of said John M. Colhoun now living are the respondents, Charles Murray Colhoun, Brice Metcalf Colhoun and George Allen Colhoun, all of whom are infants. In addition, the Complainant has named as respondents all the unborn or unknown descendants of the said John M. Colhoun.

WHEREFORE, the Complainant prays:

1. An Order of this Honorable Court construing Item III of the First Codicil to the Last Will and Testament of the said Adelaide Forbes Colhoun to read as follows:

> "ITEM THIRD: I hereby bequeath unto ELEANOR BURWELL MORRIS, if she survives me, a parcel of land from Ivy Neck Farm comprising four and thirty-eight hundred (4.38) acres, more or less, which parcel is described as Parcel Number 9 on a plat of "Ivy Neck Farm, The Adelaide Forbes Colhoun Property," prepared by J. R. McCrone, Jr., Inc., Registered Surveyors, dated June, 1964, revised March 16, 1966. If ELEANOR BURWELL MORRIS predeceases me, this devise shall lapse, and the said real estate shall be and become a part of my residuary estate."

2. For such other relief as may be necessary.

AND, as in duty bound, etc.

John G. Rouse, Jr.
Attorney for Complainant
18 West Street (P.O. Box 1791)
Annapolis, Maryland 21401

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REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

LAST WILL AND TESTAMENT

OF

ADELAIDE FORBES COLHOUN

I, ADELAIDE FORBES COLHOUN, of Anne Arundel County, State of Maryland, do hereby make, publish and declare this as and for my Last Will and Testament, and I hereby revoke all wills, codicils and other testamentary dispositions heretofore made by me.

ITEM ONE: I appoint JOHN M. COLHOUN (my nephew) and ROBERT M. CHESTON (my cousin) and their survivor, Executors under this, my Will. The Executors or Executor hereunder shall be exempt from the necessity of giving bond. I authorize and empower the Executors or Executor to exercise all rights, powers, privileges and authority conferred upon an executor by law together with those hereinafter conferred by this, my Will, without application to, order of or subsequent ratification by the Orphans' Court of Anne Arundel County or any other Court under the jurisdiction of which my estate shall be administered. In the interest of simplicity, the Executors and their survivors and survivor and any alternate or successor Executor shall be collectively called "Executor" in this, my Will, and sometimes referred to as "it" or "its."

ITEM TWO: I direct the Executor to pay from my estate all taxes accrued during my lifetime, all of my just debts, administration expenses and funeral expenses, regardless of statutory limitations with respect to my funeral expenses. I also empower the Executor to arrange the details of my funeral and to expend such sum or sums from my estate as it deems advisable for a burial lot and for the erection of a suitable gravestone or monument, if I have not made such arrangements during my lifetime.

ITEM THREE: I direct that all inheritance taxes, federal estate taxes, Maryland estate taxes and all other similar taxes payable by reason of my death (including any such tax levied against life insurance, property over which I hold a taxable power of appointment, the principal of any trust that I may have created, property passing by operation of law and all other property which is taxable in my estate for purposes of any such death tax, whether or not such property passes under the terms of this, my Will), together with any interest and penalties attributable thereto, shall be paid out of the principal of my residuary estate and that no person shall be called upon by the Executor or be required to contribute to the payment of any portion of such taxes.

ITEM FOUR: I hereby bequeath and devise the residue of my estate, including property over which I have a power of appointment at the time of my death, to JOHN M. COLHOUN, ROBERT M. CHESTON and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Baltimore, Maryland (a Maryland corporation), and their survivors, survivor and successors, AS TRUSTEES. I direct the Trustees, hereinafter collectively called "Trustee" or referred to as "it" or "its," to invest and reinvest the trust property; to collect the rents, revenues, income, issues and profits arising from the trust property; to pay all taxes, costs and expenses incident to the trust or trusts; and to dispose of the net income and principal of the trust property as follows:

I. If JOHN M. COLHOUN (my nephew) survives me, the Trustee shall pay the net income from the trust in quarterly installments as nearly equal as

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Complainants Exhibit No. 1

possible, to JOHN M. COLHOUN during his lifetime. In addition, the Trustee may pay to my said nephew so much of the trust principal at any time and from time to time as the corporate trustee may deem advisable, in its sole and absolute discretion, for the reasonable maintenance, support, medical or health requirements of my nephew, his children and wife and for the education (including travel and education at an institution of higher learning) of any child of my said nephew.

Furthermore, JOHN M. COLHOUN shall have the power during his lifetime, at any time and from time to time, by delivery of a written request or requests to the Trustee, which power shall be noncumulative from year to year, to withdraw principal from the trust during each calendar year in an aggregate annual amount not to exceed the greater of the following two limitations: (1) Five Thousand Dollars ($5,000.00), or (2) five percent (5%) of the value of the trust principal as determined on the last day of the calendar year.

II. If JOHN M. COLHOUN survives me, then upon the death of my said nephew:

A. The Trustee shall pay the principal of the trust then remaining in its hands and all accrued and undistributed income (or so much of such principal and income as JOHN M. COLHOUN may appoint, as hereafter provided) to such person or persons in such amounts or proportions and for such interests, estates and trusts as my said nephew shall validly appoint under his Last Will by specifically referring therein to this power of appointment and by expressing a clear and affirmative intention therein to exercise this power of appointment, provided, however, that my nephew shall not have the power to appoint any portion of the trust principal or the accrued and undistributed net income to his estate, his creditors or the creditors of his estate. Furthermore, except as provided in section I of this ITEM FOUR, JOHN M. COLHOUN shall not have the power to appoint any portion of the trust principal to himself during life.

B. If JOHN M. COLHOUN shall fail, in whole or in part, validly to exercise by his Last Will the power of appointment given to him in the foregoing paragraph, then, upon the death of my said nephew the Trustee shall distribute all of the trust principal then remaining in its hands, together with the accrued and undistributed income thereof, not validly appointed as aforesaid, outright and absolutely, free of all trust, per stirpes and not per capita, to the then living descendants of JOHN M. COLHOUN; provided, however, that any amount that is so distributable to a person who is under the age of twenty-one (21) years shall be retained in trust by the Trustee and held, administered and distributed in accordance with the provisions of section IV of this ITEM FOUR.

III. If JOHN M. COLHOUN (my nephew) predeceases me but is survived by one or more members of his "family group", as hereinafter defined, the Trustee shall hold the trust principal and shall administer the trust for the benefit of his family group as follows:

A. The "family group" of JOHN M. COLHOUN shall comprise his wife, his child or children and any more remote descendant of my said nephew. The Trustee shall distribute to, or use and apply for the benefit of, any one or more of the members of my nephew's family group (who is or are living at the time such distribution or application is made) so much of the net income from the trust as may be advisable in the sole

and absolute discretion of the Trustee for her, his or their maintenance, support or medical or health requirements or for her, his or their welfare or best interests (and for the education, including travel and education at an institution of higher learning, of any child or other descendant of my said nephew); and any net income not so distributed, used or applied shall be accumulated and added to the principal of the trust.

B. If the net income from the trust shall not be sufficient for the aforesaid purposes at any time or from time to time, the Trustee may pay over to, or use and apply for the benefit of the wife of JOHN M. COLHOUN and/or any one or more of his children and/or other descendants so much of the trust principal as the Trustee, in its sole and absolute discretion, shall deem advisable for any such purpose.

C. I have given the Trustee complete and uncontrolled authority, power and discretion over the distribution and allocation of the net income and principal of the trust for any one or more of the aforesaid purposes (together with the authority, power and discretion to accumulate net income) in order that this trust may be used as a mobile reserve for the financial protection of the living members of the family group of JOHN M. COLHOUN over the years. I have done this to give the members of JOHN M. COLHOUN'S family group a greater measure of economic security against unforeseen circumstances and events that may arise after my death and to make it possible for the benefits that flow from this trust to be administered with maximum flexibility and versatility. I direct, therefore, that the Trustee shall not be required to equalize, or to follow any rule or precept of equality in making, distributions of net income or principal from the trust among the members of JOHN M. COLHOUN'S family group.

D. Upon (1) the death or remarriage of the wife of JOHN M. COLHOUN or (2) when the youngest living child of JOHN M. COLHOUN attains the age of twenty-one (21) years or (3) upon the death of the last surviving child of JOHN M. COLHOUN prior to such child attaining the age of twenty-one (21) years, whichever event shall last occur, the Trustee shall divide the remaining principal of the trust and the accrued and undistributed net income thereof, into as many shares equal in value as there shall be children of JOHN M. COLHOUN living at the time and children of JOHN M. COLHOUN then deceased but leaving descendants or a descendant then living; and, thereupon, subject to the provisions hereinafter contained in this Will and subject in particular, but not by way of limitation, to the provisions of section IV of this ITEM FOUR:

1. The Trustee shall distribute outright and absolutely, free of all trust, one of such equal shares, per stirpes and not per capita, to the living descendants or descendant of each deceased child of JOHN M. COLHOUN.

2. The Trustee shall hold one of such shares for the benefit of each child of JOHN M. COLHOUN then living as follows:

a. The Trustee shall pay the net income from such share, in quarterly installments as nearly equal as possible, to such child. In addition, the Trustee may pay to such child so much of the principal of such share at any time and from time to time

as the Trustee may deem advisable, in its sole and absolute discretion, for the reasonable maintenance, support, medical or health requirements of such child, his or her children and spouse and for the education (including travel and education at an institution of higher learning) of any of such persons.

b. When and after such child of JOHN M. COLHOUN attains the age of twenty-five (25) years, he or she shall have the continuing right, by delivery of a written request or requests to the Trustee, to withdraw at any time or from time to time, outright and absolutely, free of all trust, a sum or sums of principal not to exceed in the aggregate one-third ($\frac{1}{3}$) of the value of the principal of his or her share as of the date on which the first such written request is delivered to the Trustee; when and after such child attains the age of thirty(30) years, he or she shall have the further continuing right, by delivery of a written request or requests to the Trustee, to withdraw at any time or from time to time, outright and absolutely, free of all trust, a sum or sums of principal not to exceed in the aggregate one half ($\frac{1}{2}$) of the value of the remaining principal of his or her share over which he or she had no prior right of withdrawal (such value to be determined as of the date on which the first written request for a withdrawal against such one half is delivered to the Trustee); and when and after such child attains the age of thirty-five (35) years, he or she shall have the continuing right, by delivery of a written request or requests to the Trustee, to withdraw at any time or from time to time the entire remaining principal of his or her share, outright and absolutely, free of all trust.

c. Should such child of JOHN M. COLHOUN die prior to attaining the age of thirty-five (35) years, or should such child die after having attained such age but without having withdrawn the entire principal of his or her share:

i. The Trustee shall pay the principal of such child's share then remaining in its hands, including all amounts which such child was entitled to withdraw but had not withdrawn, and all accrued and undistributed income (or so much of such principal and income as such child may appoint, as hereafter provided), to his or her then living descendants in such amounts or proportions and for such interests, estates and trusts as such child shall validly appoint under his or her Last Will by specifically referring therein to this power of appointment and by expressing a clear and affirmative intention therein to exercise this power of appointment; provided, however, that if a son of JOHN M. COLHOUN creates a trust or trusts in the exercise of the aforegranted power of appointment, he shall have the power validly to appoint all or any portion of the net income from such trust or trusts to his surviving wife until her death or remarriage, whichever event shall first occur, or for such shorter period as he may specify; and

ii. If such child of JOHN M. COLHOUN shall fail, in whole or in part, validly to exercise by his or her Last

Will the limited power of appointment given to him or her in the foregoing subparagraph, then, upon the death of such child, the Trustee shall distribute all of the principal of such share then remaining in its hands, not validly appointed as aforesaid, together with the accrued and undistributed income thereof, outright and absolutely, free of all trust, per stirpes and not per capita, to the then living descendants of such child; and in default of a then living descendant, per stirpes and not per capita, to the then living descendants of JOHN M. COLHOUN; provided, however, that any amount that is so distributable to a person for whom other principal is then held in trust under any provision of this Will shall be added to (and thereafter such amount shall be held, administered and distributed by the Trustee in like manner as and as a part of) the trust theretofore held for his or her benefit.

IV. Until such time as a descendant of a deceased child of JOHN M. COLHOUN (and until such time as a child of JOHN M. COLHOUN to whom principal becomes distributable under paragraph B of section II of this ITEM FOUR) attains the age of twenty-one (21) years, the Trustee shall hold in trust any principal which becomes distributable to such beneficiary under any provision of this, my Will. Such principal, and the net income therefrom, shall be administered as follows:

A. So much of such income and principal as the Trustee, in its uncontrolled discretion, shall consider advisable for the education (including travel and education at an institution of higher learning), comfort, maintenance, support, welfare or best interests of such beneficiary, shall be applied by the Trustee for such purpose, and the balance of the income shall be accumulated and added to the trust principal held for the benefit of such beneficiary. When a descendant of a deceased child of JOHN M. COLHOUN attains the age of twenty-one (21) years, the balance of the principal held for his or her benefit and all accumulations of income shall be paid over to him or her, outright and absolutely, free of all trust. When a child of JOHN M. COLHOUN to whom principal became distributable under paragraph B of section II of this ITEM FOUR attains the age of twenty-one (21) years, the balance of the principal held for his or her benefit and all accumulations of income shall be paid over to him or her, outright and absolutely, free of all trust.

B. Until a beneficiary hereunder attains the age of twenty-one (21) years, the Trustee, in its uncontrolled discretion, may pay any part or all of the net income and principal which is advisable for any of the aforesaid purposes directly to such beneficiary (especially when, in the opinion of the Trustee, the experience to be gained by the beneficiary in handling such funds will be helpful in developing his or her maturity, self-reliance, judgment, confidence or resourcefulness), or to a parent or any person standing in the place of a parent, or to the guardian of the person of such beneficiary, to be applied for the benefit of such beneficiary and without responsibility on the Trustee to see to the application of any such payment.

C. If a descendant of a deceased child of JOHN M. COLHOUN should die (or if a child of JOHN M. COLHOUN to whom principal became distributable under paragraph B of section II of this ITEM FOUR should die) prior

to attaining the age of twenty-one (21) years, then -- subject to the provisions of this section IV -- the balance of the principal held for his or her benefit and all accumulations of income and all accrued and undistributed net income shall be distributed, outright and absolutely, per capita, to such beneficiary's then living descendants, and in default of a then living descendant of such beneficiary, outright and absolutely, per stirpes and not per capita, to the then living descendants of such beneficiary's nearest ancestor in JOHN M. COLHOUN'S line (up to but not behind him) who has a descendant then living; provided, however, that any amount that is so distributable to a person for whom other principal is then held in trust under any provision of this Will shall be added to (and thereafter such amount shall be held, administered and distributed by the Trustee in like manner as and as a part of) the trust theretofore held for his or her benefit. In no case, however, shall distribution hereunder to any person be delayed beyond twenty-one (21) years after the death of the last survivor of myself, JOHN M. COLHOUN, his wife at the time of my death and all of the descendants of JOHN M. COLHOUN who were living on the date of my death.

V. The Trustee is hereby authorized to deposit any part or all of the net income that is payable to a beneficiary (including a minor beneficiary) in a bank account to the credit of such beneficiary. The Trustee is further authorized to apply any payment of net income or principal to which any beneficiary shall be entitled hereunder for the maintenance, support or health (including medical and nursing) requirements, or for the comfort or best interests of such beneficiary, should he or she by reason of age, illness or any other cause in the opinion of the Trustee be incapable of disbursing it.

VI. In determining whether or not principal shall be paid in the sole and absolute discretion of the Trustee to a beneficiary for any purpose stated in this, my Will, the Trustee shall take into consideration such other income and principal as may be available to such beneficiary and of which the Trustee shall have actual knowledge at the time. Anything in this, my Will, to the contrary notwithstanding, no person who is both a beneficiary and a Trustee hereunder may have a vote or participate in determining whether or not, and, if so, to what extent, principal is to be paid to him or her in the discretion of the Trustee.

VII. If at any time there shall remain in the hands of the Executor or Trustee any portion of my estate or the trust estate not otherwise allocable or distributable under any other provision of this, my Will, then I direct the Executor or the Trustee, as the case may be, to distribute such portion of my estate or the trust estate outright and absolutely, free of all trust, to those persons then living who would be the distributees of my personal estate had I at such time died intestate, a widow, domiciled in Maryland, seized and possessed of the same, and in the same proportions in which such persons would be entitled to distribution in the case of intestacy.

ITEM FIVE: Except as hereinbefore otherwise provided in this, my Will, the Trustee shall make all payments of income and principal to be made to any beneficiary hereunder into the hands of such beneficiary only and not into the hands of anyone else, whether claiming by assignment or otherwise, in such manner that such income and principal shall not be subject by attachment or otherwise to the payment of any debts or obligations of the beneficiary entitled to receive the same; provided, however, that any share of income or principal payable to a minor or to an incompetent person may be paid, in the discretion of the Trustee, to his or her guardian (legal or natural) or used for his or her benefit.

ITEM SIX: Not in derogation of or in limitation upon the powers, authority and discretion conferred by law upon an executor or trustee, I do hereby give the Executor and/or Trustee of the trust under this, my Will, in their respective fiduciary capacities, their respective survivors, survivor and any successor Executor or Trustee, the following authority, powers and discretion, the exercise of which shall be final and conclusive upon all parties at interest:

I. To invest and reinvest the assets of my estate and the trust property in accordance with its judgment, not being limited by any present or future investment law of the State of Maryland or of any other jurisdiction; to vote in person or by proxy with respect to any and all stocks; to participate in the incorporation, recapitalization, liquidation, consolidation, merger, spin-off, split-up or any other type of reorganization or financial readjustment of any corporation or business in which my estate, or any trust, is (or may become) financially interested; to retain all property in the form in which the same shall be received without liability for any loss that may be incurred thereby; to sell real estate or personal property, either for cash or part cash and part deferred payments; to exchange, lease (including a lease that extends beyond the duration of any trust or trusts hereunder), partition, improve, repair, abandon or otherwise deal with or dispose of all or any part of the assets of my estate or any trust at such time or times and in such manner, either public or private, and upon such terms as in the absolute and uncontrolled discretion of the Executor and/or Trustee may seem expedient and proper; to borrow money on the general credit of my estate or any trust and to pledge or mortgage any of the assets of my estate or any trust as security for the repayment thereof; to renew from time to time any indebtedness incurred by me, by the Executor for my estate or by the Trustee for any trust hereunder; to pay, settle, compromise or submit to arbitration without Court order any and all rights, demands or claims, either in favor of or against my estate or any trust, upon such terms as in their respective uncontrolled discretion shall seem proper; to make, execute and deliver any and all instruments in writing as shall be necessary or advisable to carry out the flexible administration of my estate or any trust or for the disposition of any property in my estate or in trust; and the Trustee may carry in its name without words indicating the trust relationship, or may carry in the name of its nominee or nominees, securities or other property requiring or permitting of registration.

II. To determine what is income and what is principal of my estate and of any trust hereunder; to set up reserves out of income for the payment of taxes, assessments, insurance, repairs, and all other charges for the general maintenance and upkeep of any real estate or personal property held in my estate or in trust hereunder, and to determine, in the sole discretion of the Executor and/or Trustee, whether premiums paid upon the purchase of securities and whether attorneys' fees, accounting expenses, administration expenses (including Trustee's fees on both income and principal) and all other charges, expenses and disbursements shall be charged against income or principal or partly against income and partly against principal; provided, however, that a reasonable annual allowance for depreciation (determined in accordance with accepted accounting practices) in respect to any depreciable property or interest therein owned by my estate or any trust hereunder shall be set aside in a reserve fund each year and retained by my estate or the trust which owns such depreciable property or interest therein, and any such annual depreciation allowance shall constitute a charge against income and shall be deducted from income in determining the net income to be paid out hereunder.

III. In any case in which the Executor or Trustee may be required, pursuant to any provision of this Will, to divide the principal of my estate or any trust estate into shares or to distribute such shares, it is authorized and empowered, in its sole discretion to make such division or distribution in kind or in money, or partly in kind and partly in money, and for the purpose of such allotment, the judgment of the Executor or Trustee concerning the propriety thereof and the relative value for the purposes of division or distribution of the asset or assets so allotted shall be binding and conclusive on all persons and corporations interested therein.

IV. Any provision in this Will to the contrary notwithstanding, the Trustee, when directed to divide the trust property or any portion thereof into shares, may consider said trust property, or portion thereof, as having been divided into such shares without making any actual physical division thereof until such time as division may be necessary by reason of the termination of a trust. Each such share shall be held by the Trustee as a separate trust in the same manner as if such division had in fact been made, but all separate shares may, for investment purposes, be administered as one whole.

V. The Executor is hereby authorized and empowered, in its sole and absolute discretion, to claim the administration expenses of my estate (and any other items that are deductible for either the federal estate tax or the federal income tax at the Executor's election) wholly as deductions for federal estate tax purposes, or wholly as deductions for federal income tax purposes or partly for each in such amounts or proportions as it deems advisable; and any such action on the part of the Executor shall be binding and conclusive on all persons and corporations interested therein.

VI. It is my intention and I direct that the trust or trusts created hereunder shall not be administered under the jurisdiction of any Court. Should a question or issue be submitted to a Court of competent jurisdiction at any time or from time to time, such Court shall acquire jurisdiction of only the question or issue submitted to it, and the jurisdiction of such Court shall terminate upon the conclusion or settlement of such question or issue.

VII. The Trustee shall have the right and privilege to employ counsel and/or agents in the administration of the trust or trusts, and the Trustee shall pay such counsel and/or agents from the trust or trusts such reasonable compensation as the Trustee shall deem proper.

VIII. The Trustee shall not be required to post a bond for the faithful performance of its duty, but should a bond be required by law or because of any transaction in which any trust or trusts become involved at any time or under any circumstances (notwithstanding the fact that the Trustee is excused from posting bond), the expense of such bond shall constitute an administrative charge against the trust or trusts hereunder.

IX. In view of the possibility that part of my estate and the trusts hereunder may consist of both improved and unimproved real estate or interests in real estate, and without in any way intending to limit or restrict, either expressly or by implication, the broad administrative and managerial powers heretofore given to the Executor and/or Trustee, but rather as a means of supplementing the foregoing powers, I hereby give the Executor and Trustee, respectively, the following specific operating powers and authority in respect

to any such real estate or any interest or interests in real estate held in my estate or in trust hereunder:

A. To retain real estate or any interest or interests in real estate without time limitation and without incurring liability for failure to diversify the investments of my estate or the trust or trusts hereunder or for any losses that may result by reason of retaining any such property, even though such property may be an unsuitable investment under local law or diversification may be indicated under accepted investment practices.

B. To carry on any and all types of farming operations and to operate any farm or interest therein which may be owned by my estate or any trust or trusts; and in so doing, to determine the amount of income and principal that is to be used to pay the expenses of the farming program and to determine what is income and what is principal from among the proceeds of such farming program. By way of illustration and not in limitation of its powers, the Executor and Trustee, respectively, is each authorized: to operate any farm with hired labor, tenants or sharecroppers; to employ agents and a farm manager to supervise the operation of farm land; to lease (including a lease that extends beyond the duration of any trust or trusts hereunder) or rent any farm or farms or any portion thereof for cash or on such other terms as the Executor or Trustee may deem advisable; to purchase or otherwise acquire farm machinery, equipment and livestock; to contruct, repair and improve farm buildings and structures of all sorts to the extent necessary or desirable, in the judgment of the Executor or Trustee, for the operation of any farm; to employ soil conservation and rehabilitation practices in order to conserve, improve and maintain the fertility and productivity of the soil; to irrigate the land or any portion of it and to construct and install pumps, wells, ditches, laterals and other appropriate improvements and to level and grade land; to engage in livestock production, and to construct such fences and buildings and plant such pastures and crops as may be necessary or appropriate to carry carry on such livestock program; to develop farm property, including -- without limiting the generality of the foregoing -- the removal of oil or gas, the removal of any solid minerals, the cutting of timber, the removal of any building, and the settlement of boundary disputes; and, in general, to employ any method of carrying on farming operations as the Executor or Trustee deems advisable and appropriate.

C. To protect, manage and improve the timber and forests on any farm or other real property or interest or interests therein owned by my estate or in which any trust hereunder owns an interest, to cut, sell, or otherwise deal in timber or forest products; to determine the amount of income and principal to be used to pay the expenses of such operation and to determine what is income and what is principal from among the proceeds of such timber or forest operations.

D. To embark upon and carry on any and all types of business or financial operations or ventures involving the development of any real estate or interests therein owned by my estate or by any trust or trusts hereunder, including the grading, improvement, zoning, division and subdivision of such real estate or interest therein for industrial, residential or other purposes and the construction of buildings and/or residences thereon; and in pursuing any such business or financial operation or venture, the Executor or Trustee may act as a sole proprietor, partner, joint venturer or in any other unincorporated form and/or through one or

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more corporations formed or availed of for any such purpose and in which all or any portion of the stock thereof is owned by my estate or any trust or trusts hereunder; and the Executor or Trustee, respectively, may invest the assets of my estate or the trust or trusts hereunder in any such business or financial operation or venture to the extent that is deemed advisable, in the sole judgment and discretion of the Executor or Trustee.

ITEM SEVEN: No individual acting as an Executor or Trustee hereunder shall be disqualified, because of his fiduciary relationship, from entering into farm leases or other farming arrangements with my estate or with any trust hereunder or from serving and from receiving reasonable compensation for his services in respect to any business venture in which my estate or any trust hereunder may be or become interested or from serving and receiving reasonable compensation for his services as an officer and/or director (or in otherwise taking an active part in the management and operation of the business) of any corporation the stock of which, in whole or in part, is held in my estate or in trust hereunder.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this 24th day of June, Nineteen Hundred and Sixty-Six.

Adelaide Forbes Colhoun (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix, ADELAIDE FORBES COLHOUN, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Edna C. H., residing at Charlotte Rd. - A.A.Co. Md

W. L. McKeon, residing at 1723 Kenny Bldg Baltimore 2, Md.

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FIRST CODICIL

TO THE

LAST WILL AND TESTAMENT

OF

ADELAIDE FORBES COLHOUN

I, ADELAIDE FORBES COLHOUN, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this as and for the First Codicil to my Last Will and Testament executed prior hereto on the 24th day of June, 1966.

ITEM FIRST: I hereby make the following cash bequests:

I. To MARGARET McWETHY (my goddaughter and daughter of ROBERT and MARGARET McWETHY), I bequeath the sum of One Hundred Dollars ($100.00), if she survives me.

II. To MARGARET CALDWELL (my goddaughter and daughter of BRYAN and DONNA CALDWELL), I bequeath the sum of One Hundred Dollars ($100.00), if she survives me.

III. To DORIS DOWNS (my friend and faithful servant), I bequeath the sum of One Hundred Dollars ($100.00), if she survives me.

IV. To GEORGE DOWNS (my friend and faithful servant), I bequeath the sum of One Hundred Dollars ($100.00), if he survives me.

ITEM SECOND: I give and bequeath my tangible personal property as follows:

I. To BETTY ALBRECHT COLHOUN (my nephew's wife), I bequeath my Sheffield silver waiter, if she survives me.

II. To THE MARYLAND HISTORICAL SOCIETY, I bequeath my Astor piano with the request that the piano be lent to MOUNT CLARE MANSION as long as MOUNT CLARE MANSION desires to use it. I direct that this piano shall be known as the "Forbes Colhoun Piano."

III. To SALLY B. WHALL, if she survives me, I bequeath two (2) silver tablespoons and six (6) forks, which spoons and forks are marked "S. C. M." and which spoons and forks match certain spoons and forks that were given to SALLY B. WHALL as wedding gifts.

IV. To ANNE CHESTON MORRIS, if she survives me, I bequeath my small mahogany sewing table.

V. To WILLIAM T. MURRAY, 3rd, if he survives me, I bequeath my mahogany wardrobe.

VI. To GEORGE H. YEAGER (my doctor), if he survives me, I bequeath the mahogany bureau that I have had in my bedroom over the years.

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VII. To OLIVIA LIPPITT, if she survives me, I bequeath for her lifetime my grandmother's picture that is painted like a miniature and the silver teapot and repousse hot water or sauce pitcher that was formerly owned by my grandmother; and upon the death of OLIVIA LIPPITT these articles shall pass to JOHN M. COLHOUN, absolutely, if he is living at the time, and if he is dead at the time these articles shall pass, absolutely, to his oldest child living at the death of OLIVIA LIPPITT.

VIII. To JOHN M. COLHOUN (my nephew), if he survives me, I bequeath all the rest of my tangible personal property, including any articles bequeathed to any of the aforesaid persons in this ITEM SECOND who predecease me.

ITEM THIRD: I hereby bequeath unto ELEANOR BURWELL MORRIS, if she survives me, a parcel of land from Ivy Neck Farm comprising four and sixteen hundred (4.16) acres, more or less, which parcel is described as Parcel Number 8 on a plat of "Ivy Neck Farm, The Adelaide Forbes Colhoun Property," prepared by J. R. McCrone, Jr., Inc., Registered Surveyors, dated June, 1964, revised March 16, 1966. If ELEANOR BURWELL MORRIS predeceases me, this devise shall lapse, and the said real estate shall be and become a part of my residuary estate.

ITEM FOURTH: Except as amended by the provisions of this, the First Codicil to my Will, I hereby ratify, reaffirm and republish the provisions of my Will dated June 24, 1966.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this 24th day of June, Nineteen Hundred and Sixty-Six.

Adelaide Forbes Colhoun (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix, ADELAIDE FORBES COLHOUN, as and for the First Codicil to her Last Will and Testament dated the 24th day of June, 1966, and she ratified, reaffirmed and republished said Last Will and Testament, as modified by this First Codicil, all of which was done in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

_____, residing at 2 Lochaber Rd Stevenson Md.

_____

_____, residing at 1723 Wesley Rd

Baltimore, Maryland 21202

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BOOK 196 PAGE 238

CODICIL TO LAST WILL AND TESTAMENT

OF

ADELAIDE FORBES COLHOUN

I, ADELAIDE FORBES COLHOUN, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this as and for the Second Codicil to my Last Will and Testament and First Codicil executed on the 24th day of June 1966.

I hereby revoke the appointment of Robert M. Cheston as Co-Executor of my estate and as a Co-Trustee of the Trust created in my said Last Will and Testament and republished in my First Codicil and in substitution for Robert M. Cheston I hereby nominate and appoint ROBERT N. LUCKE, SR. to serve as Co-Executor and Co-Trustee with the same duties, powers and responsibilities granted unto the said Robert M. Cheston by the terms of my Last Will and Testament and First Codicil thereto, and I do hereby republish and affirm my nomination and appointment of JOHN M. COLHOUN as Co-Executor of my estate and with ROBERT N. LUCKE, SR. and of JOHN M. COLHOUN and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY as Co-Trustees of the Trusts created under the terms of my said Last Will and Testament with ROBERT N. LUCKE, SR.

Except as amended and modified by the provisions of this Second Codicil to my Will, I hereby ratify, reaffirm and republish the provisions of my Will dated June 24, 1966 and the provisions of the First Codicil to my Will dated June 24, 1966.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of October, 1968.

Adelaide F. Colhoun (SEAL)

ADELAIDE FORBES COLHOUN

The foregoing instrument, consisting of this page only, was at the date hereof by the said ADELAIDE FORBES COLHOUN, signed, sealed and published as and declared to be a Codicil to her Last Will and Testament dated the 24th day of June 1966, in the presence of us, who at her request and in her presence and in the presence of each other, have signed our names as witnesses hereto.

212 Edgewood rd (SEAL)
Baltimore, Md 21210

Joseph H Yeager

Legg Manor (SEAL)
Annapolis Md.

Robert Lucke

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

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NO STAMPS REQUIRED
NO TITLE EXAMINATION

BOOK 196 PAGE 239
BOOK 1868 PAGE 528

THIS DEED, made this 8th day of June, 1965, by and between ADELAIDE FORBES COLHOUN, single, party of the first part, hereinafter called Grantor, and SALLY B. WHALL and HUGH D. WHALL, her husband, parties of the second part, hereinafter called Grantees, all of Anne Arundel County, Maryland.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all her right, title and interest in and to all that lot or parcel of ground located in the First Election District of Anne Arundel County, Maryland, and described as follows according to a plat and survey thereof made by J. R. McCrone, Jr., Inc., Registered Surveyors, in June 1964 and described in April 1965:

BEGINNING for the same at an iron pipe on the north side of the farm road leading through the Adelaide Forbes Colhoun property to the Cumberstone County Road, said pipe being the following six (6) courses and distances from Anne Arundel County Control Monument No. 370 found on the northwest side of Cumberstone County Road, i.e., North 27 degrees 27 minutes 30 seconds East 1898.69 feet to an iron pipe at the beginning of the 4.495 acre tract described in March 1965; thence with the outlines of said tract, reversely, along the north side of the above mentioned dirt farm road, North 74 degrees 10 minutes East 93.85 feet, North 72 degrees 53 minutes 30 seconds East 127.0 feet, North 45 degrees 41 minutes 30 seconds East 182.66 feet to the beginning point of a 3.31 acre tract; thence with the outlines of said 3.31 acre tract, reversely, and still with the north side of the above mentioned dirt farm road, North 42 degrees 20 minutes East 342.18 feet and North 59 degrees 57 minutes 30 seconds East 73.17 feet to an iron pipe at the beginning point so fixed, and running from thence and with the northeast line of the 3.31 acre tract, reversely, and leaving said farm road, North 31 degrees 09 minutes 30 seconds West 398.78 feet to an iron pipe on the water's edge of the southeast shore line of Rhode River; thence with the water's edge of Rhode River, North 49 degrees 02 minutes 30 seconds East 187.51 feet to an iron pipe, North 52 degrees 21 minutes East 179.83 feet to an iron pipe and North 72 degrees 38 minutes East 122.70 feet to an iron pipe; thence leaving the water's edge of Rhode River, South 04 degrees

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Complainant's Exhibit No. 2

08 minutes 30 seconds East 38.24 feet to an iron pipe, South 04 degrees 08 minutes 30 seconds East 41.77 feet to an iron pipe, South 04 degrees 08 minutes 30 seconds East 395.33 feet to an iron pipe and South 04 degrees 08 minutes 30 seconds East 173.46 feet to a monument set on the north side of the above mentioned farm road; thence with the north and northwest side of said road, North 77 degrees 47 minutes 30 seconds West 208.72 feet to an iron pipe and South 78 degrees 11 minutes 30 seconds West 38.41 feet to the place of beginning. Containing 4.16 acres, more or less. All bearings refer to Maryland Grid North.

BEING a part of the same property described in a deed from J. Cheston Morris, et al, to Mary H. Murray, dated May 8, 1884 and recorded among the Land Records of Anne Arundel County in Liber S.H. 25, folio 143, BEING ALSO the same property mentioned in Paragraph TENTH of the Last Will and Testament of Anne Cheston Murray, deceased, and recorded among the Will Records of Anne Arundel County in Liber G.M.N. 2, folio 252, the mortgage mentioned in said Paragraph TENTH of said Will from Adelaide Forbes Colhoun, Anne C. Murray, Sally B. Whall and Hugh D. Whall to Loyola Federal Savings and Loan Association, dated May 6, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1474, folio 254, having been fully released prior hereto.

It is the intention of these presents to vest in Sally B. Whall and Hugh D. Whall, her husband, the Grantees herein, a fee simple title to the herein described property.

TOGETHER WITH the buildings and improvements thereon and all the rights, roads, waters, ways, privileges and appurtenances thereto belonging or in anywise appertaining, and PARTICULARLY the right to the use in common of the above mentioned farm road leading through the Adelaide Forbes Colhoun property in a southerly and westerly direction to the Cumberstone County Road for the purposes of ingress and egress to and from said property.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Sally B. Whall and Hugh D. Whall, her husband, as tenants by the entireties, their heirs and assigns, in fee simple.

AND THE SAID party of the first part hereby covenants that she will warrant specially the property conveyed, and that she will

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execute such other and further assurances of the same as may from time to time be requisite.

WITNESS the hand and seal of the Grantor herein.

WITNESS:

Melissa L Cullen — Melissa L. Cullen

Adelaide Forbes Colhoun (SEAL) — Adelaide Forbes Colhoun

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 8th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ADELAIDE FORBES COLHOUN, the Grantor herein, and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

7.50

Melissa L Cullen
Melissa L. Cullen Notary Public

Rec'd for record June 9 1965 at 2:45 P.M.
Mailed to Mr Williams & Nelson
See Plat on Following Page

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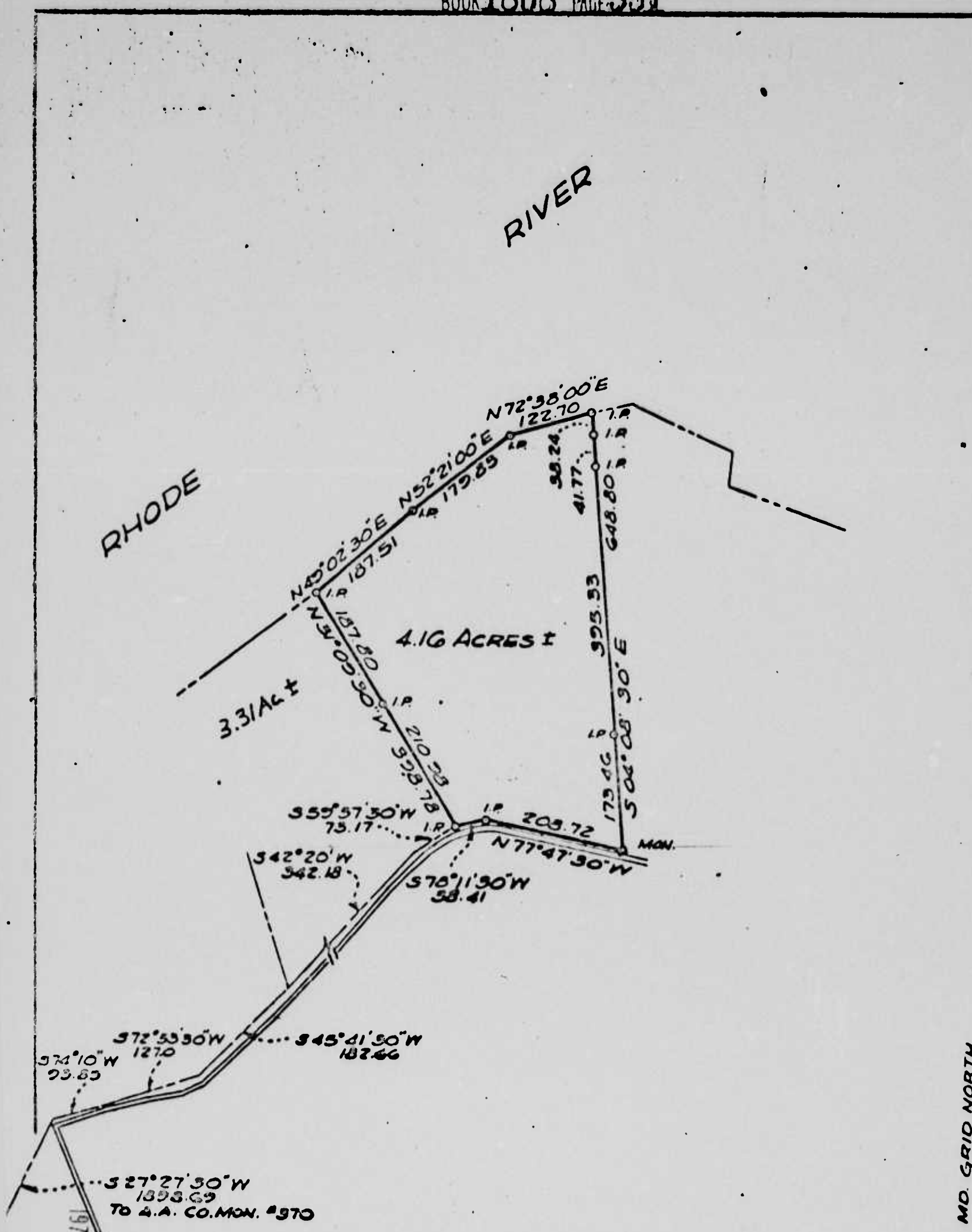
BOOK 196 PAGE 242
BOOK 1868 PAGE 534



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SURVEY OF 4.16 AC. - PART OF THE ADELAIDE FORBES COLHOUN PROPERTY CUMBERSTONE, FIRST DISTRICT ANNE ARUNDEL COUNTY, MARYLAND	J. R. McCRONE, JR. INC. REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS ANNAPOLIS, MARYLAND PRINCE FREDERICK CENTREVILLE TRAPPE LEONARDTOWN	SCALE 1" = 200' DATE 6-10-64 JOB. NO. 9462 FOLDER

SUBDIVISION PLAT RECORDED IN PLAT BOOK 21 PAGE 207

BOOK 196 PAGE 243

ELEANOR BURWELL MORRIS	*	
Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOHN M. COLHOUN, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	Equity No. 20,591

SUGGESTION OF DISABILITY OF RESPONDENTS
AND PRAYER FOR APPOINTMENT OF ATTORNEY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Robert N. Lucke, one of the Respondents, by Philip D. Hale, his solicitor, and suggests the minority of Charles Murray Colhoun, Brice Metcalf Colhoun, George Allen Colhoun, Co-Respondents in this cause, as well as the existence of unborn and unknown possible Co-Respondents in the cause, and prays the court appoint an attorney pursuant to Rules 205 and 275, said persons under disability not having a guardian or committee within the jurisdiction of the Court.

Philip D. Hale
Philip D. Hale
Solicitor for Respondents

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Suggestion Of Disability Of Respondents And Prayer For Appointment Of Attorney was mailed, postage prepaid, to John G. Rouse, Jr., Esq., Attorney for Plaintiff, 18 West Street, Annapolis, Maryland, 21401, this 28th day of December, 1971.

Philip D. Hale
Philip D. Hale
Solicitor for Respondents

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BOOK 196 PAGE 244

ELEANOR BURWELL MORRIS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOHN M. COLHOUN, et al	*	Equity No. 20,591
Respondents	*	

ORDER

It appearing to the Court that the Respondents, Charles Murray Colhoun, Brice Metcalf Colhoun, and George Allen Colhoun, are under disability, that there are or may be unborn or unknown Co-Respondents, it is this 28th day of December, 197 1, ORDERED that Vincent A. Malisani is hereby appointed attorney to represent the said minor Respondents and unborn and unknown descendents in this cause.

James L. Murray
JUDGE

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BOOK 196 PAGE 245

ELEANOR BURWELL MORRIS	*	
Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOHN M. COLHOUN, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	Equity No. 20,591

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Charles Murray Colhoun, Brice Metcalf Colhoun and George Allen Colhoun, minors, and other unborn and unknown descendants of John M. Colhoun, by Vincent A. Mulieri, their solicitor, and in answer to the Bill of Complaint exhibited against them respectfully say:

1) Paragraph 1 of the Bill of Complaint is admitted.

2) Paragraph 2 of the Bill of Complaint is admitted.

3) The Respondents have no knowledge of the allegation of Paragraph 3 of the Bill of Complaint and can neither admit nor deny the same.

4) The Respondents have no knowledge of the allegation of Paragraph 4 of the Bill of Complaint and can neither admit nor deny the same.

5) Paragraph 5 of the Bill of Complaint is admitted.

6) Paragraph 6 of the Bill of Complaint is admitted.

7) Paragraph 7 of the Bill of Complaint is admitted.

NOW THEREFORE, the Respondents having fully answered the Bill of Complaint, they pray:

1) That the Bill of Complaint be dimissed with costs

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to the Respondents.

And as is duty bound, etc.

Vincent A. Mulieri

Vincent A. Mulieri
Solicitor for Respondents
155 Duke of Gloucester Street
Annapolis, Maryland 21401
263-2646

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Answer To Bill Of Complaint was mailed, postage prepaid, to John G. Rouse, Jr., Esq., Attorney for Plaintiff, 18 West Street, Annapolis, Maryland, 21401, this 30th day of December, 1971.

Vincent A. Mulieri

Vincent A. Mulieri
Solicitor for Respondents

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BOOK 196 PAGE 247

ELEANOR BURWELL MORRIS	*	
		IN THE CIRCUIT COURT
Plaintiff	*	
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
JOHN M. COLHOUN, et al	*	
		Equity No. 20,591
Respondents	*	

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes John M. Colhoun, Robert N. Lucke and Mercantile-Safe Deposit and Trust Company, Trustees under the Will of Adelaide Forbes Colhoun; John M. Colhoun and Robert N. Lucke, Executors of the Estate of Adelaide Forbes Colhoun; and John M. Colhoun, Individually, by Philip D. Hale, their solicitor, and in answer to the Bill of Complaint exhibited against them respectfully say:

1) Paragraph 1 of the Bill of Complaint is admitted.

2) Paragraph 2 of the Bill of Complaint is admitted.

3) The Respondents have no knowledge of the allegations of Paragraph 3 of the Bill of Complaint and can neither admit nor deny the same.

4) The Respondents have no knowledge of the allegations of Paragraph 4 of the Bill of Complaint and can neither admit nor deny the same.

5) Paragraph 5 of the Bill of Complaint is admitted.

6) Paragraph 6 of the Bill of Complaint is admitted.

7) Paragraph 7 of the Bill of Complaint is admitted.

NOW THEREFORE, the Respondents having fully answered the

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Bill of Complaint, they pray:

1) That the Bill of Complaint be dismissed with costs to the Respondents.

And as is duty bound, etc.

Philip D. Hale

Philip D. Hale
Solicitor for Respondents
192 Duke of Gloucester Street
Annapolis, Maryland 21401

Hull Colhoun

John M. Colhoun

Robert N. Lucke

Robert N. Lucke

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By Paul P. Klender

PAUL P. KLENDER,
ASS'T. VICE PRESIDENT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Answer To Bill of Complaint was mailed, postage prepaid, to John G. Rouse, Jr., Esq., Attorney for Plaintiff, 18 West Street, Annapolis, Maryland, 21401, this 31st day of December, 1971.

Philip D. Hale

Philip D. Hale
Solicitor for Respondents

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BOOK 196 PAGE 249

ELEANOR BURWELL MORRIS	.	IN THE CIRCUIT COURT
Complainant	.	FOR
VS.	.	
JOHN M. COLHOUN, INDIVIDUALLY, ETC, ET AL	.	ANNE ARUNDEL COUNTY
		EQUITY NUMBER 20,591
Respondent	.	

. . . . . .

TESTIMONY ON BEHALF OF COMPLAINANT

June 30, 1972

PRESENT:

John G. Rouse, Esquire, Attorney for Complainant.

Robert Lucke, Esquire, Attorney for Respondent.

Vincent Mulieri, Esquire, Attorney for Remaindermen.

Malcolm Smith, Esquire, Court Examiner and Master.

Mrs. Emily B. Hantske, Court Reporter.

WITNESSES:

Warren Suit, pages 2 to 7.

Eleanor B. Morris, pages 8 to 11.

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WARREN L. SUIT, a witness of lawful age, being first duly sworn, deposes and says:

(MR. ROUSE)

1 State your name and business address, please.

A Warren L. Suit, 20 Ridgely Avenue, Annapolis, Maryland.

2 What is your occupation?

A Surveyor with J. R. McCrone, Jr., Incorporated.

3 How long have you been a surveyor?

A Twenty-six years.

4 I show you a plat of Ivy Neck Farms, actually, it's a part of Ivy Neck Farms, is that correct?

A Yes, sir.

5 Can you identify this?

A Yes, sir.

6 Who prepared this plat?

A This plat was prepared by our Company, J. R. McCrone, Jr., Incorporated.

7 Did you participate yourself in the preparation of the plat?

A Yes, sir, I was in charge of the survey.

(PLAT INTRODUCED HEREWITH AS EXAMINER'S EXHIBIT NO. 1)

MR. LUCKE: I want the record to show that Vincent Mulieri, Esquire, is here to represent the children who are the remaindermen under the will of Miss Colhoun.

8 I show you a deed dated June 8, 1965, and recorded in the land records of Anne Arundel County in liber 1868, folio 528, which is a deed from Adelaide Forbes Colhoun to Sally B. Wall

and Hugh D. Wahll and containing a meets and bounds description. Can you tell us whether or not the property described in that deed appears on this plat?

A Yes, this deed is Parcel number 8 as shown on this plat.

9 And how many acres does that lot contain?

A Four point sixteen acres.

(DEED FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 2)

10 I show you a handwritten letter on the stationery of Miss Adelaide F. Colhoun and also a sketch to which the letter refers, and it's stipulated, as I understand it, it's agreed that this is the handwriting of Miss Colhoun.

(LETTER FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 3)

11 That letter refers to a sketch which accompanies it, and it is stipulated that the sketch was prepared by Mr. John F. Colhoun, one of the parties in this case, Now, I show you the sketch which accompanied the letter, and on looking at that sketch can you state whether or not it appears to be a sketch of part of the same property shown on this plat?

A Yes, it is.

(SKETCH FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 4)

12 And in this letter I'll give you to read -- let me give it to you. Now, having read that letter are you able to determine Miss Colhoun's intention with respect to the lot line between the Whal property, Lot number 8 and the end of Locust Point?

A Yes, the sketch and according to the letter here represents

Parcel 9 as shown on the plat.

13 And according to the letter that was to go to Eleanor Murray, is that correct?

A Eleanor Murray --

14 The lot next to Sally Morris --

A I see, yes, that's right.

MR. SMITH: Let the record show that where Mr. Rouse said Murray it should be Morris.

MR. ROUSE: I'm sorry, I didn't know I'd said that.

15 Now, do you know who Bill and Bob are, to whom the letter refers?

A I know Bill. Bill would be Bill Murray, I'm not familiar with Bob.

16 I show you a deed dated November 17, 1969, recorded in liber 2316, page 360, from Adelaide F. Colhoun to William Talbot Murray III, and his wife. Can you tell us what lot is shown on this plat as conveyed to the Murrays?

A This deed to Murrays conveys Parcel No. 10, containing four point forty-one acres.

17 And here is Parcel No. 10 on this plat, right?

A Right.

18 And does that lot also appear on the sketch which was introduced as Exhibit No. 4?

A Yes, sir, it does.

19 On there it is call Lot 2, is that correct?

A Yes, it is.

20 I show you a deed dated May 27, 1968, recorded in 2175, page 30, and ask you whether or not you can identify that property?

A Yes, this deed conveys Parcel No. 11 containing six point sevent-six acres to Robert M. Cheston.

21 Does that lot -- shown on the plat as Parcel No. 11, does that appear on the so-called sketch?

A Yes, sir, it does.

22 Can you identify it on the sketch, however, by a different number, is that correct?

A Yes, sir.

23 Lot No. 3?

A Correct.

(DEED FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 7)

24 Now, I show you a photocopy of a letter from Mrs. Colhoun to her attorney in Baltimore, Mr. Gibbs Mckinney, dated March 6, 1966, and I ask you to read that. In the letter to her attorney Mrs. Colhoun enclosed a list of people to whom she wanted to make special provisos and effects, is that correct?

A Yes, sir.

25 She wanted to leave to Eleanor Burwell Morris a parcel of land of four point one six acres adjoining the Wahll property, now, looking at the plat can you tell us whether or not there is a parcel containing four point one six acres adjoining the Wahll property?

31

A No, sir, there isn't.

26 What is the acreage of the plot which adjoins the Whall property?

A There's Parcel 9 containing four point thirty-eight acres that joins the Whall property on the east.

27 Now, looking at the sketch --

A On the west side there's a parcel No. 7 containing three point thirty-one acres.

28 But that's an improved parcel, is it not?

A That's right, that has a house on it.

29 Can you tell us whether or not Lot Number 9 which you state is the lot which adjoins the Whall property, does that appear on the sketch which you looked at a short while ago?

A Yes, sir, it does.

30 How is it identified on the sketch?

A On the sketch here, it's labelled Lot No. 1, three and a-half to three and three-quarters acres.

31 Can you explain why there would be a difference in the acreage shown on Lot 9 on the plat and the same lot on the sketch?

A I don't know where they got this acreage from here, three and a-half to three and three-quarters.

32 I show you the first codicil to Miss Colhoun's will which is dated June 24, 1966, it's also the same date she executed the will, and call your particular attention to Item Third. Item Third says 'I hereby bequeath unto Eleanor Burwell Morris, if she survives me, a parcel of land from the Ivy Neck farm

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comprising four and sixteen-hundredths acres more or less, which parcel is described as Parcel Number 8 on a plat of 'Ivy Neck Farm, the Adelaide Forbes Colhoun property', prepared by J. R. McCrone, Jr., Inc., Registered Surveyors, dated June, 1964, revised March 16, 1966.' Is it correct that in the codicil in her will Miss Colhoun purported to leave to Eleanor Burwell Morris a parcel of land which had been conveyed to the Whalls almost exactly a year earlier, is that correct?

A Yes, sir.

33 Now, having read the codicil and having read the letter from Miss Colhoun to Mrs. Morris and the letter from Miss Colhoun to Mr. Mckinney, do you have an opinion as to what Mrs. Colhoun intended to do in her codicil?

A I'm sure Miss Colhoun intended to convey -- or to leave to Mrs. Morris Parcel No. 9 containing four point thirty-eight acres, which was adjoining the Whall property on the east.

(LAST WILL AND TESTAMENT IF MISS COLHOUN FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 5)

(DEED FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 6)

(LETTER FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 8)

ELEANOR BURWELL MORRIS, a witness of lawful age, being first duly sworn, deposes and says:

(MR. ROUSE)

1 Will you please give us your name and address?

A Eleanor Burwell Morris, 300 Kramer Road, Oakwood, Ohio.

2 Were you related to the late Adelaide Forbes Colhoun?

A Yes.

3 How were you related to her?

A We were third cousins.

4 You're not now living in Anne Arundel County, is that correct?

A No, I'm not.

5 When and why did you leave Anne Arundel County?

A We left in 1958 because my husband's job transferred him to Chicago.

6 Has it always been your ultimate intention to return here?

A Yes.

7 You have a sister, is that correct?

A Yes.

8 What is her name?

A Sally Burwell Whall.

9 Is she sometimes referred to as Sally Morris?

A Yes.

10 Where does she live?

A Ivy Neck Farm.

11 Will you show us on the plat which is Exhibit Number 1 where

your sister lives?

A Right here.

12 That's Parcel No. 8. And do you know how she acquired this property?

A By deed.

13 And would that be the deed which has been offered in evidence as Exhibit -- by deed dated June 8, 1965?

A Yes.

14 This is Examiner's Exhibit No. 2. I hand you a letter on the stationery of Miss Adelaide Forbes Colhoun and first of all, ask you if you can identify the handwriting?

A Yes.

15 Whose handwriting is it?

A That's Adelaide's handwriting.

16 When and under what circumstances did you receive that letter?

A I believe I got this around Thanksgiving, 1966, and she sent it in an envelope with just my name on it and a cake, she always sent a cake for Thanksgiving, and I believe this was in the box.

17 In the letter she refers to a sketch of property between Sally Morris and the end of Locust Point, is this the sketch which she sent with the letter?

A Yes, it is.

18 Now, who are Sally Morris, Bill and Bob?

A Sally is my sister, Bill Murray is my cousin and Bob Cheston

95

is my cousin.

19 Do you know whether or not Bill received a lot from Miss Colhoun?

A Yes, he did.

20 Can you point out on the sketch which lot was conveyed to him?

A Right there, Bill Murray.

21 And can you show us on the plat which lot was conveyed to Bill Murray?

A Right here.

22 That's Parcel No. 10, right? As shown on the plat?

A Yes.

23 Now, how about Bob Cheston, do you know whether or not he received a lot?

A Yes, he did.

24 Can you point out on the sketch which lot was conveyed to him?

A Right here.

25 Lot No. 3, and on the plat?

A Parcel 11.

26 Parcel No. 11.

(MR. LUCKE)

27 Mrs. Morris, you said that you were aware that Bill Murray from Miss Adelaide, you're not implying that he received the lot by will or gift, are you?

A No.

28 You don't know whether he bought it or got it by gift?

34

A Well, I knew that he bought it because he told me he bought it.

29 And how about Bob Cheston?

A He bought his, also.

30 To your knowledge, they both bought their lots?

A Yes, they did.

MR. LUCKE: I would like to have the record show that at the hearing Mr. John Colhoun was in attendance. Robert Lucke appeared for Mr. Colhoun and Mercantile Trust Company. Mr. Mulieri appears for the children who are the remaindermen under the will of Adelaide F. Colhoun.

There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in 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 10th day of July, 1972.

Malcolm B. Smith (SEAL)

Malcolm B. Smith, Esq. Examiner

M. B. S. $100.00

E. B. H. 15.00 pd.

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BOOK 196 PAGE 261

LAW OFFICES
ROUSE, UNDERWOOD AND MILLER
18 WEST STREET
ANNAPOLIS, MARYLAND 21401

JOHN G. ROUSE, JR.
P. JAMES UNDERWOOD
L. VERNON MILLER, JR.

P. O. BOX 1791
267-8186
269-0738

July 6, 1972

TO: Malcolm B. Smith, Esquire

FROM: John G. Rouse, Jr.

RE: Equity No. 20,591
Eleanor Burwell Morris vs John M. Colhoun, et al

On the question of admissibility of extrinsic evidence to prove an alleged error of a number of a lot given in a description of land devised by the First Codicil in Miss Colhoun's Will, see Shellady Inc. vs. Herlihy, 236 MD 461. A copy of this opinion is attached. See also 57 Amer. Jur., Wills, Sections 1081 & 1082; Annotation 16 A.L.R. (3d) 386 and Patch vs White, 117 US 210. In the latter case, the Supreme Court adopted the view that there is a latent ambiguity explainable by extrinsic evidence where the misdescription consists of the designation of a thing not in existence or, if in existence, not belonging to the testator and not intended to be designated, as where the description applies to more than one piece of property and the Court held that where the Will purported to devise "Lot No. 6 in square 403" and the testator did not own Lot No. 6, square 403, although such a lot did exist, but did own Lot No. 3 in square 406, parol evidence was admissible to show these facts so as to enable the Court to determine, in light of the other provisions of the Will and of such extrinsic circumstances, whether or not Lot no. 3 in square 406 was intended.

As to the applicability of the "dead man's statute", see Stacy vs Burke, 259 MD 390, a copy of the opinion being attached. See also 21 MD Law Rev. 60.

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of a proceeding by one claiming relief against another, which may ultimately not prevail, could not be considered fraud in a legal sense, either upon the party against whom relief is sought, or upon the court in which the proceeding was instituted.

As pointed out above, the rules of court amply provide opportunity for a timely remedy to a defendant in a confessed judgment proceeding. Here the appellee not only was tardy in filing his first motion to vacate the judgment on the ground of failure of consideration (which he later withdrew), but failed to show any basis for setting aside the judgment on the ground of fraud, which he alleged in his second motion to set aside the judgment filed more than four months after the judgment had become final.

Order reversed, with costs.

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WM. D. SHELLADY, INC. *v.* HERLIHY, ET AL. EX'R OF THE ESTATE OF R. CARL BAMBERGER, DEC'D

[No. 39, September Term, 1964.]

WILLS—*Mistake In Description Of Property Devised—Maxim Of Falsa Demonstratio Non Nocet Applied.* Where the testator had bequeathed 104 shares of Class 'B' stock in a corporation, but upon his death it was found that he owned 104 shares of Class 'A' stock of the corporation but did not own any shares of the corporation's Class 'B' stock, the Court upheld the lower court's application of the maxim of *falsa demonstratio non nocet* to the language employed, to eliminate the words "Class B" and thereby prevent frustration of the testator's intent by curing what seemed on the extrinsic evidence to have been a mistake in description. The facts shown by the extrinsic evidence (admissible because of a latent ambiguity) complied with each of the three necessary elements for the application of the doctrine. The words "Class B" used to describe the testator's stock in the bequest were insensible with respect to the facts. The part of the description disregarded was a trimming rather than the body of

the description, for the testator owned the exact number of shares of the corporation which he disposed of in his will. The remaining portion of the description was substantial, for by omitting the words "Class B", the item pertained exactly to the stock of the corporation which the testator did own. Furthermore, a basic principle in the construction of wills is that the intention of the testator as gathered from the four corners of the instrument is to prevail if there be apt words used to effectuate it, unless some positive principle of law is contravened or unless the testator's intention was frustrated by some unbending rule of construction assigning an inflexible meaning to particular words. In this case the intention of the testator as gathered from the four corners of his will was that the legatees named, who included the natural objects of his bounty, should receive the stock which constituted almost all of the estate. If that intention was not allowed to prevail, these legatees would have received nothing. Hence, the aforementioned maxim was properly applicable to prevent frustration of the testator's intent. pp. 464-471

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WILLS—*Testimony Improperly Excluded—Dead Man's Statute Applies Only Where Testimony Would Tend To Increase Or Diminish The Estate—However Admission Of Excluded Testimony Would Not Affect Court's Holding In This Case.* The testator in the instant case had bequeathed Class 'B' stock in a corporation to the named legatees under Item 2 of his will when in fact he only owned Class 'A' stock in the corporation. The lower court found this to be a mistake in description and applying the maxim of *falsa demonstratio non nocet* disregarded the words "Class B" so as not to defeat the devise. The appellant contends that certain testimony which allegedly would have changed the result was improperly excluded as inadmissible under Code (1957), Article 35, Section 3 (the "Dead Man's Statute"). The testimony concerned statements made by the testator's lawyer to the testator to the effect that under the will complete control of the corporation would pass to Albert J. Matlusky, testator's business associate. The Court assumed, without deciding, that the Dead Man's Statute did not exclude this testimony. Testimony meant to be excluded by the operation of the statute is such as would

tend to increase or diminish the estate of the decedent by establishing or defeating a cause of action by or against the estate. However, the Court found that even had the excluded testimony been admitted, as declarations of intention admissible in the interpretation of a latent ambiguity for the purpose of establishing what the testator understood was signified by the words employed in the will, it would not have changed what the Court, upholding the lower court, had *held* to be the proper construction of Item 2 under the will. There was nothing in the conversations, concerning testator's willingness for Matlusky to have control of the corporation, to contravene the intention of the testator that the legatees designated in Item 2 should receive the 104 shares of stock of the corporation which he owned, in the respective amounts set forth, or to negate the strong inference that the testator, when he executed the will, knew he had no other shares to bequeath. Other testimony similarly excluded by the court below did not affect this conclusion. pp. 472-476

S. K. S.

Decided November 11, 1964.

Appeal from the Circuit Court for Talbot County (CARTER, C. J.).

Suit for construction of the will of R. Carl Bamberger by Thomas Herlihy, Jr., and Albert J. Matluski, executors of the estate of R. Carl Bamberger, deceased, against the legatees under Item 2 of the testator's will and Wm. D. Shellady, Inc., the residuary legatee under the will. From an order construing the will so as to uphold the bequest to the named legatees under Item 2, the residuary legatee appealed.

Affirmed: costs to be paid out of the estate.

The cause was argued before HENDERSON, C. J., and PRESCOTT, MARBURY, SYBERT and OPPENHEIMER, JJ.

Robert C. Thompson for the appellant.

Edward T. Miller, with whom was *Henry P. Turner* on the brief, for the appellees.

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OPPENHEIMER, J., delivered the opinion of the Court.

This is an appeal from an order of the Circuit Court for Talbot County construing a will in which the testator used ambiguous words to describe the subject of a bequest. A suit for construction of the will of R. Carl Bamberger was filed by his executors, the appellees. The executors are Thomas Herlihy, Jr. (Herlihy), the testator's attorney who had prepared the will, and Albert J. Matlusky (Matlusky). The suit was filed against the legatees under Item 2 of the testator's will and Wm. D. Shellady, Inc., a Delaware corporation, (the corporation) of which the testator had been the president and of whose stock he was the largest holder. Matlusky was the secretary-treasurer of the corporation and the second largest holder of its stock.

Item 2 of the will provides as follows:

> "I give and bequeath to each of the following named legatees, shares of Class 'B' stock of Wm. D. Shellady, Inc. as follows:
>
> Albert J. Matlusky—9 shares.
> Reinhardt F. Bamberger—9 shares.
> Earl Bamberger—5 shares.
> Elizabeth Brosnahan—5 shares.
> Mable McCrea—32 shares.
> Vincent J. Colombo—4 shares.
> Valdemar Lundberg—4 shares.
> John Gibbons—4 shares.
> Charles Mason—4 shares.
> George Heinold—4 shares.
> Jack Denny—4 shares.
> Harry Donoho—4 shares.
> Thomas Point—4 shares.
> Mary T. Kaminski—4 shares.
> Holy Trinity Lutheran Church of Wilmington, Del.—8 shares.
>
> "The bequest of stock to Holy Trinity Lutheran Church is to be considered as a memorial to my mother and father. I request each and every one of the aforementioned legatees before selling or disposing of the stock to offer the same to Wm. D. Shellady, Inc. and that the corporation acquire the stock at book value."

The persons and church named in Item 2 are hereinafter referred to collectively as "the legatees".

By the third item of his will the testator bequeathed his household effects and automobile to his housekeeper, Mable McCrea, one of the legatees under Item 2; by the fourth item, he directed that she should have charge of his funeral arrangements. In the fifth item he devised and bequeathed the residue of his estate to the corporation. By the sixth item, he designated Herlihy and Matlusky to be his executors without bond.

After the taking of testimony, Chief Judge J. DeWeese Carter filed an opinion which, by stipulation of counsel representing all parties who appeared or wished to appear at the hearing, sets forth all the facts and questions which would be set forth in a separate statement under Maryland Rule 826g.

In accordance with his opinion, Judge Carter filed an order which provides *inter alia* that "the words 'Class B' immediately following the words 'shares of' in Item 2 of the subject Will, be and the same are hereby stricken out and disregarded" and "that the Testator by Item 2 of the subject will bequeathed to the legatees therein designated, the 104 shares of Class A stock in Wm. D. Shellady, Inc. which he owned at the time of his death in the proportions therein specified * * *." The corporation has filed this appeal. The executors are named as appellees but have taken no part in the appeal. Affirmation of the lower court's order is urged by certain of the legatees other than Matlusky (some of the legatees did not take part in the proceedings below or in this appeal).

Upon the testator's death it was found that he owned 104 shares of the Class A stock of the corporation but did not own any shares of the corporation's Class B stock.

At the trial below the court admitted extrinsic testimony as to the meaning of Item 2 of the will, based on the fact that there was a latent ambiguity. Extrinsic evidence pertaining to the circumstances of the testator and of the corporation was clearly admissible. *Darden v. Bright*, 173 Md. 563, 568-570,

198 Atl. 431 (1938) and the authorities therein cited; Miller, *Construction of Wills*, §§ 42-45 (1927).

The evidence showed that in 1928 the testator and Harry W. Mason purchased all the stock of the corporation from the estate of William D. Shellady as equal partners. The business conducted by the corporation was that of installing and supplying plumbing facilities. Shortly prior to 1945, the testator and Matlusky purchased Mason's interest. The testator served as president until 1954, when he suffered a heart attack, followed by a paralytic stroke a few months later. Soon after his illness, he moved his residence from Wilmington, Delaware, to Talbot County; he relinquished the presidency of the corporation but continued as a director. He partially recovered in 1955 and from that time until 1957 made visits to the office of the corporation in Wilmington. He executed his will in 1954 and died in December, 1957. The testator had no children and had been separated from his wife since 1945. Mable M. McCrea acted as his housekeeper and nurse from 1954 until his death.

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At the time of the execution of the will and at the time of the testator's death, the corporation had issued and outstanding 174 shares of Class A stock, which was the voting stock, and three shares of Class B stock, which was non-voting, and which was owned by Frank H. Hanby, the vice-president. The testator, both at the time of the execution of the will and at the time of his death, owned 104 shares of the Class A stock; 53 shares were owned by Matlusky and 17 shares by Harry J. Donoho, who succeeded the testator as president. In 1945 or 1946, the corporation had issued 23 shares of its Class B stock which was all of that stock ever issued; 20 shares of the Class B stock were originally owned by Matlusky and three by Hanby. Matlusky later surrendered his 20 shares of Class B stock for Class A stock. The testator had never in his lifetime owned any of the Class B stock. The only substantial assets owned by him at the time of his death were the 104 shares of the Class A stock. The corporation's financial statement for 1962 showed as a liability an indebtedness due to the testator's estate of some $50,000, which is disputed by the corporation. The book value of the Class A stock at the time of the testator's death was $898.40 a share.

The persons named as legatees under Item 2 of the will included the testator's brother; Matlusky; the testator's nephew and niece; his housekeeper; several employees of the corporation; and the church, whose bequest the testator stated was to be considered as a memorial to his parents. Judge Carter found that the legatees were the natural objects of his bounty. In his opinion, the Chancellor stated: "Under these circumstances, it appears obvious it was the testator's intention to bequeath his Class A stock in Item 2, as the only stock he ever owned, and that the reference to 104 shares of Class B stock was an error." The court applied the maxim of *falsa demonstratio non nocet* to the language employed in Item 2 by eliminating the words "Class B" so that the bequest reads: "I give and bequeath to each of the following named legatees shares of stock of Wm. D. Shellady, Inc. as follows:"

The appellant, the corporation, contends that the court below erred in applying the maxim based solely on the evidence admitted. It also contends that the court erred in excluding certain testimony of Herlihy and Matlusky and the rough draft of a letter from the testator to Herlihy, and that such evidence, if admitted, would have confirmed that the provisions of Item 2, as written, accurately represented the intention of the testator at the time of the execution of the will.

I

As Item 2 is written, all the bequests to the legatees named therein, in the proportions set forth, would become inoperative. The testator owned no Class B stock, either at the time he executed the will or at the time of his death. The gift of stock is a specific legacy and, as a general rule, the non-existence of the subject of such a legacy at the testator's death will defeat the gift. *Gardner v. McNeal*, 117 Md. 27, 35-37, 82 Atl. 988 (1911) and *Gelbach v. Shively*, 67 Md. 498, 10 Atl. 247 (1887). See also *Hall v. Elliott*, 236 Md. 196, 202 A. 2d 726 (1964). As Item 2 is written, the 104 shares of Class A stock which the testator owned would pass to the corporation as the testator's residuary legatee. The book value of these 104 shares of Class A stock at the time of the testator's death was in ex-

cess of $93,000. These shares were the only substantial assets owned by the testator at the time of his death.

The maxim *falsa demonstratio non nocet,*[1] which originated in England, has been applied by this Court as well as by many jurisdictions of the United States. *Littig v. Hance,* 81 Md. 416, 32 Atl. 343 (1895); *Scarlett v. Montell,* 95 Md. 148, 51 Atl. 1051 (1902); *Selwood v. Mildmay,* 3 Ves. Jr. 306 (1797); *Miller v. Travers,* 8 Bing. 244 (1832); Wigmore, *Evidence* § 2476 (3d ed. 1940); *Jarman on Wills,* 1146 (8th ed. 1951); Atkinson, *Law of Wills,* 283 (2d ed. 1953); Warren, *Interpretation of Wills—Recent Developments,* 49 Harv. L. Rev. 689 (1936); 94 A.L.R. 26, 74.

The application of the doctrine expressed by this maxim is explained in *Littig v. Hance, supra,* as follows:

> "Every application of this maxim implies that a mistake has occurred in the use of language. In all such cases the legal question is, conceding a mistake, is the intent clear upon the whole language employed? *Criss v. Withers,* 26 Md. 569. To illustrate: In * * * *Selwood v. Mildmay,* 3 Ves. Jr. 306 (which is designated a very strong case by C. J. Tindal, in *Miller v. Travers,* 8 Bing. 244), the testator devised to his wife part of his stock in the four per cent. annuities of the Bank of England, and it was shown by parol evidence that at the time he made his will he had no stock in the four per cent. annuities, but that he had had some which he had sold out, and of which he had invested the produce in long annuities, it was held that the bequest was in substance a bequest of stock, using the word as a denomination, not as the identical *corpus* of the stock; and as none could be found to answer the description but the long annuities, it was decided that such stock should pass, rather than the will be

1. The full maxim is *falsa demonstratio non nocet cum de corpore constat.* It is translated as follows: "Mere false description does not vitiate, if there be sufficient certainty as to the object." Broom, *Legal Maxims,* 403 (9th ed. 1924); Warren, *Interpretation of Wills—Recent Developments,* 49 Harv. L. Rev. 689, 699 (1936).

> altogether inoperative. And so in *Day v. Trig,* 1 P. Wms. 286, a devise of all the testator's freehold houses in Aldersgate street, when, in fact, he had no freehold, but had leasehold houses, was held to pass the latter, the word freehold being rejected; the rule being that when any property described in a will is sufficiently ascertained by the description, it passes under the devise, although all the particulars stated in the will with reference to it may not be true. See also *Doe v. Lord Cranstown,* 7 M. & W. 1; *Doe v. Roberts,* B. & Ald. 407; *Andrews v. Pearson,* 68 Me. 19." 81 Md. at 431-32.

In *Littig,* the will of the testatrix bequeathed certain sums of money, referring to them as debts due to her. When the evidence showed that the sums were not in fact debts, it was held that the erroneous addition to the description did not defeat the bequest. In *Scarlett v. Montell, supra,* the property devised was a "lot of three acres situated at the corner of Bloomsbury lane and Rolling road." It appeared that the testator owned a lot of three acres on Bloomsbury Lane but the lot did not lie on Rolling Road. We held that the erroneous addition did not defeat the devise. Judge Page, in delivering the opinion of the Court, said:

> "We do know, however, that the testator held but one three-acre lot on the Bloomsbury lane and we cannot doubt that it was his intention to dispose of it and no other. If it be assumed that it was not possible to be at the 'corner of Bloomsbury lane and the Rolling road,' it is evident that the testator has made a mistake in the description of his lot. It is not less clear however that, notwithstanding the misdescription, he intended to devise the particular lot lying along the Bloomsbury lane. For the reasons that have already been given we think this cannot be successfully controverted. The lot mentioned in the will, is the lot the testator then was seized and possessed of lying along the Bloomsbury lane, and being so identified that there can be no reasonable doubt as to what the lot is, the

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erroneous addition cannot defeat the devise. *Littig v. Hance*, 81 Md. 431; *Criss v. Withers*, 26 Md. 569; *Stockham v. Stockham*, 32 Md. 207; *Patch v. White*, 117 U.S. 210." 95 Md. at 159.

"For the application of the doctrine of *falsa demonstratio non nocet*, the words must be insensible with respect to the facts, the part to be disregarded must be a trimming rather than the body of the clause, and the remaining portion must be substantial." Warren, *Interpretation of Wills—Recent Developments*, 49 Harv. L. Rev. 689, 703 (1936).

The facts shown by the extrinsic evidence in this case comply with each of the three necessary elements for the application of the doctrine. The words "Class B" used to describe the testator's stock in Item 2 are insensible with respect to the facts because the testator did not own and never had owned any shares of the Class B stock. The part of the description to be disregarded is a trimming rather than the body of the description, for the testator not only owned shares of stock of the corporation but owned the exact number, 104, which he disposed of in Item 2 of his will. The remaining portion of the description is substantial, for by omitting the words "Class B", the item pertains exactly to the stock of the corporation which the testator did own.

The appellant contends that in *Littig* the use of the term "debts" was plainly surplusage and that the court felt free to disregard it particularly because the alternative was to require the property to pass by intestacy in direct contravention of the presumption against partial intestacy. However, the facts in *Selwood v. Mildmay, supra*, cited with approval in *Littig*, as well as those in *Scarlett v. Montell, supra*, in both of which cases the doctrine was applied, are close to the facts of the present case.

The appellant cites *Miller v. Weber*, 126 Md. 658, 95 Atl. 962 (1915) to support its contention that the doctrine does not apply to the testator's will. In that case, the testator had bequeathed "cash in the Baltimore Savings Bank." He had no account in that bank but did have an account in the German Savings Bank which was not otherwise bequeathed or referred

to in his will. The legatee contended that the word "Baltimore" should be excised so that the bequest would read "cash in the Savings Bank" and would then necessarily apply to the deposit in the German Savings Bank. This Court, while referring to the maxim and citing *Littig* and *Scarlett* with approval, held that the doctrine did not apply to the facts before it on the ground that the testator may have had money deposited in other savings banks at the time the will was executed. We do not regard *Miller v. Weber, supra*, as controlling the present case; here, the testator had no Class B stock of the corporation at the time the will was executed and never had had such stock, while he did have the exact number of shares of Class A stock which he bequeathed.

It is a basic principle in the construction of wills that the intention of the testator as gathered from the four corners of the instrument is to prevail if there be apt words used to effectuate it, unless some positive principle of law is contravened or unless the testator's intention was frustrated "by some unbending rule of construction assigning an inflexible meaning to particular words." *Littig v. Hance*, 81 Md. 416, 425, 32 Atl. 343 (1895). See also, *Ball v. Townsend*, 145 Md. 589, 599, 125 Atl. 758 (1924); *McElroy v. Mer.-Safe Dep. Co.*, 229 Md. 276, 282, 182 A. 2d 775 (1962). In this case, the obvious intention of the testator as gathered from the four corners of his will is that the legatees named in Item 2 who, as Judge Carter points out, include the natural objects of his bounty, should receive the stock which constituted almost all of his estate. If that intention is not allowed to prevail, the legatees would receive nothing. The will contains no provision and no way has been suggested by which the testator's Class A stock could be converted into Class B stock without the consent of persons not parties to the case and without depriving the stock of its voting rights, which constitute an important part of its value. There is no unbending rule of construction assigning an inflexible meaning to the particular words "Class B"; on the contrary, the maxim relied upon by the Chancellor to prevent such a frustration of the testator's intent and to cure what seems on the extrinsic evidence to have been an obvious mistake in description, in our opinion is clearly applicable.

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II

The appellant contends that, even if the lower court's construction of the will, on the extrinsic evidence alone, was proper, other evidence was improperly excluded, which, if admitted, would have changed the result. By stipulation of counsel, we are confined to the opinion of the lower court for the statement of all facts and questions in this case. Judge Carter's statement of the evidence referred to is as follows:

> "The will was prepared by Thomas Herlihy, Jr. one of the Executors in 1954. A portion of his testimony; admitted subject to exception concerned conversations with the testator prior to the execution as well as subsequent thereto. The subsequent conversations were held in October, 1954 and February, 1955, after the will was executed in August, 1954. In the first of these conversations the witness testified he pointed out to Mr. Bamberger that since the Class B. stock bequeathed under Item 2 of the Will was non-voting stock and the Class A. stock apparently intended to pass to the Corporation under the residuary clause was voting stock, the complete control of the company upon his death would pass to Albert J. Matlusky the next principal stockholder of the corporation. In the second conversation he pointed out the same matters to the testator and on both occasions was advised that the testator wished the Class B. stock to go to the persons listed in Item 2. and the Class A. stock to go to the corporation, even though that meant that Mr. Matlusky would have control of the corporation. That following the conversations the testator did not change his will. That Herlihy does not know whether the testator was aware that he had no Class B. stock at the time of these conversations. Mr. Albert Matlusky, a distributee under the will and defendant herein also testified to the effect that in 1953, or about a year prior to the execution of the will, he discovered among papers in the corporation office, a rough draft of a letter from Bamberger to Herlihy setting forth Bamberger's intention to bequeath stock in the company to the persons mentioned in item 2. His testimony concerning his conversation with the testator following this discovery to the effect that the testator informed him he was entirely satisfied with Matlusky's management of the business and wanted such to continue after his death, was admitted subject to exception."

The testimony was offered on behalf of the executors and the corporation. The legatees who were represented moved to strike this evidence; it was admitted subject to exception, but, in his opinion, Judge Carter sustained the exceptions and struck the evidence from the record. He based his decision on the evidence on Code (1957) Article 35, Section 3 (the "Dead Man's Statute").[2]

It is at least doubtful, in our opinion, whether that statute applies to the situation presented in the present case. In *Riley v. Lukens Dredging & Contracting Corporation*, 4 F. Supp. 144 (D.C. Md. 1933) holding that an administratrix *ad prosequendum* appointed in New Jersey was not disqualified under the Maryland statute from giving testimony, since the amount recovered would not become assets of the estate, Judge Chesnut said: "It seems clear * * * that the testimony now excluded by the Act is only that testimony of a party to a cause which would tend to *increase or diminish the estate of a decedent by establishing or defeating a cause of action by or against the estate.*" (Emphasis supplied). 4 F. Supp. at 147. This test was approved by us in *Estate of Soothcage v. King*, 227 Md. 142, 150, 176 A. 2d 221 (1961) and *State, Use of Miles v. Brainin*, 224 Md. 156, 164, 166, 167 A. 2d 117 (1961). See also *Shaneybrook v. Blizzard*, 209 Md. 304, 309-310, 121 A. 2d 218 (1956) and note, *The Effect of the Dead Man's Statute on the Testimony of a Party-Witness*, 21 Md. L. Rev. 60 (1961). The excluded

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2. The pertinent parts of the statute provide that "[i]n actions or proceedings by or against executors, administrators, heirs, devisees, legatees or distributees of a decedent as such, in which judgments or decrees may be rendered for or against them * * * no party to the cause shall be allowed to testify as to any transaction had with, or statement made by the testator * * *"

testimony would not have tended to increase or diminish the testator's estate; the only issue here is whether the legatees take the 104 shares of the corporation's Class A stock, or whether that stock goes to the corporation under the residuary clause. In either case, the total amount of the testator's estate stays the same.

We assume, without deciding, that the Dead Man's Statute did not exclude the testimony taken subject to exception. The excluded testimony, insofar as it purported to indicate the testator's intent with respect to his will, as a general principle, would not have been admissible at common law. The rule is that "the declarations of the testator, whether made before, contemporaneously with, or subsequent to the making of the will, cannot be received to affect its construction." *Courtenay v. Courtenay*, 138 Md. 204, 210, 113 Atl. 717 (1921). Where, as in this case, there is a latent ambiguity in the will, declarations of intention are admissible, with extrinsic evidence, in the interpretation of the latent ambiguity, but declarations are admissible only for the purpose of establishing what the testator understood was signified by the words employed in the will. *Darden v. Bright, supra.*

Had the excluded testimony been admitted for this purpose, it would not have changed what we have held to be the proper construction of Item 2 of the will. Herlihy's testimony, set forth in Judge Carter's opinion, related to conversations between Herlihy and the testator subsequent to the execution of the will. (The purport of Herlihy's testimony as to a conversation between him and the testator prior to the execution of the will is not given in the opinion and is therefore not before us.) In these conversations subsequent to the execution of the will, Herlihy referred to the "non-voting stock" bequeathed under Item 2 of the will and the Class A stock "apparently" intended to pass to the corporation under the residuary clause. The emphasis of his remarks was that, under the will, complete control would pass to Matlusky. Herlihy indicates the testator told him he wished the Class B stock to go to the persons listed in Item 2 and the Class A stock to go to the corporation, even though that meant Matlusky would have control of the corporation. Herlihy does not know whether, at the time of these

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conversations, the testator was aware that he had no Class B stock. The testator had had a heart attack and a paralytic stroke, and although he had partially recovered, had relinquished the presidency of the corporation. What Herlihy remembers the testator saying to him, in effect, was a reaffirmance of Item 2 of the will, and a willingness that, under the will, Matlusky would have control of the corporation. The testator's reported acquiescence in Herlihy's remark that the Class A stock would "apparently" pass to the corporation under the residuary clause was consistent with the possibility that, before his death, the testator would acquire shares of the corporation's stock in addition to the 104 which he had specifically bequeathed under Item 2, in which case the additional stock would pass under the residuary clause. That clause did not, in terms, refer to any stock.

The testator's reported willingness, or even desire, that control of the corporation, on his death, would pass to Matlusky is consistent with the terms of the will, as we have construed it. At the time the will was executed, the corporation had 174 shares of voting stock outstanding of which the testator owned 104 shares and Matlusky owned 53. Under Item 2, the testator bequeathed Matlusky an additional 9 shares, which would give him a total of 62 shares on the testator's death, or more than one-third of the stock outstanding. The remainder of the testator's stock was bequeathed in varying amounts to a number of individuals and a church. As an experienced business man, the testator may well have believed that, under the circumstances, even though Matlusky would not own a majority of the shares, he would have effective control of the corporation. Item 2 of the will contains a request that each of the legatees named therein, before selling or disposing of the stock bequeathed to him or her, should offer the stock to the corporation and that the corporation should buy it. This provision, if observed, will have the effect of increasing Matlusky's proportionate ownership, and the testator may have had this in mind when he executed the will and in his subsequent conversation with Herlihy.

There is nothing in the excluded testimony as to these conversations to contravene the intent of the testator that the lega-

tees designated in Item 2 should receive the 104 shares of stock of the corporation which he owned, in the respective amounts set forth, or to negate the strong inference that the testator, when he executed the will, knew he had no other shares to bequeath. Where a meaning is doubtful or alternative constructions are possible, the will should be construed to effect the testator's general intent. *McElroy v. Mer.-Safe Dep. Co., supra,* and authorities therein cited. The declarations of the testator, even had the testimony as to them been admitted, do not change what we have found to be his understanding of what was signified by the words used in Item 2 of his will.

The other testimony excluded by the court below does not affect this conclusion. The draft of the letter from the testator to Herlihy about a year before the will was executed, setting forth the testator's intention to bequeath stock in the corporation to the persons mentioned in Item 2, only emphasizes the intent which the will expresses. Matlusky's testimony that, after this letter, the testator informed him that he, the testator, was entirely satisfied with Matlusky's management of the business and wanted Matlusky to continue managing it after the testator died, for the reasons we have given, is consistent with our construction of what the will provides.

Order affirmed, costs to be paid out of the estate.

KAUFMAN *v.* TAXICAB BUREAU, BALTIMORE CITY POLICE DEPARTMENT

[No. 44, September Term, 1964.]

ADMINISTRATIVE PROCEDURE ACT—*Governs Appeal From Action Of Taxicab Bureau Of Police Department Of Baltimore City.* On an appeal from a judgment affirming the action of the Taxicab Bureau of the Police Department of Baltimore City, the Court *held* that the Administrative Procedure Act, Code (1957), Article 41, Section 256 was the law governing the appeal. In a prior case the Court *held* that the Police Department of Baltimore City

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is a State agency. The Administrative Procedure Act, by its terms, is applicable to all State agencies not expressly excluded and any provisions under the Charter & P.L.L. of Baltimore City (1949) inconsistent with the Act, under its provisions, are repealed.
pp. 479-480

ADMINISTRATIVE LAW—*Taxicab Bureau Of Police Department Of Baltimore City—No Abuse Of Discretion Or Denial Of Constitutional Rights In Refusal To Grant License—Review Of Administrative Agency Action Proper.* Appellant contended that he was refused a taxicab operator's license because of his belief in Socialism. The Court did not pursue this allegation because nowhere on the record was there any mention of appellant's being a Socialist nor was this assigned as a reason for denying the license. The Court, however, did consider the reasons actually given by the Supervisor of the Taxicab Bureau of the Police Department of Baltimore City and found them sufficient to warrant the action challenged. Refusal of a license was based on applicant's history, the psychiatrist's impression (essentially negative), the marked animosity of the applicant toward law and order, his lack of cooperation with the police in abating the disorders created by him, and his conviction of crime. The Court found no abuse of discretion by the Supervisor of the Bureau, or any denial of appellant's constitutional rights. In support of its conclusion the Court cited the fact that taxicab companies in Maryland are common carriers. Within constitutional limitations, local authorities may be authorized to regulate taxicabs. This includes the right to license their operators in order to protect the public health, welfare, morals, and safety. Statutes may require applicants for licenses to have certain personal qualifications and they may vest a reasonable discretion in an officer to grant or refuse a license. Applying all of the criteria relative to review by the courts of action of administrative agencies, the Court found no error in the trial court's action. pp. 478-479, 480-484

S. K. S.

Decided November 11, 1964.

Appeal from the Baltimore City Court (SODARO, J.

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Syllabus. [259 Md.

deprive the property owner of *all* reasonable use of his property.

Order of February 12, 1970, reversed, and case remanded to the Circuit Court for Prince George's County with directions to remand the case to the District Council with directions to grant, in full, the applications of appellants for reclassification of their properties to the I-2 zone, the costs to be paid by the appellee, District Council.

STACY *v.* BURKE, Executor under the will of Erle Edwards Stacy

[No. 55, September Term, 1970.]

Decided October 22, 1970.

—APPEAL—*Jurisdiction—Lower Court Lacks Jurisdiction To Revoke A Final Order When An Appeal From The Order Has Already Been Entered And Not Thereafter Withdrawn.* pp. 401-403

EVIDENCE—*Dead Man Statute Does Not Render Inadmissible A Document Which Otherwise Would Have Been Admissible As An Admission Against Interest When A Witness Authenticates The Document Or When An Adverse Party Authenticates The Document During Cross Examination—Code (1965 Repl. Vol.), Art. 35, Sec. 2.* pp. 403-407

R. L. H.

Motion for rehearing filed November 12, 1970; denied and opinion modified November 16, 1970.

Appeal from the Circuit Court for Montgomery County (SHOOK, J.).

Suit by Thomas F. Burke, Executor under the will of Erle Edwards Stacy, to establish a constructive trust as to certain assets, the title to which had been acquired by

Erle M. Stacy. From an order in favor of plaintiff which superseded an order in favor of defendant withdrawn *sua sponte* by the trial judge, defendant appeals.

Order and decree of February 17, 1970, reversed and the case remanded to the lower court for further proceedings in accordance with this opinion, the costs to be paid by the appellee from the estate of the decedent, Erle Edwards Stacy.

The cause was argued before HAMMOND, C. J., and BARNES, MCWILLIAMS, FINAN, SINGLEY, SMITH and DIGGES, JJ.

Robert A. Wallace, with whom was *George L. Quinn, Jr.*, on the brief, for appellant.

James T. Barbour for appellee.

BARNES, J., delivered the opinion of the Court.

The two principal questions in this appeal are whether the Circuit Court for Montgomery County (Shook, J.) in a suit by a decedent's executor to declare a constructive trust on certain property of the decedent in the hands of the appellant erred (1) in declining to admit two documents signed by the decedent in regard to alleged gifts of the property and (2) in withdrawing its original order ruling for the defendant and entering a second order ruling for the plaintiff, executor, after the plaintiff (appellee) had already filed an appeal to this Court from the initial order.

The basic facts are substantially undisputed. Erle Edwards Stacy, the decedent (Uncle Erle) died on January 23, 1969, at the age of 88 in a nursing home in Wheaton, Maryland. He was a widower at the time of his death. He had no children. His only surviving heirs were a brother and the children of a deceased brother Arthur Stacy. The appellant, Erle M. Stacy (Nephew Erle), who was the defendant below, was one of the children of the

deceased brother Arthur and was named for his Uncle Erle.

Uncle Erle was an educated person who had graduated from William and Mary College in 1901. He became a professor of mathematics at William and Mary College and at the University of Texas.

There was a close business relationship between Uncle Erle and his brother Arthur. Uncle Erle had founded a plumbing, heating and roofing contracting business in Washington, D. C. in 1907. He operated it himself until 1921 when his brother Arthur joined him as a partner. Together they operated the business until 1932 when Arthur bought out his brother's interest in the business. Uncle Erle, however, never lost interest in the business; and whenever Nephew Erle, who was employed in the business, visited his Uncle Erle, he always inquired about collections and other relevant business matters. After Nephew Erle acquired and operated the business, Uncle Erle's interest in it continued. The relationship between Uncle Erle and his Nephew Erle was a close one and Uncle Erle was interested in his nephew's progress and welfare.

Uncle Erle's wife, Bertha, died on January 4, 1967, leaving him alone in their home in Arlington, Virginia. Nephew Erle obtained a housekeeper for his uncle; but after four months, Uncle Erle desired to move to Maryland and thereafter did move to Montgomery County to a nursing home where he could be close to Nephew Erle and his family as well as to his brother William. The Arlington house was closed and remained vacant for approximately one year.

Thomas F. Burke was a co-executor and a co-trustee with his Uncle Erle under Bertha's will. Shortly after Bertha's death on January 4, 1967, Thomas F. Burke, who had represented Uncle Erle from time to time, met Uncle Erle and Nephew Erle at the Riggs National Bank in Washington, D. C., where Uncle Erle and his wife had their bank accounts, and assisted in obtaining a power of attorney for Nephew Erle so that he could draw funds from Uncle Erle's account to pay bills. On February 22,

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1967, Uncle Erle executed a general power of attorney with broad powers. This general power of attorney was duly witnessed by a notary public who took Uncle Erle's acknowledgement of the power of attorney.

On April 5, 1967, when Uncle Erle moved to Montgomery County, he signed a letter offered in evidence by Nephew Erle, but not admitted into evidence by the trial court. The letter read as follows:

"April 5, 1967

"Dear Erle:

"Along the lines of our previous discussion, please place the proceeds from the sale of my home in Arlington in one or more joint savings accounts, using my name and yours.

"I intend that you have full ownership of these funds should I predecease you and that they shall not in any way be considered as a part of my estate.

"I truly appreciate all of the time and effort you are devoting to help get my affairs in order.

"Affectionately yours,
/s/ Uncle Erle
/s/ Erle E. Stacy"

After the Arlington house was sold but prior to the settlement and distribution of the proceeds of sale, Uncle Erle, on December 6, 1967, signed a document which read as follows:

"December 6, 1967

"TO WHOM IT MAY CONCERN:

"I have asked my nephew, Erle M. Stacy, to write these instructions for my signature so that he may act legally in conducting my business and financial affairs; while acting under the General Powers of Attorney I previously gave to him:

"1. In keeping with our prior understanding I have agreed that he should pay to himself forty

dollars ($40.00) per month for his services to me.

"2. I want the money from the sale of my Arlington house in his name alone. It is my wish that he have these funds.

"3. I have instructed him to purchase shares in the B. F. Saul Co. Investment Trust. The shares to be purchased from the proceeds from principal payments of first trust notes that I own. These shares are to be made out in our joint names, with the right of survivorship.

"4. These instructions have been discussed with my nephew and have been carefully read by me. Accordingly I sign my name.

/s/ Erle Edwards Stacy"

This document was offered in evidence by Nephew Erle but was not admitted by the lower court into evidence.

It was stipulated that the signatures of Uncle Erle on the letter of April 5, 1967, and the document of December 6, 1967, were genuine—and written by Uncle Erle. The evidence indicates that Uncle Erle was mentally alert during all times relevant in the present case and there is no contention that he was mentally incompetent at such times.

Beginning December 7, 1967, Nephew Erle drew checks through September 10, 1968, on Uncle Erle's account in a total amount of $23,944.93 payable to B. F. Saul Company for the purchase of B. F. Saul Real Estate Investment Trust shares of stock registered in the joint names of Uncle Erle and Nephew Erle as joint tenants with the right of survivorship.

On March 15 and 20, 1968, Nephew Erle drew checks on Uncle Erle's account in a total amount of $25,480.00 which was deposited in the name of Nephew Erle alone or in the joint names of Nephew Erle and his wife Virginia. These funds were the proceeds from the sale of the Virginia house of Uncle Erle.

Two checks for $1,926.00 and for $2,000.00 were drawn

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by Nephew Erle to A. A. Stacy & Son, Inc. on June 14, 1967, and August 22, 1968, respectively, as loans to that corporation. The $1,926.00 loan has been repaid by the corporation; the $2,000.00 loan was unpaid at the time of the hearing and was due and owing to the executor of Uncle Erle's estate. If the corporation has not paid the $2,000.00 to the executor when the mandate in this case is returned to the lower court upon the remand, the executor may proceed to collect this debt due the estate, and the mandate is without prejudice to such collection.

At the hearing before the lower court on October 16, 1969, in addition to Nephew Erle, his wife Virginia and Mr. Burke, the appellee, Nephew Erle's brother William and his mother Essie Mae Stacy, testified.

William confirmed the close and affectionate relationship between his Uncle Erle and his uncle's namesake, Nephew Erle. He testified in regard to the kind of a person his Uncle Erle was, as follows:

"He was a person of very strong English type tradition on family ties who considered himself to be the patriarch of the family upon the demise of his father, my grandfather, and the leader of the family and one who was very concerned with all the workings of the family, the social, religious and business and financial workings."

Nephew Erle's mother Essie Mae, testified, without objection, that she saw Uncle Erle several times a week when he was in a nursing home. In the latter part of January 1968 she had a conversation with him as follows:

"I don't know the date that was, just the last of January and we went out into the living room and talked for quite a while. And, as usual, he was asking about Erle M., my son, and then he got around to the subject of his house in Arlington. He mentioned he would be so glad when it was sold; that he didn't want the house stand-

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ing vacant. He said to me, I expect to give Erle the proceeds from the sale of the house in appreciation for what he's done for me. He also said that he, having been in the business himself for so long, realized that Erle had all he could do to managing his own business without the extra responsibility of taking care of his, Erle E's financial and personal affairs. In appreciation he was going to give Erle the proceeds from the sale of the house in Arlington."

Essie Mae saw Uncle Erle several times after January 1968 and had a conversation with him on June 6, 1968. She testified that he told her the same things he had told her before. The conversation continued as follows:

"He said also I have instructed him to take the money that has accumulated from the paid-up first trust notes that I have with B. F. Saul, the principal, my shares in the real estate mortgage investment fund of Saul Company, and I have also instructed him to use my name, Erle E. Stacy, and Erle M. Stacy's name as joint tenants with rights of survivorship and buy the certificates with it."

* * *

"As I said, the first conversation was in January, when we were sitting out in the living room or lobby and, as usual, he asked about Erle M., my son, and the business."

* * *

"Q. What did he say? A. He said, I know from experience Erle has all he can do to manage the plumbing and heating business and take care of himself. He said I feel very keenly how busy he is and I appreciate more than I can say his having enough interest in me to take care of my personal affairs and my financial affairs. He said I do appreciate it and he said I'm going to give Erle the proceeds from the sale of the house.

"Q. Are you sure that is what he said, 'I'm *going to give* Erle the proceeds of the house?' A. Yes, at that time. (Emphasis added)

"Q. Did you ever talk to him again about the proceeds from the house? A. Yes, sir.

"Q. When? A. The 6th of June 1968.

"Q. What did he say at that time? A. He said at that time, I *have given* Erle the proceeds from the sale of the house. (Emphasis added)

"Q. What else did he say? A. He said also I have authorized Erle to take the money from the notes which have been paid, the principal which has been paid and accumulated and buy shares in the B. F. Saul Real Estate Mortgage Investment Trust Company and also to sign my name, Erle E. Stacy, and Erle M. Stacy as joint tenants with right of survivorship.

"Q. What does that mean; do you know? A. *Yes, I know. Whichever one survives the other the money goes to them.* (Emphasis added)

"Q. The money? A. The shares.

"Q. How do you know that? A. Because I have had experienced it myself. I make investments with Saul Company.

"Q. Do you own shares? A. I own a few shares and so did my husband. The Stacy family has been doing business with Saul Company for the last forty years."

No copy of Uncle Erle's will was offered into evidence and no evidence was offered in regard to the amount of his estate. In the verified answer of Nephew Erle, it was recited that the Mt. Vernon Place Methodist Church had been made residuary legatee and Mr. Burke had been made executor, contrary to a prior will made some months before. It was stated at the argument, without contra-

diction, that Uncle Erle's estate was valued at approximately $70,000.00 which did not include the gifts of $25,480.00 and $23,944.93 to Nephew Erle.

Legal memoranda were submitted by both parties and the lower court took the case under advisement. On December 23, 1969, the Chancellor filed an opinion and order dismissing the bill of complaint. Copies were mailed to counsel for the respective parties. In the opinion the Chancellor stated, *inter alia*:

> "The testimony of Mrs. Essie Mae Stacy, mother of the defendant and sister-in-law of the decedent, was clear and convincing as to the voluntariness of the decedent's intention and the ultimate consummation of the gift some months later. Plaintiff has in no way controverted this evidence. It is noted, too, that these discussions between Mrs. Stacy and the decedent occurred in January and June 1968 and the period between the declaration of the decedent's intention to give the defendant the proceeds from the sale of the house and the date when he affirmed the action, certainly was sufficient for decedent to reflect adequately as to the wisdom of his deed."

After reviewing the applicable law, the Chancellor stated:

> "Accordingly, this court is of the opinion that there could have been a confidential relationship between the decedent and defendant but that such relationship did not extend to the subject matter of the gift and further, that the defendant in no way breached any fiduciary responsibility by inducing or influencing his uncle to make the defendant a gift of the proceeds of the sale of decedent's home."

In regard to the gift of money to purchase the shares of B. F. Saul Investment Trust, and placing them in the joint names of Uncle Erle and Nephew Erle with the right of survivorship, the Chancellor stated:

> "The donative intent has previously been expressed in the testimony of Mrs. Stacy and need not be belabored further."

The Chancellor concluded that this was a "valid *inter vivos* gift" to Nephew Erle.

From the order of December 22, 1969 (filed December 23, 1969), dismissing the bill of complaint, the plaintiff below and appellee here, filed an appeal to this Court on January 6, 1970, and filed a supersedeas bond, duly approved, at the same time. Later in the day of January 6, after the appeal to this Court had been filed, the Chancellor, apparently *sua sponte*, ordered the reporter to furnish the testimony in the case and passed an order withdrawing the opinion and order filed on December 23, 1969.

Thereafter, on February 16, 1970, the Chancellor filed another opinion and decree in which the following was stated:

> "It, therefore, follows that the burden of presenting clear and convincing proof that the funds of the decedent taken by the defendant were intended to be an *inter vivos* gift must be borne by Erle M. Stacy. Such burden of proof must be sufficient to overcome the presumption of the invalidity of the gift as between a fiduciary and principal. This, the defendant has not done. The only evidence to corroborate defendant's claim is that of Essie Mae Stacy, mother of the defendant. This evidence is unclear as to time of the making of the gift, uncertain as to the corpus of the gift and insufficient to prove the elements of a gift.
>
> "This Court can only conclude that because of the lack of evidence to support the validity of the alleged gifts, they are, therefore, facially

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void and such funds as enumerated herein rightfully belong to the estate of the decedent."

The Chancellor thereupon passed a decree that "the equitable relief prayed for by the plaintiff be and it is hereby granted."

From this decree, Nephew Erle, the defendant below and appellant here, took an appeal to this Court on March 10, 1970.

(1)

We will first consider the unusual posture in which the case reaches us. It will be observed that the appeal from the lower court's order of December 22, 1969, (filed December 23, 1969) has not been withdrawn or abandoned by the plaintiff and present appellee, Burke, Executor. He explains his reasons for this in his brief as follows:

"Because of uncertainty of the jurisdiction of the trial Court to withdraw, sua sponte, on January 6, 1970, its Opinion and Order of December 23, 1969, Appellee did not withdraw his Notice of Appeal filed on January 6, 1970. The second Opinion and Order was filed more than thirty days after the Opinion and Order of December 23, 1969. Conceivably, it might be held that the withdrawal of the Opinion and Order of December 23, 1969 was beyond the power of the trial Court to do so and a withdrawal of the Appellee's Notice of Appeal might have resulted in the Opinion and Order of December 23, 1969 becoming the law of the case and dispositive of the rights of the Appellee. To be certain, therefore, that the rights of the Appellee were protected, the Notice of Appeal from the Opinion and Order of December 23, 1969, filed on January 6, 1970, was allowed to remain on the docket. Appellee is in full agreement with the conclusions of the Opinion and Order of February 17, 1970, and it is the contention of the Appellee that the Order filed on the last mentioned date correctly disposes of the issues in this case, although it may be necessary to supplement the same in order to carry it into effect." [1]

We are not unmindful of the dilemma in which the appellee found himself, but the law is well settled that ordinarily, the trial court's jurisdiction is ended upon the filing of an appeal to this Court.

In a case involving the filing of a second motion for a new trial after an appeal had been entered from the judgment in a tort case, Judge Horney, for the Court, in *Vancherie v. Siperly*, 243 Md. 366, 375, 221 A. 2d 356, 361 (1966) aptly stated:

"* * * an appeal having been entered, the lower court lacked jurisdiction to take any further action in the case with respect to the subject matter of the appeal until the receipt of the mandate from this Court after the appeal had been heard and decided. This is so because the perfection of the appeal brought the subject matter of the appeal within the exclusive jurisdiction of this Court and suspended the authority of the lower court over it during the pendency of the

1. The second prayer for relief seeks both a temporary and permanent injunction against two of the defendants, Perpetual Building Association and Citizens Building and Loan Association. Maryland Rule BB78 provides that an "order granting an injunction shall set forth the reasons for its issuance; shall be specific in terms; and shall describe in reasonable detail, and not by reference to the complaint or other document, the act sought to be required or commanded or restrained or forbidden." The decree of February 16, 1970, merely decrees that "the equitable relief prayed for by the plaintiff be and it is hereby granted," and obviously does not comply with the mandatory provisions of Rule BB78 so far as injunctive relief is concerned. Then, too, the other prayers for relief seek an accounting from the defendant for all money and property he acquired from the decedent; an order directing the defendant to pay to the executor funds deposited in the two building and loan associations which had belonged to the decedent; an order directing the transfer of the B. F. Saul Real Estate Investment Trust shares to the executor and for other relief, which would no doubt include an order that the defendant pay the costs. The decree of February 16, 1970, as indicated, does not decree specific relief in regard to any of these matters.

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appeal. See *State v. Jacobs*, 242 Md. 538, 219 A. 2d 836 (1966); *Gilliam v. Moog Industries*, 239 Md. 107, 210 A. 2d 390 (1965); *Bullock v. Director*, 231 Md. 629, 190 A. 2d 789 (1963). The defendant could, of course, have dismissed the appeal and moved for a revision of the judgment pursuant to Rule 625."

See also *Tiller v. Elfenbein*, 205 Md. 14, 19, 21, 106 A. 2d 42, 44, 45 (1954) in which Judge (later Chief Judge) Henderson carefully reviewed the prior Maryland cases. This was an appeal in a tort case involving a motion for a reargument filed within 30 days after the entry of judgment but after an appeal to this Court had already been entered. The appeal, however, was *dismissed before the hearing* on the motion. The Court stated:

"Ordinarily, the trial court's jurisdiction is ended upon the filing of an appeal."

* * *

"We hold that, unless the appeal is dismissed when the motion comes on for hearing, the appellant must elect between his motion and his appeal. If the appeal is dismissed before the hearing, as in the instant case, the motion stands for hearing as though no appeal has been entered."

As we have stated the appellee has not dismissed his appeal from the order of December 22, 1969 (filed December 23, 1969), for reasons already set forth, and the appellant has not moved to dismiss the appeal from the order and decree of February 17, 1970, possibly believing that the ultimate issues in the case could be resolved by us under *his appeal* from that order and decree. In our opinion, however, the Chancellor had no power to revoke the order of December 23, 1969, because an appeal from the order had already been entered and was not withdrawn within 30 days of the date of the order to enable him to invoke the provisions of Rule 625. Even

though this question was neither briefed nor argued, it may be raised by this Court, *sua sponte*, as an exception to the general rule established by Maryland Rule 885 because it is a jurisdictional matter. *Webb v. Oxley*, 226 Md. 339, 173 A. 2d 358 (1961). See *Tate v. State*, 236 Md. 312, 316, 203 A. 2d 882, 884 (1964).

Although we are of the opinion that the Chancellor was generally correct in the first opinion filed on December 23, 1969, we consider the denial of admission into evidence of the letter of April 5, 1967, and the document of December 6, 1967, to have been improper for reasons hereinafter set forth. In view of the peculiar posture of the case, we conclude that we should reverse the decree of February 17, 1970, and remand the case for further proceedings in accordance with this opinion, rather than merely dismiss the appeal from that decree.

(2)

We now come to a discussion of what, in our opinion, was the erroneous action of the Chancellor in refusing to admit into evidence the letter of April 5, 1967, and the document of December 6, 1967, both of which have been fully set forth above.

The Chancellor sustained the objection of the plaintiff executor on the ground that both papers were "transactions with a decedent" and hence were not admissible in evidence by virtue of the provisions of Code (1957), Art. 35, § 3, the "Dead Man Statute." We do not agree with this conclusion.

Art. 35, § 3 of the Maryland Code provides in relevant part:

"In actions or proceedings by or against executors, administrators, heirs, devisees, legatees or distributees of a decedent as such, in which judgments or decrees may be rendered for or against them, and in proceedings by or against persons incompetent to testify by reason of mental disability, no party to the cause shall be allowed to testify as to any transaction had with,

> or statement made by the testator, intestate ancestor or party so incompetent to testify, either personally or through an agent since dead, lunatic or insane, unless called to testify by the opposite party, or unless the testimony of such testator, intestate, ancestor or party incompetent to testify shall have already (been) given in evidence, concerning the same transaction or statement, in the same cause, on his or her own behalf or on behalf of his or her representative in interest; * * *"

This Court has held that this statute, as an exception to the policy enumerated by Code (1957), Art. 35, § 1 that witnesses should not be excluded from giving evidence by reason of interest, should be rather narrowly construed. As Judge (later Chief Judge) Henderson stated for the Court in *Shaneybrook v. Blizzard*, 209 Md. 304, 309, 310, 121 A. 2d 218, 220-221 (1956):

> "This section must be read in the light of sec. 1, which provides generally that witnesses shall not be excluded from giving evidence by reason of interest, 'except as hereinafter excepted'. The statute was first enacted by Ch. 109, Acts of 1864. In its original form the exception applied 'when an original party to a contract or cause of action is dead, * * *'. By Ch. 495, Acts of 1902, the exception was expressed in its present form, with amendments not here material by Ch. 661, Acts of 1904. The Act of 1864 was obviously designed to remove the common law disqualification of witnesses, especially parties litigant, for interest. Almost all of the numerous Maryland cases dealing with the subject have dealt with matters of contract, express or implied, between the survivor and a decedent. Generally speaking, the exception has been rather narrowly construed. Cf. *Smith v. Humphreys*, 104 Md. 285, 289; *Horner v. Frazier*, 65 Md. 1, 10; *Russell v. Carman*, 114 Md. 25, 35; and *Sheeler v. Sheeler*, 207 Md. 264, 269."

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The statute does not make the party in an action to which the statute applied incompetent as a witness for all purposes but only in regard to "any transaction had with or statement made by" the decedent. Even in regard to this limited area, the party may give testimony if called by the opposite party as the statute provides. We have held that an adverse party who is *cross-examined* in regard to a transaction with the decedent has been "called to testify for the opposite party" and, therefore, the answers of such a party are admissible under the express provisions of the statute. *Leahy v. McManus*, 237 Md. 450, 206 A. 2d 688 (1965) and *Cooper v. Davis*, 226 Md. 371, 174 A. 2d 144 (1961).

There is little question that Nephew Erle was a party in an action in which the executor of Uncle Erle was a party and could not testify in regard to the conversations or transactions with Uncle Erle in connection with the gifts to Nephew Erle. The letter of April 5, 1967, and the document of December 6, 1967, would have been admissible against Uncle Erle as admissions against interest if he had been living and had sought to set aside the gifts. The parties in their written Stipulation of Facts, stipulated that the signatures appearing in the letter and the document were "genuine and were written by the said deceased, Erle Edwards Stacy." Thus the papers were, prima facie, valid and effective as admissions against interest. See *Mannix v. Baumgardner*, 184 Md. 600, 42 A. 2d 124 (1945); *McBriety v. Phillips*, 180 Md. 569, 574, 575, 26 A. 2d 400, 404 (1942) and 31A C.J.S. *Evidence* § 283.

Nephew Erle by identifying them was not testifying in regard to any transaction had with or statement made by Uncle Erle. See *Herbert v. Lankershim*, 9 Cal. 2d 409, 71 P. 2d 220, 222 (1937) cited with approval by us in *Ridgley v. Beatty*, 222 Md. 76, 82, 83, 159 A. 2d 651, 655 (1960). Inasmuch as the two papers would have been

admissible, prima facie, against the decedent if he had been alive and involved in litigation in which they were relevant, the identification of them by Nephew Erle does not controvert or frustrate the policy of the statute. See *Kerwin v. Bank of Douglas*, 93 Ariz. 269, 379 P. 2d 978 (1963); *Wunschel v. McKinney*, 251 Iowa 881, 103 N.W.2d 81 (1960); *Stephenson v. Stephenson*, 351 Mo. 8, 171 S.W.2d 565 (1943), cases from States which have statutes with provisions essentially similar to Article 35, § 3.

This does not mean of course that evidence might not possibly be offered to challenge or impair the prima facie effect of the papers as admissions, although this would appear difficult in this case in view of the uncontradicted testimony of Virginia Stacy, wife of Nephew Erle, in regard to the preparation and execution of the two papers. In regard to the letter of April 5, 1967, she testified that her husband visited Uncle Erle, came back to the company office, typed the letter, left the office with the completed letter without any signature on it and later returned with the letter with Uncle Erle's signature on it. She recognized the signature as being that of Uncle Erle. The letter was then offered again, but the executor's objection was again sustained by the Chancellor. Mrs. Stacy testified to substantially the same effect in regard to the document of December 6, 1967, again identifying Uncle Erle's signature, but again the Chancellor sustained the objection of the executor. Mrs. Stacy was not a party to the suit and hence Art. 35, § 3 did not apply to her testimony. In our opinion, the testimony of Mrs. Stacy, plus her identification of Uncle Erle's signature as genuine (this testimony being supported by the Stipulation of Facts), made these documents admissible, apart from Nephew Erle's testimony.

We might add also that the fact that counsel for the executor cross-examined Nephew Erle in regard to those documents would, under our previous decisions already mentioned, render them admissible even if otherwise inadmissible. In regard to the letter of April 5, 1967, after

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it was marked for identification as Defendant's Exhibit No. 1, counsel for the executor asked Nephew Erle the following questions and received the following answers:

> "Q. Mr. Stacy, referring to Defendant's Exhibit No. 1, where did you get that? A. I am confused. Are we talking about this one?
> "Q. This one right here. (indicating) A. Where did I get it?
> "Q. Yes. A. I prepared it from instructions from my Uncle Erle is where I got it."

In regard to the document of December 6, 1967, after it had been marked as Defendant's Exhibit No. 2 for identification, counsel for the executor asked Nephew Erle the following questions and received the following answers:

> "Q. Where did you get this paper, Mr. Stacy? A. I prepared it on instructions from my Uncle Erle.
> "Q. Did he give it to you? A. He signed it after I prepared it, after he told me what to write."

For all of these reasons, we conclude that the two papers mentioned were admissible into evidence and it was prejudicial error to refuse to admit them. The executor, upon the remand, will have the opportunity to present any evidence he may have to try to lessen the probative value of the documents.

In our opinion, there was a confidential relationship between Uncle Erle and Nephew Erle so that the burden was upon Nephew Erle to show that there was no abuse by him of this confidential relationship and that the gifts were authorized by Uncle Erle and were his free and voluntary act and were "reasonable, fair and just." *Hagan v. Dundore*, 187 Md. 430, 50 A. 2d 570 (1947); *Myers v. Myers*, 185 Md. 210, 44 A. 2d 455 (1945); *Williams v. Robinson*, 183 Md. 117, 36 A. 2d 547 (1944); and *Zimmerman v. Freshour*, 108 Md. 115, 69 A. 796 (1908). The

testimony of Essie Mae Stacy, with the other testimony in the case, indicates to us that, prima facie, Nephew Erle met the burden of proof placed upon him because of the confidential relationship. We agree with the Chancellor's findings in the first opinion of December 22, 1969, that Essie Mae's uncontradicted testimony was "clear and convincing as to the voluntariness of the decedent's intention and the ultimate consummation of the gift some months later," rather than the later observation of the Chancellor in the later opinion of February 17, 1970. If the letter of April 5, 1967, and the document of December 6, 1967, are not substantially impaired upon the remand, they strongly corroborate Essie Mae's testimony so that it appears to us that the bill of complaint of the plaintiff executor should ultimately be dismissed.

We also note that there is no challenge to Uncle Erle's mental capacity; that Nephew Erle was an object of Uncle Erle's bounty; that Uncle Erle was not isolated from his relations, friends or his counsel; and that the gifts in question did not strip Uncle Erle of his property, but on the contrary, apparently amounted to less than half of his remaining estate.

Order and decree of February 17, 1970, reversed and the case remanded to the lower court for further proceedings in accordance with this opinion, the costs to be paid by the appellee from the estate of the decedent, Erle Edwards Stacy.

BOOK 196 PAGE 280

PEOPLE'S COUNSEL, PUBLIC SERVICE COMMISSION ET AL. v. PUBLIC SERVICE COMMISSION OF MARYLAND ET AL.

[No. 41, September Term, 1970.]

Decided October 23, 1970.

PUBLIC SERVICE COMMISSION — *Public Service Commission's Findings That Construction Of Nuclear Power Generating Station Had Begun Prior To Effective Date Of Statute Prohibiting Such Construction Without Prior Obtention Of Certificate Of Public Necessity And Convenience Were Erroneous And Not Supported By Substantial Evidence.* In determining whether construction had begun, evidence of undeviating intent to begin and complete plant on chosen site was not of itself sufficient to show beginning of such construction and there must be a manifest commencement of some work or labor on the ground recognizable as the commencement of a building. Contractual directions to suppliers to build generators elsewhere, making of plans and entering into contracts, cutting down trees and grubbing of land, levelling and grading of small portion of land were not acts constituting commencement of construction and where no one step or activity was enough to show construction, cumulative effect had no greater probative value. pp. 415-424

PUBLIC SERVICE COMMISSION (Per Curiam on motion for clarification)—*In Deciding That Public Service Commission Was In Error In Finding That Construction Of Nuclear Power Generating Station Had Begun Prior To Effective Date Of Statute Prohibiting Such Construction Without Prior Obtention Of Certificate Of Public Necessity And Convenience From Public Service Commission, Court Of Appeals Did Not Decide Expressly Or By Implication Either That Further Construction Must Or Should Halt Or That It Could Or Should Continue, Pending Application For Permit And Action Thereon By Public Service Commission—Risk Of Proceeding With Construction Pending Such Action Was For Applicant To Decide.* p. 436

R. H.

Motion for clarification filed by Baltimore Gas and Electric Company on October 26, 1970; per curiam filed October 30, 1970. (Per Curiam at p. 435 *infra*.)

Three appeals in one record from the Circuit Court for Anne Arundel County (MELVIN, J.).

BOOK 196 PAGE 281

BOOK

PARCEL #11
6.76 Ac.±

PARCEL #12
3.57 Ac.±

PARCEL #10
4.41 Ac.±

PARCEL #9
4.38 Ac.±

PARCEL #8
4.16 Ac.±

PARCEL #7
3.81 Ac.±

PARCEL #5-A
54.84 Ac.±
(INCLUDING AREA IN R/W)

RIGHT OF WAY

USC&GS MON. NIRA

N42°28'00"E 80.0

S52°15'00"E 93.0

S42°55'00"W 127.0

S42°28'00"E 80.0

S29°15'00"E 79.0

S42°30'00"W 107.0

N63°25'00"E 350.0

N63°25'00"E 202.0

S01°00'00"W 55.0

S65°45'00"E 186.0

N8°13'40"E 85.21

N12°38'00"E 122.10

N24°08'30"W 395.33

S78°11'30"W 79.17

S26°35'00"E 131.0

S26°35'00"E 139.56

S09°15'00"W 294.34

S43°10'00"W 283.15

S43°10'00"W 750.0

N63°25'00"E 240.00

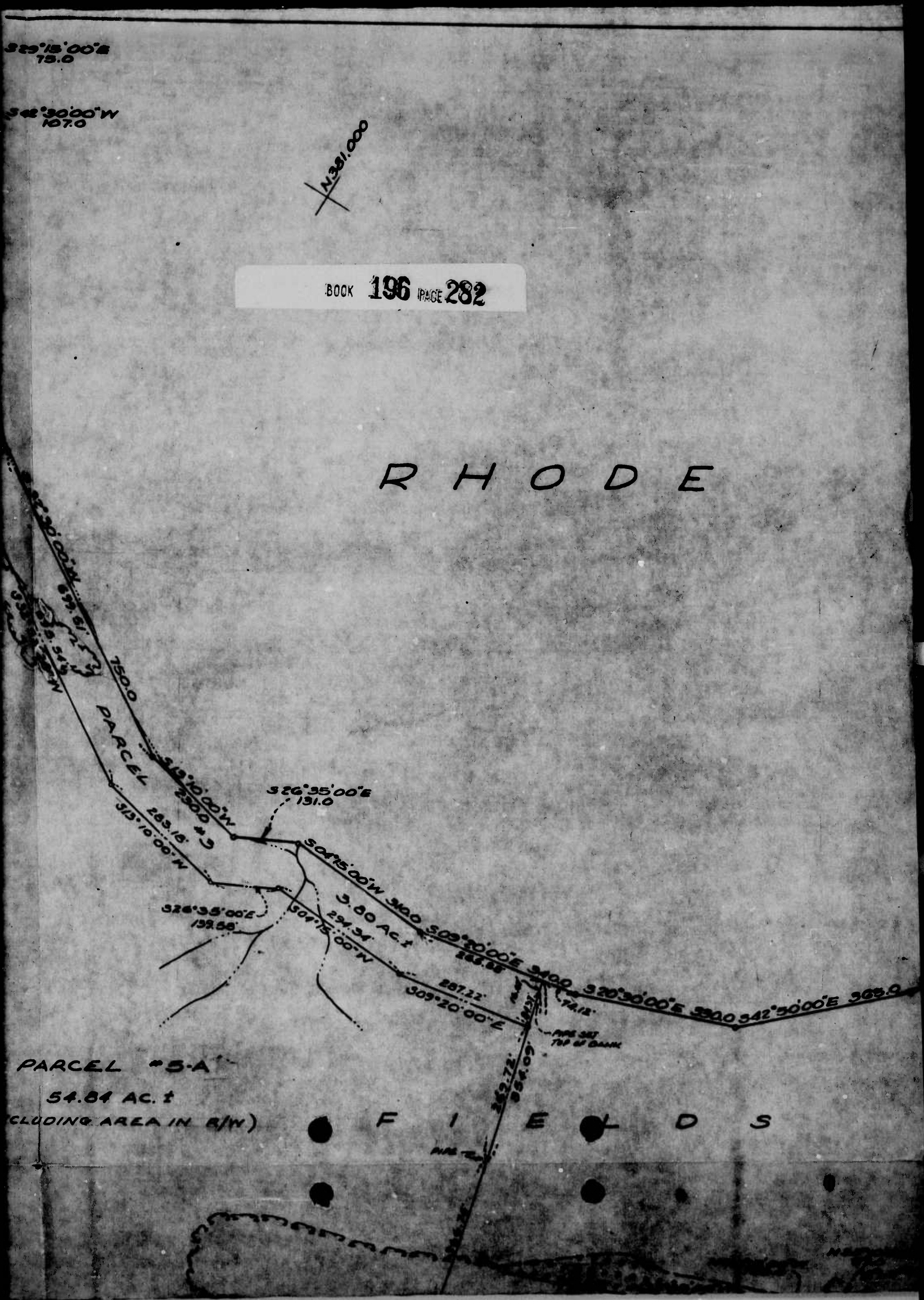
N05°18'20"W 289.33

S32°22'30"E 396.12

S40°27'40"W 671.01

N32°22'30"W 630.0

BOOK 196 PAGE 282



BOOK 196 PAGE 283

PARCEL "B-A"
54.84 AC.±
(INCLUDING AREA IN R/W)

PARCEL #7
3.81 AC.±

PARCEL #6-A
4.195 AC.±

PARCEL #6
22.91 AC.±

PARCEL #5
29.41 AC.±
(INCLUDING AREA IN R/W.)

50' RIGHT OF WAY

S88°20'00"E 320.0

S2°30'00"E 470.0

S70°04'30"W 925.86'

N73°41'30"W 182.66'

S12°53'30"W 187.00'

S74°10'W 99.85'

N39°51'W 156.27'

N20°12'40"W 62.47'

N89°39'50"W 602.71'

N07°19'50"W 369.95'

N06°20'10"W 264.81'

N75°12'20"E 146.65'

S61°23'50"E 614.79'

S23°39'10"E 342.03'

S17°22'50"E 610.30'

1346.14'

262.39'

448.45'

587.75'

End of Existing Paving

N68°35'10"E 117.61'

Exam. Exh. #1
Morris v. Calhoun
#20,591 Eq.
W. B. Smith, Exam.

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BOOK 196 PAGE 284

PARCEL "B-A"
54.84 AC. ±
(EXCLUDING AREA IN R/W)

F I E L D S

IVY NECK FARM

587.73 ACRES ±

WILL OF ANNE CHESTON MURRAY
LIBER G.M.N. 2
FOLIO 452

DESCRIPTION
LIBER S.H. 25
FOLIO 143

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39-41-4½

NO STAMPS REQUIRED
NO TITLE EXAMINATION

BOOK 196 PAGE 285
BOOK 1868 PAGE 528

THIS DEED, made this 8th day of June, 1965, by and between ADELAIDE FORBES COLHOUN, single, party of the first part, hereinafter called Grantor, and SALLY B. WHALL and HUGH D. WHALL, her husband, parties of the second part, hereinafter called Grantees, all of Anne Arundel County, Maryland.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all her right, title and interest in and to all that lot or parcel of ground located in the First Election District of Anne Arundel County, Maryland, and described as follows according to a plat and survey thereof made by J. R. McCrone, Jr., Inc., Registered Surveyors, in June 1964 and described in April 1965:

> BEGINNING for the same at an iron pipe on the north side of the farm road leading through the Adelaide Forbes Colhoun property to the Cumberstone County Road, said pipe being the following six (6) courses and distances from Anne Arundel County Control Monument No. 370 found on the northwest side of Cumberstone County Road, i.e., North 27 degrees 27 minutes 30 seconds East 1898.69 feet to an iron pipe at the beginning of the 4.495 acre tract described in March 1965; thence with the outlines of said tract, reversely, along the north side of the above mentioned dirt farm road, North 74 degrees 10 minutes East 93.85 feet, North 72 degrees 53 minutes 30 seconds East 127.0 feet, North 45 degrees 41 minutes 30 seconds East 182.66 feet to the beginning point of a 3.31 acre tract; thence with the outlines of said 3.31 acre tract, reversely, and still with the north side of the above mentioned dirt farm road, North 42 degrees 20 minutes East 342.18 feet and North 59 degrees 57 minutes 30 seconds East 73.17 feet to an iron pipe at the beginning point so fixed, and running from thence and with the northeast line of the 3.31 acre tract, reversely, and leaving said farm road, North 31 degrees 09 minutes 30 seconds West 398.78 feet to an iron pipe on the water's edge of the southeast shore line of Rhode River; thence with the water's edge of Rhode River, North 49 degrees 02 minutes 30 seconds East 187.51 feet to an iron pipe, North 52 degrees 21 minutes East 179.83 feet to an iron pipe and North 72 degrees 38 minutes East 122.70 feet to an iron pipe; thence leaving the water's edge of Rhode River, South 04 degrees

Exam. Exh. #2
Harvey v. Colhoun
#20,591 Eq.
M. Smith, Exam.

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08 minutes 30 seconds East 38.24 feet to an iron pipe, South 04 degrees 08 minutes 30 seconds East 41.77 feet to an iron pipe, South 04 degrees 08 minutes 30 seconds East 395.33 feet to an iron pipe and South 04 degrees 08 minutes 30 seconds East 173.46 feet to a monument set on the north side of the above mentioned farm road; thence with the north and northwest side of said road, North 77 degrees 47 minutes 30 seconds West 208.72 feet to an iron pipe and South 78 degrees 11 minutes 30 seconds West 38.41 feet to the place of beginning. Containing 4.16 acres, more or less. All bearings refer to Maryland Grid North.

BEING a part of the same property described in a deed from J. Cheston Morris, et al, to Mary H. Murray, dated May 8, 1884 and recorded among the Land Records of Anne Arundel County in Liber S.H. 25, folio 143, BEING ALSO the same property mentioned in Paragraph TENTH of the Last Will and Testament of Anne Cheston Murray, deceased, and recorded among the Will Records of Anne Arundel County in Liber G.M.N. 2, folio 252, the mortgage mentioned in said Paragraph TENTH of said Will from Adelaide Forbes Colhoun, Anne C. Murray, Sally B. Whall and Hugh D. Whall to Loyola Federal Savings and Loan Association, dated May 6, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1474, folio 254, having been fully released prior hereto.

It is the intention of these presents to vest in Sally B. Whall and Hugh D. Whall, her husband, the Grantees herein, a fee simple title to the herein described property.

TOGETHER WITH the buildings and improvements thereon and all the rights, roads, waters, ways, privileges and appurtenances thereto belonging or in anywise appertaining, and PARTICULARLY the right to the use in common of the above mentioned farm road leading through the Adelaide Forbes Colhoun property in a southerly and westerly direction to the Cumberstone County Road for the purposes of ingress and egress to and from said property.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Sally B. Whall and Hugh D. Whall, her husband, as tenants by the entireties, their heirs and assigns, in fee simple.

AND THE SAID party of the first part hereby covenants that she will warrant specially the property conveyed, and that she will

execute such other and further assurances of the same as may from time to time be requisite.

WITNESS the hand and seal of the Grantor herein.

WITNESS:

Melissa L. Cullen — Adelaide Forbes Colhoun (SEAL)
Melissa L. Cullen — Adelaide Forbes Colhoun

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 8th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ADELAIDE FORBES COLHOUN, the Grantor herein, and she acknowledged the foregoing Deed to be her act.

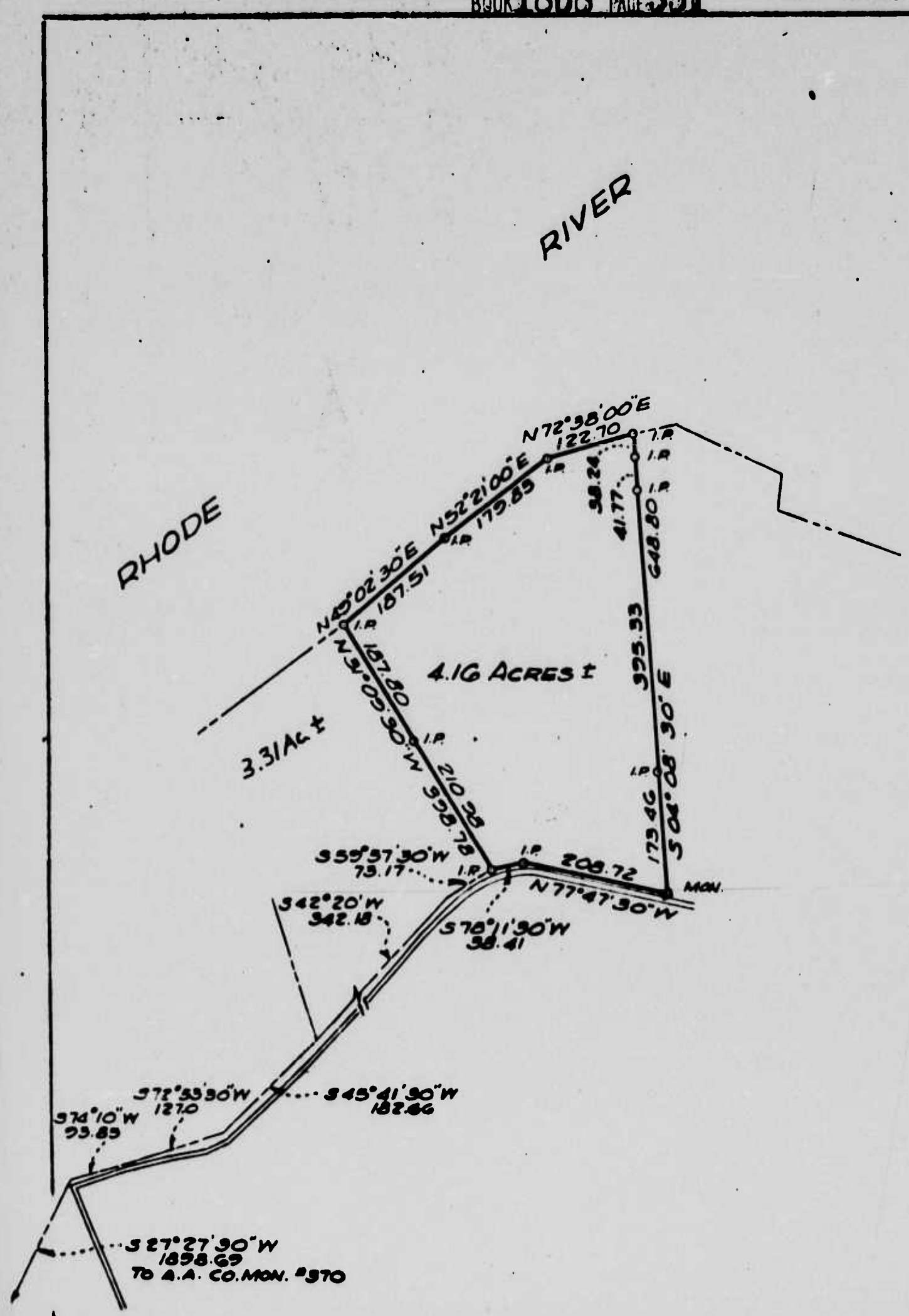
WITNESS my hand and Notarial Seal.

7.50

Melissa L Cullen
Melissa L. Cullen Notary Public

Rec'd for record June 9 1965 at 2:45 P.M.
Mailed to Mr Williams & Nelson
See Plat on Following Page

BOOK 1868 PAGE 531 BOOK 196 PAGE 288



SURVEY OF 4.16 AC. - PART OF THE ADELAIDE FORBES COLHOUN PROPERTY CUMBERSTONE, FIRST DISTRICT ANNE ARUNDEL COUNTY, MARYLAND	J. R. McCRONE, JR. INC. REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS ANNAPOLIS, MARYLAND PRINCE FREDERICK CENTREVILLE TRAPPE LEONARDTOWN	SCALE 1" = 200' DATE 6-10-64 JOB. NO. 9462 FOLDER

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE 202

BOOK 196 PAGE 289

Monday night.

MISS ADELAIDE F. COLHOUN
CUMBERSTONE ROAD
HARWOOD P. O.
MARYLAND

#3

Dear Eleanor,

At long last we have finished negotiations with the Smithsonian for the sale of the lower part of the farm. We have signed an agreement but I didn't want to talk about it generally until the final papers were signed.

I am enclosing a little sketch of the property between Sally Morris and the end of Locust Point. The lot next to Sally Morris for you and Stuart, is three Bill and Bob. These will be for one single dwelling on each. The Smithsonian would want the option to buy should you ever want to sell, after we have the first option. They are very concerned that this area should not become a development, which is something we would certainly not want.

They have put the height of the houses including what are [illegible] planting and any to be built-

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BOOK 196 PAGE 290

in the future only with the consent of the Smithsonian, and I don't think it would be too easy to get. I can't tell you how pleasure of seeing able to tell the Lower part of the farm to those who will keep it, about as it is now, and the sorrow of having to part with what has been in that family for so many generations - I burn it - would make both Aunt Nancy and Father happy not to have it made into a development as Chapel and Dare - The Smithsonian wanted to buy the end of Locust-Point, as they felt the growth of bushes is such a wonderful place for birds, so I told them we would make that a Bird Sanctuary in perpetuity, belonging to us, not open to the public.

What I want to do, is to do for Edmonia as Aunt Nancy did for Sally Morris, and leave this lot to her in my will - In the meantime you could take out a 99 year lease. I would like to think that you would be coming East before long! Much love - "Cousin B"

BOOK 196 PAGE 291

Monday Night

Miss Adelaide F. Colhoun
Cumberstone Road
Harwood P. O.
Maryland

Dear Eleanor:

At long last we have finished negotiations with the Smithsonian for the sale of the lower part of the farm. We have signed an agreement but I didn't want to talk about it generally until the final papers were signed.

I am enclosing a little sketch of the property between Sally Morris and the end of Locust Point, the lot next to Sally Morris for you and Stuart, and then Bill and Bob. These will be for one single dwelling on each. The Smithsonian would want the option to buy should you ever want to sell, after we have the first option. They are very concerned that this area should not become a development which is something we would certainly not want.

They put a limit of ten (?) houses including what are now standing and any to be built in the future only with the consent of the Smithsonian and I don't think it would be so easy to get.

I am torn between conflicting emotions the pleasure of being able to sell the lower part of the farm and those who will keep it about as it is now and the sorrow of having to part with what has been in the family for so many generations. I know it would make both Aunt Nancy and Forbes happy not to have it made into a development as Chips and I are. The Smithsonian wanted to buy the end of Locust Point, as they feel the growth of hollies is such a wonderful place for birds, so I told them we would make that a Bird Sanctuary in perpetuity belonging to us, not open to the public.

What I want to do is to do for Eleanor as Aunt Nancy did for Sally Morris, and leave this lot to her in my Will. In the meantime you could take out a 99 year lease. I would like to think that you would be coming back before long.

Much love,

Cousin "B"

Exam. Exh. #3
Manning v. Colhoun
#90,591 Eq.
Smith, Exam.

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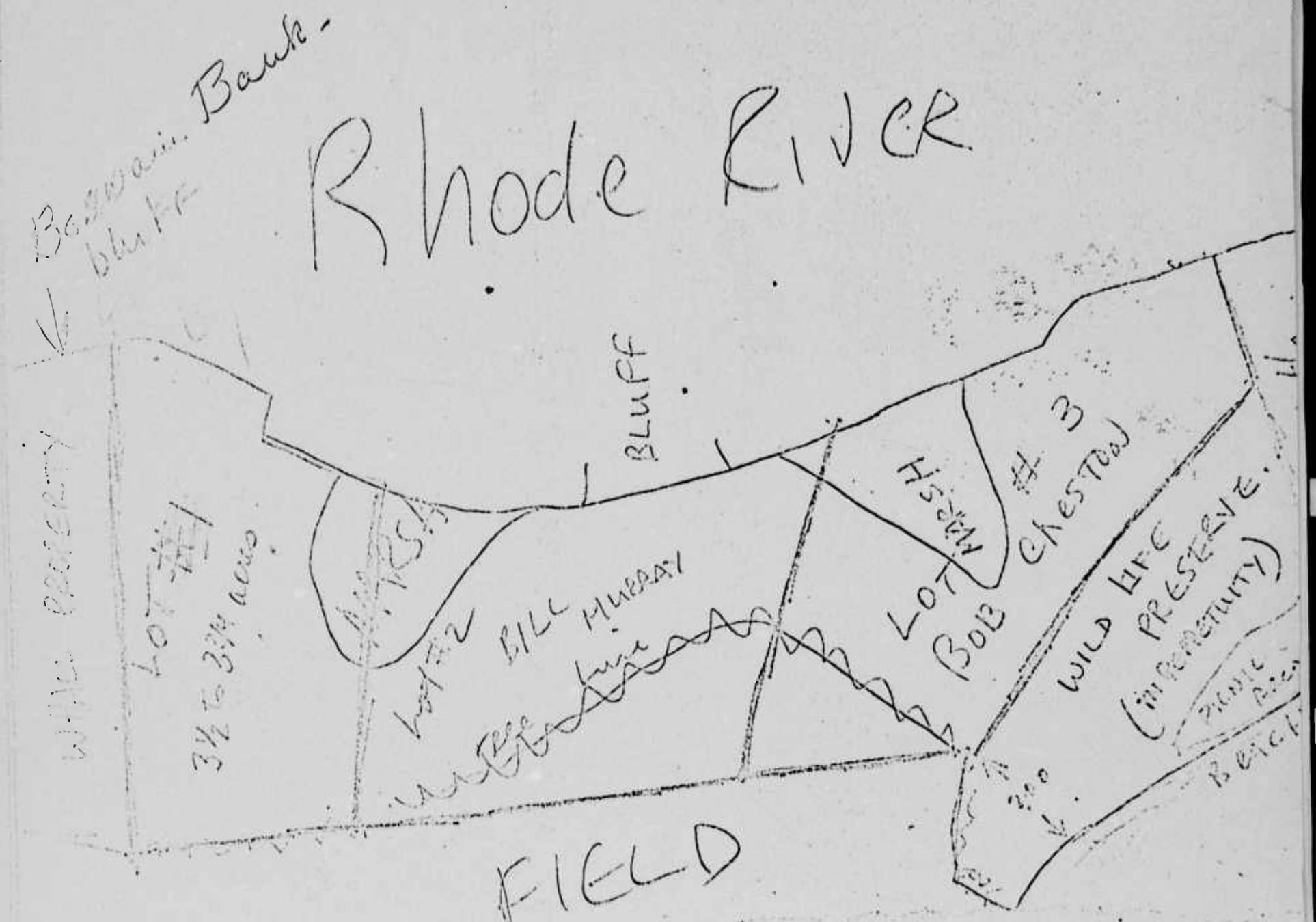

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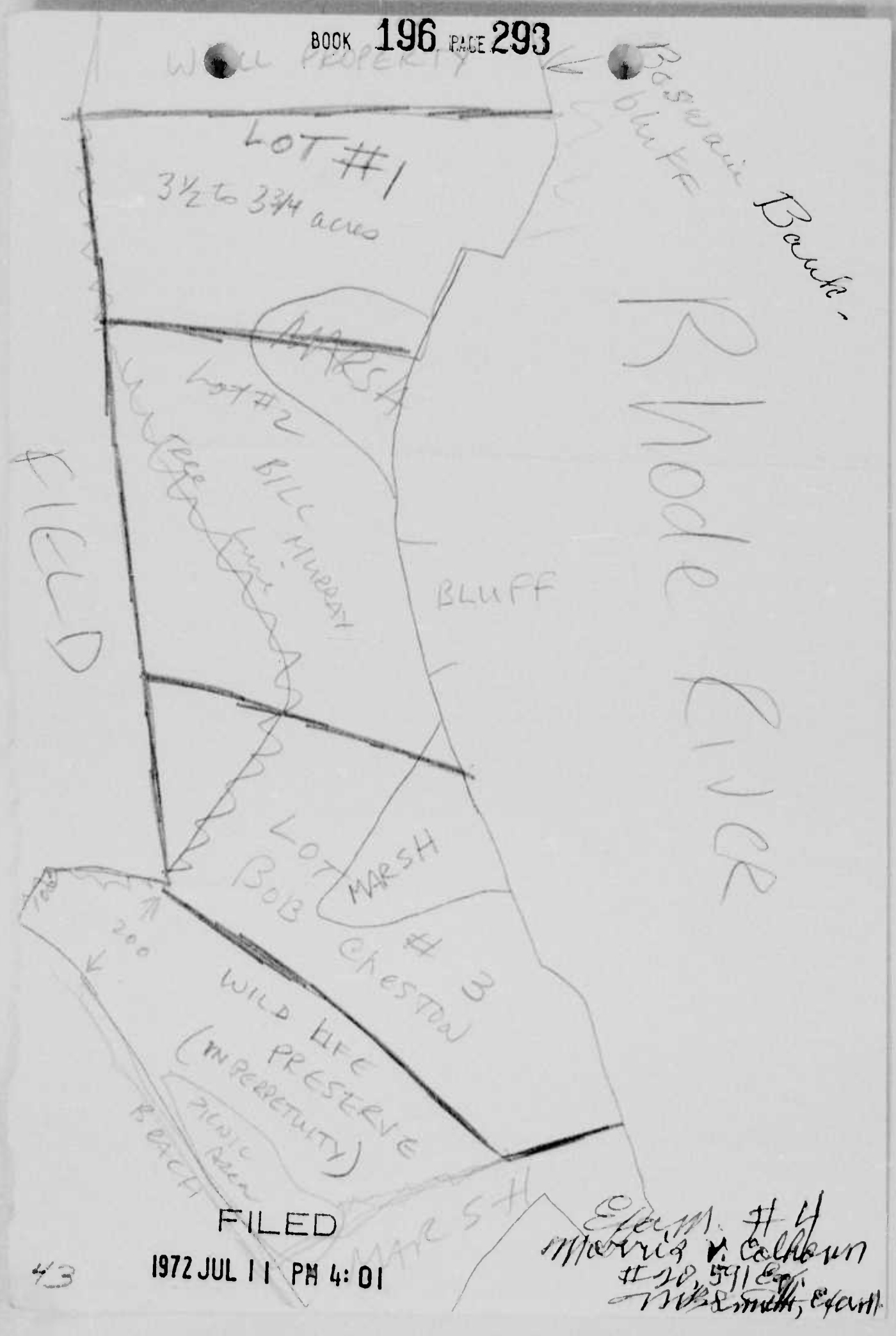
BOOK 196 PAGE 293



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1972 JUL 11 PM 4:01

Exam. # 4
Morris V. Calhoun
10,511 Eq.
Mrs. Smith, Exam.

LAST WILL AND TESTAMENT

OF

ADELAIDE FORBES COLHOUN

I, ADELAIDE FORBES COLHOUN, of Anne Arundel County, State of Maryland, do hereby make, publish and declare this as and for my Last Will and Testament, and I hereby revoke all wills, codicils and other testamentary dispositions heretofore made by me.

ITEM ONE: I appoint JOHN M. COLHOUN (my nephew) and ROBERT M. CHESTON (my cousin) and their survivor, Executors under this, my Will. The Executors or Executor hereunder shall be exempt from the necessity of giving bond. I authorize and empower the Executors or Executor to exercise all rights, powers, privileges and authority conferred upon an executor by law together with those hereinafter conferred by this, my Will, without application to, order of or subsequent ratification by the Orphans' Court of Anne Arundel County or any other Court under the jurisdiction of which my estate shall be administered. In the interest of simplicity, the Executors and their survivors and survivor and any alternate or successor Executor shall be collectively called "Executor" in this, my Will, and sometimes referred to as "it" or "its."

ITEM TWO: I direct the Executor to pay from my estate all taxes accrued during my lifetime, all of my just debts, administration expenses and funeral expenses, regardless of statutory limitations with respect to my funeral expenses. I also empower the Executor to arrange the details of my funeral and to expend such sum or sums from my estate as it deems advisable for a burial lot and for the erection of a suitable gravestone or monument, if I have not made such arrangements during my lifetime.

ITEM THREE: I direct that all inheritance taxes, federal estate taxes, Maryland estate taxes and all other similar taxes payable by reason of my death (including any such tax levied against life insurance, property over which I hold a taxable power of appointment, the principal of any trust that I may have created, property passing by operation of law and all other property which is taxable in my estate for purposes of any such death tax, whether or not such property passes under the terms of this, my Will), together with any interest and penalties attributable thereto, shall be paid out of the principal of my residuary estate and that no person shall be called upon by the Executor or be required to contribute to the payment of any portion of such taxes.

ITEM FOUR: I hereby bequeath and devise the residue of my estate, including property over which I have a power of appointment at the time of my death, to JOHN M. COLHOUN, ROBERT M. CHESTON and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Baltimore, Maryland (a Maryland corporation), and their survivors, survivor and successors, AS TRUSTEES. I direct the Trustees, hereinafter collectively called "Trustee" or referred to as "it" or "its," to invest and reinvest the trust property; to collect the rents, revenues, income, issues and profits arising from the trust property; to pay all taxes, costs and expenses incident to the trust or trusts; and to dispose of the net income and principal of the trust property as follows:

I. If JOHN M. COLHOUN (my nephew) survives me, the Trustee shall pay the net income from the trust in quarterly installments as nearly equal as

Exam. Eq. #5
Morris v. Colhoun
#20,591 Eq.
W B Smith, Exam.

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possible, to JOHN M. COLHOUN during his lifetime. In addition, the Trustee may pay to my said nephew so much of the trust principal at any time and from time to time as the corporate trustee may deem advisable, in its sole and absolute discretion, for the reasonable maintenance, support, medical or health requirements of my nephew, his children and wife and for the education (including travel and education at an institution of higher learning) of any child of my said nephew.

Furthermore, JOHN M. COLHOUN shall have the power during his lifetime, at any time and from time to time, by delivery of a written request or requests to the Trustee, which power shall be noncumulative from year to year, to withdraw principal from the trust during each calendar year in an aggregate annual amount not to exceed the greater of the following two limitations: (1) Five Thousand Dollars ($5,000.00), or (2) five percent (5%) of the value of the trust principal as determined on the last day of the calendar year.

II. If JOHN M. COLHOUN survives me, then upon the death of my said nephew:

A. The Trustee shall pay the principal of the trust then remaining in its hands and all accrued and undistributed income (or so much of such principal and income as JOHN M. COLHOUN may appoint, as hereafter provided) to such person or persons in such amounts or proportions and for such interests, estates and trusts as my said nephew shall validly appoint under his Last Will by specifically referring therein to this power of appointment and by expressing a clear and affirmative intention therein to exercise this power of appointment, provided, however, that my nephew shall not have the power to appoint any portion of the trust principal or the accrued and undistributed net income to his estate, his creditors or the creditors of his estate. Furthermore, except as provided in section I of this ITEM FOUR, JOHN M. COLHOUN shall not have the power to appoint any portion of the trust principal to himself during life.

B. If JOHN M. COLHOUN shall fail, in whole or in part, validly to exercise by his Last Will the power of appointment given to him in the foregoing paragraph, then, upon the death of my said nephew the Trustee shall distribute all of the trust principal then remaining in its hands, together with the accrued and undistributed income thereof, not validly appointed as aforesaid, outright and absolutely, free of all trust, per stirpes and not per capita, to the then living descendants of JOHN M. COLHOUN; provided, however, that any amount that is so distributable to a person who is under the age of twenty-one (21) years shall be retained in trust by the Trustee and held, administered and distributed in accordance with the provisions of section IV of this ITEM FOUR.

III. If JOHN M. COLHOUN (my nephew) predeceases me but is survived by one or more members of his "family group", as hereinafter defined, the Trustee shall hold the trust principal and shall administer the trust for the benefit of his family group as follows:

A. The "family group" of JOHN M. COLHOUN shall comprise his wife, his child or children and any more remote descendant of my said nephew. The Trustee shall distribute to, or use and apply for the benefit of, any one or more of the members of my nephew's family group (who is or are living at the time such distribution or application is made) so much of the net income from the trust as may be advisable in the sole

and absolute discretion of the Trustee for her, his or their maintenance, support or medical or health requirements or for her, his or their welfare or best interests (and for the education, including travel and education at an institution of higher learning, of any child or other descendant of my said nephew); and any net income not so distributed, used or applied shall be accumulated and added to the principal of the trust.

B. If the net income from the trust shall not be sufficient for the aforesaid purposes at any time or from time to time, the Trustee may pay over to, or use and apply for the benefit of the wife of JOHN M. COLHOUN and/or any one or more of his children and/or other descendants so much of the trust principal as the Trustee, in its sole and absolute discretion, shall deem advisable for any such purpose.

C. I have given the Trustee complete and uncontrolled authority, power and discretion over the distribution and allocation of the net income and principal of the trust for any one or more of the aforesaid purposes (together with the authority, power and discretion to accumulate net income) in order that this trust may be used as a mobile reserve for the financial protection of the living members of the family group of JOHN M. COLHOUN over the years. I have done this to give the members of JOHN M. COLHOUN'S family group a greater measure of economic security against unforeseen circumstances and events that may arise after my death and to make it possible for the benefits that flow from this trust to be administered with maximum flexibility and versatility. I direct, therefore, that the Trustee shall not be required to equalize, or to follow any rule or precept of equality in making, distributions of net income or principal from the trust among the members of JOHN M. COLHOUN'S family group.

D. Upon (1) the death or remarriage of the wife of JOHN M. COLHOUN or (2) when the youngest living child of JOHN M. COLHOUN attains the age of twenty-one (21) years or (3) upon the death of the last surviving child of JOHN M. COLHOUN prior to such child attaining the age of twenty-one (21) years, whichever event shall last occur, the Trustee shall divide the remaining principal of the trust and the accrued and undistributed net income thereof, into as many shares equal in value as there shall be children of JOHN M. COLHOUN living at the time and children of JOHN M. COLHOUN then deceased but leaving descendants or a descendant then living; and, thereupon, subject to the provisions hereinafter contained in this Will and subject in particular, but not by way of limitation, to the provisions of section IV of this ITEM FOUR:

1. The Trustee shall distribute outright and absolutely, free of all trust, one of such equal shares, per stirpes and not per capita, to the living descendants or descendant of each deceased child of JOHN M. COLHOUN.

2. The Trustee shall hold one of such shares for the benefit of each child of JOHN M. COLHOUN then living as follows:

a. The Trustee shall pay the net income from such share, in quarterly installments as nearly equal as possible, to such child. In addition, the Trustee may pay to such child so much of the principal of such share at any time and from time to time

as the Trustee may deem advisable, in its sole and absolute discretion, for the reasonable maintenance, support, medical or health requirements of such child, his or her children and spouse and for the education (including travel and education at an institution of higher learning) of any of such persons.

b. When and after such child of JOHN M. COLHOUN attains the age of twenty-five (25) years, he or she shall have the continuing right, by delivery of a written request or requests to the Trustee, to withdraw at any time or from time to time, outright and absolutely, free of all trust, a sum or sums of principal not to exceed in the aggregate one-third ($\frac{1}{3}$) of the value of the principal of his or her share as of the date on which the first such written request is delivered to the Trustee; when and after such child attains the age of thirty(30) years, he or she shall have the further continuing right, by delivery of a written request or requests to the Trustee, to withdraw at any time or from time to time, outright and absolutely, free of all trust, a sum or sums of principal not to exceed in the aggregate one half ($\frac{1}{2}$) of the value of the remaining principal of his or her share over which he or she had no prior right of withdrawal (such value to be determined as of the date on which the first written request for a withdrawal against such one half is delivered to the Trustee); and when and after such child attains the age of thirty-five (35) years, he or she shall have the continuing right, by delivery of a written request or requests to the Trustee, to withdraw at any time or from time to time the entire remaining principal of his or her share, outright and absolutely, free of all trust.

c. Should such child of JOHN M. COLHOUN die prior to attaining the age of thirty-five (35) years, or should such child die after having attained such age but without having withdrawn the entire principal of his or her share:

i. The Trustee shall pay the principal of such child's share then remaining in its hands, including all amounts which such child was entitled to withdraw but had not withdrawn, and all accrued and undistributed income (or so much of such principal and income as such child may appoint, as hereafter provided), to his or her then living descendants in such amounts or proportions and for such interests, estates and trusts as such child shall validly appoint under his or her Last Will by specifically referring therein to this power of appointment and by expressing a clear and affirmative intention therein to exercise this power of appointment; provided, however, that if a son of JOHN M. COLHOUN creates a trust or trusts in the exercise of the aforegranted power of appointment, he shall have the power validly to appoint all or any portion of the net income from such trust or trusts to his surviving wife until her death or remarriage, whichever event shall first occur, or for such shorter period as he may specify; and

ii. If such child of JOHN M. COLHOUN shall fail, in whole or in part, validly to exercise by his or her Last

Will the limited power of appointment given to him or her in the foregoing subparagraph, then, upon the death of such child, the Trustee shall distribute all of the principal of such share then remaining in its hands, not validly appointed as aforesaid, together with the accrued and undistributed income thereof, outright and absolutely, free of all trust, per stirpes and not per capita, to the then living descendants of such child; and in default of a then living descendant, per stirpes and not per capita, to the then living descendants of JOHN M. COLHOUN; provided, however, that any amount that is so distributable to a person for whom other principal is then held in trust under any provision of this Will shall be added to (and thereafter such amount shall be held, administered and distributed by the Trustee in like manner as and as a part of) the trust theretofore held for his or her benefit.

IV. Until such time as a descendant of a deceased child of JOHN M. COLHOUN (and until such time as a child of JOHN M. COLHOUN to whom principal becomes distributable under paragraph B of section II of this ITEM FOUR) attains the age of twenty-one (21) years, the Trustee shall hold in trust any principal which becomes distributable to such beneficiary under any provision of this, my Will. Such principal, and the net income therefrom, shall be administered as follows:

A. So much of such income and principal as the Trustee, in its uncontrolled discretion, shall consider advisable for the education (including travel and education at an institution of higher learning), comfort, maintenance, support, welfare or best interests of such beneficiary, shall be applied by the Trustee for such purpose, and the balance of the income shall be accumulated and added to the trust principal held for the benefit of such beneficiary. When a descendant of a deceased child of JOHN M. COLHOUN attains the age of twenty-one (21) years, the balance of the principal held for his or her benefit and all accumulations of income shall be paid over to him or her, outright and absolutely, free of all trust. When a child of JOHN M. COLHOUN to whom principal became distributable under paragraph B of section II of this ITEM FOUR attains the age of twenty-one (21) years, the balance of the principal held for his or her benefit and all accumulations of income shall be paid over to him or her, outright and absolutely, free of all trust.

B. Until a beneficiary hereunder attains the age of twenty-one (21) years, the Trustee, in its uncontrolled discretion, may pay any part or all of the net income and principal which is advisable for any of the aforesaid purposes directly to such beneficiary (especially when, in the opinion of the Trustee, the experience to be gained by the beneficiary in handling such funds will be helpful in developing his or her maturity, self-reliance, judgment, confidence or resourcefulness), or to a parent or any person standing in the place of a parent, or to the guardian of the person of such beneficiary, to be applied for the benefit of such beneficiary and without responsibility on the Trustee to see to the application of any such payment.

C. If a descendant of a deceased child of JOHN M. COLHOUN should die (or if a child of JOHN M. COLHOUN to whom principal became distributable under paragraph B of section II of this ITEM FOUR should die) prior

to attaining the age of twenty-one (21) years, then -- subject to the provisions of this section IV -- the balance of the principal held for his or her benefit and all accumulations of income and all accrued and undistributed net income shall be distributed, outright and absolutely, per capita, to such beneficiary's then living descendants, and in default of a then living descendant of such beneficiary, outright and absolutely, per stirpes and not per capita, to the then living descendants of such beneficiary's nearest ancestor in JOHN M. COLHOUN'S line (up to but not behind him) who has a descendant then living; provided, however, that any amount that is so distributable to a person for whom other principal is then held in trust under any provision of this Will shall be added to (and thereafter such amount shall be held, administered and distributed by the Trustee in like manner as and as a part of) the trust theretofore held for his or her benefit. In no case, however, shall distribution hereunder to any person be delayed beyond twenty-one (21) years after the death of the last survivor of myself, JOHN M. COLHOUN, his wife at the time of my death and all of the descendants of JOHN M. COLHOUN who were living on the date of my death.

V. The Trustee is hereby authorized to deposit any part or all of the net income that is payable to a beneficiary (including a minor beneficiary) in a bank account to the credit of such beneficiary. The Trustee is further authorized to apply any payment of net income or principal to which any beneficiary shall be entitled hereunder for the maintenance, support or health (including medical and nursing) requirements, or for the comfort or best interests of such beneficiary, should he or she by reason of age, illness or any other cause in the opinion of the Trustee be incapable of disbursing it.

VI. In determining whether or not principal shall be paid in the sole and absolute discretion of the Trustee to a beneficiary for any purpose stated in this, my Will, the Trustee shall take into consideration such other income and principal as may be available to such beneficiary and of which the Trustee shall have actual knowledge at the time. Anything in this, my Will, to the contrary notwithstanding, no person who is both a beneficiary and a Trustee hereunder may have a vote or participate in determining whether or not, and, if so, to what extent, principal is to be paid to him or her in the discretion of the Trustee.

VII. If at any time there shall remain in the hands of the Executor or Trustee any portion of my estate or the trust estate not otherwise allocable or distributable under any other provision of this, my Will, then I direct the Executor or the Trustee, as the case may be, to distribute such portion of my estate or the trust estate outright and absolutely, free of all trust, to those persons then living who would be the distributees of my personal estate had I at such time died intestate, a widow, domiciled in Maryland, seized and possessed of the same, and in the same proportions in which such persons would be entitled to distribution in the case of intestacy.

ITEM FIVE: Except as hereinbefore otherwise provided in this, my Will, the Trustee shall make all payments of income and principal to be made to any beneficiary hereunder into the hands of such beneficiary only and not into the hands of anyone else, whether claiming by assignment or otherwise, in such manner that such income and principal shall not be subject by attachment or otherwise to the payment of any debts or obligations of the beneficiary entitled to receive the same; provided, however, that any share of income or principal payable to a minor or to an incompetent person may be paid, in the discretion of the Trustee, to his or her guardian (legal or natural) or used for his or her benefit.

ITEM SIX: Not in derogation of or in limitation upon the powers, authority and discretion conferred by law upon an executor or trustee, I do hereby give the Executor and/or Trustee of the trust under this, my Will, in their respective fiduciary capacities, their respective survivors, survivor and any successor Executor or Trustee, the following authority, powers and discretion, the exercise of which shall be final and conclusive upon all parties at interest:

I. To invest and reinvest the assets of my estate and the trust property in accordance with its judgment, not being limited by any present or future investment law of the State of Maryland or of any other jurisdiction; to vote in person or by proxy with respect to any and all stocks; to participate in the incorporation, recapitalization, liquidation, consolidation, merger, spin-off, split-up or any other type of reorganization or financial readjustment of any corporation or business in which my estate, or any trust, is (or may become) financially interested; to retain all property in the form in which the same shall be received without liability for any loss that may be incurred thereby; to sell real estate or personal property, either for cash or part cash and part deferred payments; to exchange, lease (including a lease that extends beyond the duration of any trust or trusts hereunder), partition, improve, repair, abandon or otherwise deal with or dispose of all or any part of the assets of my estate or any trust at such time or times and in such manner, either public or private, and upon such terms as in the absolute and uncontrolled discretion of the Executor and/or Trustee may seem expedient and proper; to borrow money on the general credit of my estate or any trust and to pledge or mortgage any of the assets of my estate or any trust as security for the repayment thereof; to renew from time to time any indebtedness incurred by me, by the Executor for my estate or by the Trustee for any trust hereunder; to pay, settle, compromise or submit to arbitration without Court order any and all rights, demands or claims, either in favor of or against my estate or any trust, upon such terms as in their respective uncontrolled discretion shall seem proper; to make, execute and deliver any and all instruments in writing as shall be necessary or advisable to carry out the flexible administration of my estate or any trust or for the disposition of any property in my estate or in trust; and the Trustee may carry in its name without words indicating the trust relationship, or may carry in the name of its nominee or nominees, securities or other property requiring or permitting of registration.

II. To determine what is income and what is principal of my estate and of any trust hereunder; to set up reserves out of income for the payment of taxes, assessments, insurance, repairs, and all other charges for the general maintenance and upkeep of any real estate or personal property held in my estate or in trust hereunder, and to determine, in the sole discretion of the Executor and/or Trustee, whether premiums paid upon the purchase of securities and whether attorneys' fees, accounting expenses, administration expenses (including Trustee's fees on both income and principal) and all other charges, expenses and disbursements shall be charged against income or principal or partly against income and partly against principal; provided, however, that a reasonable annual allowance for depreciation (determined in accordance with accepted accounting practices) in respect to any depreciable property or interest therein owned by my estate or any trust hereunder shall be set aside in a reserve fund each year and retained by my estate or the trust which owns such depreciable property or interest therein, and any such annual depreciation allowance shall constitute a charge against income and shall be deducted from income in determining the net income to be paid out hereunder.

III. In any case in which the Executor or Trustee may be required, pursuant to any provision of this Will, to divide the principal of my estate or any trust estate into shares or to distribute such shares, it is authorized and empowered, in its sole discretion to make such division or distribution in kind or in money, or partly in kind and partly in money, and for the purpose of such allotment, the judgment of the Executor or Trustee concerning the propriety thereof and the relative value for the purposes of division or distribution of the asset or assets so allotted shall be binding and conclusive on all persons and corporations interested therein.

IV. Any provision in this Will to the contrary notwithstanding, the Trustee, when directed to divide the trust property or any portion thereof into shares, may consider said trust property, or portion thereof, as having been divided into such shares without making any actual physical division thereof until such time as division may be necessary by reason of the termination of a trust. Each such share shall be held by the Trustee as a separate trust in the same manner as if such division had in fact been made, but all separate shares may, for investment purposes, be administered as one whole.

V. The Executor is hereby authorized and empowered, in its sole and absolute discretion, to claim the administration expenses of my estate (and any other items that are deductible for either the federal estate tax or the federal income tax at the Executor's election) wholly as deductions for federal estate tax purposes, or wholly as deductions for federal income tax purposes or partly for each in such amounts or proportions as it deems advisable; and any such action on the part of the Executor shall be binding and conclusive on all persons and corporations interested therein.

VI. It is my intention and I direct that the trust or trusts created hereunder shall not be administered under the jurisdiction of any Court. Should a question or issue be submitted to a Court of competent jurisdiction at any time or from time to time, such Court shall acquire jurisdiction of only the question or issue submitted to it, and the jurisdiction of such Court shall terminate upon the conclusion or settlement of such question or issue.

VII. The Trustee shall have the right and privilege to employ counsel and/or agents in the administration of the trust or trusts, and the Trustee shall pay such counsel and/or agents from the trust or trusts such reasonable compensation as the Trustee shall deem proper.

VIII. The Trustee shall not be required to post a bond for the faithful performance of its duty, but should a bond be required by law or because of any transaction in which any trust or trusts become involved at any time or under any circumstances (notwithstanding the fact that the Trustee is excused from posting bond), the expense of such bond shall constitute an administrative charge against the trust or trusts hereunder.

IX. In view of the possibility that part of my estate and the trusts hereunder may consist of both improved and unimproved real estate or interests in real estate, and without in any way intending to limit or restrict, either expressly or by implication, the broad administrative and managerial powers heretofore given to the Executor and/or Trustee, but rather as a means of supplementing the foregoing powers, I hereby give the Executor and Trustee, respectively, the following specific operating powers and authority in respect

to any such real estate or any interest or interests in real estate held in my estate or in trust hereunder:

A. To retain real estate or any interest or interests in real estate without time limitation and without incurring liability for failure to diversify the investments of my estate or the trust or trusts hereunder or for any losses that may result by reason of retaining any such property, even though such property may be an unsuitable investment under local law or diversification may be indicated under accepted investment practices.

B. To carry on any and all types of farming operations and to operate any farm or interest therein which may be owned by my estate or any trust or trusts; and in so doing, to determine the amount of income and principal that is to be used to pay the expenses of the farming program and to determine what is income and what is principal from among the proceeds of such farming program. By way of illustration and not in limitation of its powers, the Executor and Trustee, respectively, is each authorized: to operate any farm with hired labor, tenants or sharecroppers; to employ agents and a farm manager to supervise the operation of farm land; to lease (including a lease that extends beyond the duration of any trnst or trusts hereunder) or rent any farm or farms or any portion thereof for cash or on such other terms as the Executor or Trustee may deem advisable; to purchase or otherwise acquire farm machinery, equipment and livestock; to contruct, repair and improve farm buildings and structures of all sorts to the extent necessary or desirable, in the judgment of the Executor or Trustee, for the operation of any farm; to employ soil conservation and rehabilitation practices in order to conserve, improve and maintain the fertility and productivity of the soil; to irrigate the land or any portion of it and to construct and install pumps, wells, ditches, laterals and other appropriate improvements and to level and grade land; to engage in livestock production, and to construct such fences and buildings and plant such pastures and crops as may be necessary or appropriate to carry carry on such livestock program; to develop farm properly, including -- without limiting the generality of the foregoing -- the removal of oil or gas, the removal of any solid minerals, the cutting of timber, the removal of any building, and the settlement of boundary disputes; and, in general, to employ any method of carrying on farming operations as the Executor or Trustee deems advisable and appropriate.

C. To protect, manage and improve the timber and forests on any farm or other real property or interest or interests therein owned by my estate or in which any trust hereunder owns an interest, to cut, sell, or otherwise deal in timber or forest products; to determine the amount of income and principal to be used to pay the expenses of such operation and to determine what is income and what is principal from among the proceeds of such timber or forest operations.

D. To embark upon and carry on any and all types of business or financial operations or ventures involving the development of any real estate or interests therein owned by my estate or by any trust or trusts hereunder, including the grading, improvement, zoning, division and subdivision of such real estate or interest therein for industrial, residential or other purposes and the construction of buildings and/or residences thereon; and in pursuing any such business or financial operation or venture, the Executor or Trustee may act as a sole proprietor, partner, joint venturer or in any other unincorporated form and/or through one or

more corporations formed or availed of for any such purpose and in which all or any portion of the stock thereof is owned by my estate or any trust or trusts hereunder; and the Executor or Trustee, respectively, may invest the assets of my estate or the trust or trusts hereunder in any such business or financial operation or venture to the extent that is deemed advisable, in the sole judgment and discretion of the Executor or Trustee.

ITEM SEVEN: No individual acting as an Executor or Trustee hereunder shall be disqualified, because of his fiduciary relationship, from entering into farm leases or other farming arrangements with my estate or with any trust hereunder or from serving and from receiving reasonable compensation for his services in respect to any business venture in which my estate or any trust hereunder may be or become interested or from serving and receiving reasonable compensation for his services as an officer and/or director (or in otherwise taking an active part in the management and operation of the business) of any corporation the stock of which, in whole or in part, is held in my estate or in trust hereunder.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this _____ day of _____, Nineteen Hundred and Sixty-Six.

_____(SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix, ADELAIDE FORBES COLHOUN, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

_____, residing at _____

_____

_____, residing at _____

_____

FIRST CODICIL

TO THE

LAST WILL AND TESTAMENT

OF

ADELAIDE FORBES COLHOUN

I, ADELAIDE FORBES COLHOUN, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this as and for the First Codicil to my Last Will and Testament executed prior hereto on the 24th day of June, 1966.

ITEM FIRST: I hereby make the following cash bequests:

I. To MARGARET McWETHY (my goddaughter and daughter of ROBERT and MARGARET McWETHY), I bequeath the sum of One Hundred Dollars ($100.00), if she survives me.

II. To MARGARET CALDWELL (my goddaughter and daughter of BRYAN and DONNA CALDWELL), I bequeath the sum of One Hundred Dollars ($100.00), if she survives me.

III. To DORIS DOWNS (my friend and faithful servant), I bequeath the sum of One Hundred Dollars ($100.00), if she survives me.

IV. To GEORGE DOWNS (my friend and faithful servant), I bequeath the sum of One Hundred Dollars ($100.00), if he survives me.

ITEM SECOND: I give and bequeath my tangible personal property as follows:

I. To BETTY ALBRECHT COLHOUN (my nephew's wife), I bequeath my Sheffield silver waiter, if she survives me.

II. To THE MARYLAND HISTORICAL SOCIETY, I bequeath my Astor piano with the request that the piano be lent to MOUNT CLARE MANSION as long as MOUNT CLARE MANSION desires to use it. I direct that this piano shall be known as the "Forbes Colhoun Piano."

III. To SALLY B. WHALL, if she survives me, I bequeath two (2) silver tablespoons and six (6) forks, which spoons and forks are marked "S. C. M." and which spoons and forks match certain spoons and forks that were given to SALLY B. WHALL as wedding gifts.

IV. To ANNE CHESTON MORRIS, if she survives me, I bequeath my small mahogany sewing table.

V. To WILLIAM T. MURRAY, 3rd, if he survives me, I bequeath my mahogany wardrobe.

VI. To GEORGE H. YEAGER (my doctor), if he survives me, I bequeath the mahogany bureau that I have had in my bedroom over the years.

VII. To OLIVIA LIPPITT, if she survives me, I bequeath for her lifetime my grandmother's picture that is painted like a miniature and the silver teapot and repousse hot water or sauce pitcher that was formerly owned by my grandmother; and upon the death of OLIVIA LIPPITT these articles shall pass to JOHN M. COLHOUN, absolutely, if he is living at the time, and if he is dead at the time these articles shall pass, absolutely, to his oldest child living at the death of OLIVIA LIPPITT.

VIII. To JOHN M. COLHOUN (my nephew), if he survives me, I bequeath all the rest of my tangible personal property, including any articles bequeathed to any of the aforesaid persons in this ITEM SECOND who predecease me.

ITEM THIRD: I hereby bequeath unto ELEANOR BURWELL MORRIS, if she survives me, a parcel of land from Ivy Neck Farm comprising four and sixteen hundred (4.16) acres, more or less, which parcel is described as Parcel Number 8 on a plat of "Ivy Neck Farm, The Adelaide Forbes Colhoun Property," prepared by J. R. McCrone, Jr., Inc., Registered Surveyors, dated June, 1964, revised March 16, 1966. If ELEANOR BURWELL MORRIS predeceases me, this devise shall lapse, and the said real estate shall be and become a part of my residuary estate.

ITEM FOURTH: Except as amended by the provisions of this, the First Codicil to my Will, I hereby ratify, reaffirm and republish the provisions of my Will dated June 24, 1966.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, this _____ day of _____, Nineteen Hundred and Sixty-Six.

_____ (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix, ADELAIDE FORBES COLHOUN, as and for the First Codicil to her Last Will and Testament dated the 24th day of June, 1966, and she ratified, reaffirmed and republished said Last Will and Testament, as modified by this First Codicil, all of which was done in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

_____, residing at _____

_____

_____, residing at _____

_____

T-2949

LIBER 2316 FOLIO 360

NO TITLE EXAMINATION MADE

THIS DEED, Made this 17th day of November, 1969, by and between ADELAIDE F. COLHOUN, Unmarried, hereinafter referred to as Grantor, and WILLIAM TALBOT MURRAY, III and SALLY BEER MURRAY, his wife, hereinafter referred to as Grantees.

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, paid by the Grantees unto the Grantor, the receipt whereof is hereby acknowledged in full, the said Grantor, by these presents, does hereby bargain, sell, grant and convey unto the Grantees, as tenants by the entireties, their assigns, the survivor of them, or the survivors, heirs, assigns and personal representatives, forever in fee simple, the following described property:

ALL that lot or parcel of land situate, lying and being in the First Assessment District of Anne Arundel County, Maryland, more particularly described as follows:

BEGINNING FOR THE SAME at a pipe on the north side of the 50 foot right-of-way said point of beginning being at the intersection of the end of North 79° 19' 40" East 346.88 foot line of the Second Parcel hereinbefore described and the end of the South 03° 48' 20" East 113.59 foot line of the Fourth Parcel hereinbefore described, being also North 43° 40' 50" East 3032.21 feet from the Anne Arundel County Control Monument No. 370; and running from said beginning point so fixed and leaving said 50 foot right-of-way and binding on the east side of the Fourth Parcel hereinbefore described, North 03° 48' 20" West 411.36 feet to the water's edge of Muddy Creek;

Thence with the water's edge of Muddy Creek South 69° 55' 00" East 69.03 feet, North 82° 45' 00" East 202.0 feet, North 70° 25' 00" East 230.0 feet, and North 63° 25' 00" East 107.21 feet;

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. A. COUNTY,
'69 NOV 19 PM 3:03

NOV-18-69 FAB3161 CLK.CT.A.A.C. OCK—CEO — 10.00
NOV-18-69 FAB3162 CLK.CT.A.A.C. OCK — RTX 52.50
NOV-18-69 FAB3165 CLK.CT.A.A.C. OCK — STT 35.00

SYMBOL "SST" INDICATES $ .35
PROPERTY TRANSFER TAX
Marjorie S. Holt CLERK

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

FILED
1972 JUL 11 PM 4:01

Exam. Ck. #6
Murray v. Colhoun
#20,591 Eq.
M.S. Smith, Exam.

T-2949

LIBER 2316 PAGE 361

Thence leaving Muddy Creek and running South 15° 21' 40" West 1.3 feet to a pipe set, South 15° 21' 40" West 290.76 feet to a pipe set, and South 15° 21' 40" West 182.13 feet to a pipe set on the north side of said 50 foot right-of-way;

Containing 4.41 acres, more or less as shown as Parcel #10 on a Plat prepared by J. R. McCrone, Jr., Inc., dated June, 1964, revised March 16, 1966.

BEING parcel fifth of the conveyance from Robert N. Lucke, Trustee, to Adelaide F. Colhoun, unmarried, by Deed dated, June 24, 1966, and recorded among the Land Records of Anne Arundel County in Liber LNP 1985, folio 204.

HAVING the use in common with others, for purposes of ingress and egress of a certain easement of right-of-way more particularly described in a Deed from Robert N. Lucke, Trustee to Adelaide F. Colhoun, unmarried, dated, June 24, 1966, recorded among the Land Records of Anne Arundel County in Liber LNP 1985, folio 204, and as also shown on a Plat prepared by J. R. McCrone, Jr., Inc., dated, June 1964, revised March 16, 1966, expressly reserving, however, fee simple title to the said right-of-way in the Grantor, and further providing nothing herein shall be construed or deemed to be a dedication to public or private use of such easement or road.

SUBJECT, however to all the covenants, restrictions, and easements contained in a Deed from Adelaide F. Colhoun, unmarried, to Robert N. Lucke, Trustee, dated, June 24, 1966, recorded among the Land Records of Anne Arundel County in Liber LNP 1985, folio 192.

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

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

T-2949

LIBER 2316 PAGE 362

TO HAVE AND TO HOLD, said land and premises hereby conveyed unto and to the proper use and benefit of the said Grantees, as tenants by the entireties, their assigns, the survivor of them, or the survivors, heirs, assigns and personal representatives, forever in fee simple.

AND, the Grantor hereby covenants that she warrant specially the property hereby conveyed and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

TEST:

Robert N. Lucke
ROBERT N. LUCKE

Adelaide F. Colhoun (SEAL)
Adelaide F. Colhoun

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

I HEREBY CERTIFY, That on this 12 day of November, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ADELAIDE F. COLHOUN, unmarried, the above named Grantor, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1970

Robert N. Lucke
ROBERT N. LUCKE Notary Public

Mailed to Bald, Smith & Lucke

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

BOOK 196 PAGE 309

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber MSH No. 2316 folio 360 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 15 day of JUNE A. D., 1972

Margaret S. Holt

Clerk of the Circuit Court for Anne Arundel County

LIC. – 1

BOOK 196 PAGE 310

BOOK 2175 PAGE 30

No Title Examination

This deed made this 27th day of ~~April~~ MAY, 1968, by and between ADELAIDE FORBES COLHOUN, single, party of the first part, hereinafter called Grantor, and ROBERT M. CHESTON, party of the second part, hereinafter called Grantee,

WITNESSETH: That, for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable consideration, receipt of which is hereby acknowledged, said Grantor does hereby grant and convey to the said Grantee, with special warranty of title, all that certain piece, parcel or lot of land situate in the First Assessment District of Anne Arundel County, Maryland, according to metes and bounds as set forth below, to-wit:

BEGINNING for the same at a pipe set on the north side of a 50 foot right-of-way running with the present farm road through the lands of Adelaide Forbes Colhoun to Cumberstone Road, said point also being North 47 degrees 56 minutes 20 seconds East 3392.84 feet from Anne Arundel County Control Monument No. 370, and running from thence North 15 degrees 21 minutes 40 seconds East 474.19 feet to the waters of Rhode River; Thence running with the shore line of said Rhode River North 63 degrees 25 minutes East 247.79 feet, Thence North 42 degrees 25 minutes East 80.0 feet, and North 67 degrees 50 minutes East 139.43 feet to a point in the said shore line; Thence leaving the waters of Rhode River, South 32 degrees 22 minutes 20 seconds East 32.22 feet to U. S. Coast & Geodetic Monument NIRA; Thence continuing South 32 degrees 22 minutes 20 seconds East 281.90 feet to a pipe set; Thence South 40 degrees 27 minutes 40 seconds West 671.01 feet to a pipe set; Thence North 69 degrees 56 minutes 20 seconds West 280.0 feet to the place of beginning, all as more particularly shown on a certain plat entitled "Plat showing 6.76 Ac. & 50' r/w - Part of the A. F. Colhoun property", by J. R. McCrone Jr. Inc, dated February 16, 1968, which said plat is attached hereto and recorded herewith;

BEING a part of the farm known as Ivy Neck awarded to Anne Cheston Morris in partition proceedings in the year 1844 before the High Court of Chancery in the suit of James Cheston and others v. Samuel Cheston and others, and having descended through successive devises to Grantor herein as set forth in the Last Will and Testament of Anne Cheston Murray which appears among the Will records of Anne Arundel County in Liber G.M.N. 2, folio 452;

TOGETHER WITH, all and every, the rights, ways, waters, privileges appurtenances and advantages thereunto belonging or in any wise appertaining.

SUBJECT, however, to covenants of record running with the said lands and as set forth in the Deed of Robert N. Lucke, Trustee, dated June 24, 1966, to Grantor herein which appears of record in Liber 1985, folio 204 et seq.

Exam. Exh. #7
Morris v. Calhoun
#20,591 Eq
MMSmith, Exam.

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CLERK'S OFFICE
ANNE ARUNDEL CO.
7.00
7.70

It is the intention of these presents that there be vested in the said Robert M. Cheston fee simple title to the above described portion of the farm known as Ivy Neck with an easement in common with others for ingress and egress thereto over the farm roads leading across the same to the county road as set forth in right of way description appearing in Liber L.N.P. 1985 Folio 169 et seq, expressly reserving, however, fee simple title to said right of way in Grantor.

TO HAVE AND TO HOLD the above described parcel and premises to the proper use and benefit of the said Robert M. Cheston, his heirs and assigns in fee simple.

And the said Grantor further covenants that she has the right to convey the said land to the Grantee, that the said Grantee shall have quiet possession thereof, free and clear of all liens and that she will execute such further assurances of the said premises as may be requisite.

WITNESS the hand and seal of the Grantor herein.

WITNESS:

Robert M. Lucke

Adelaide Forbes Colhoun (SEAL)

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 27 day of May, 1968 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Adelaide Forbes Colhoun, the Grantor herein, and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

Robert M. Lucke
ROBERT M. LUCKE

Rec'd for record June 6 1968 at 1:28 P.M.
Mailed to Robert M. Cheston
see plat on following page

BOOK 196 PAGE 312

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing ...DEED... is truly taken and copied from Liber ...MSH... No. ...2175..., folio ...30..., one of the ...4-PAVD... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this ...15... day of ...JUNE... A. D., 1972

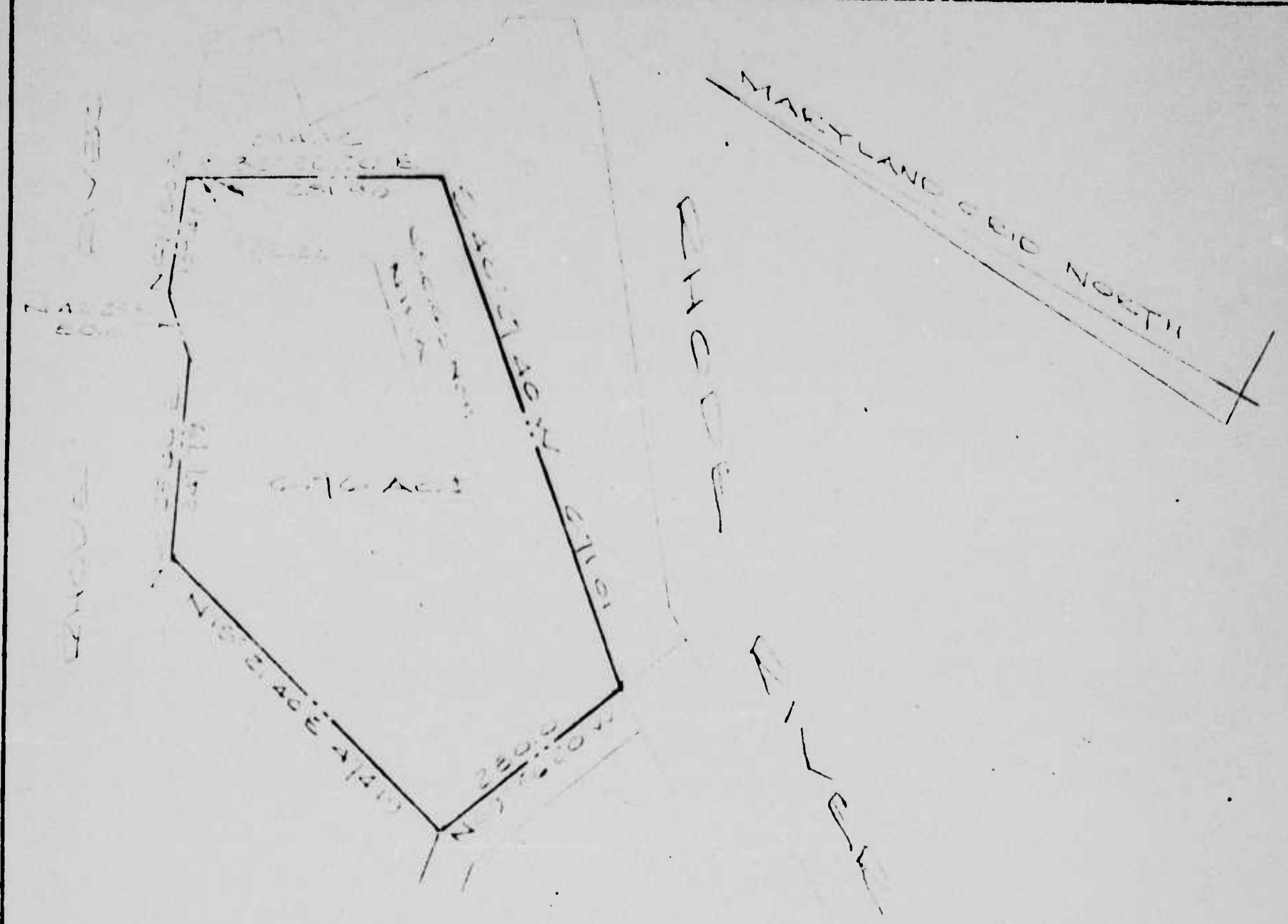
Margaret S. Holt

Clerk of the Circuit Court for Anne Arundel County

LIC. – 1

BOOK 196 PAGE 313

BOOK 2175 PAGE 32



NOTE

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE

J. R. McCRONE, JR., INC.
REGISTERED PROFESSIONAL ENGINEERS
AND SURVEYORS
ANNAPOLIS, MARYLAND

DRAWN BY
SCALE
DATE
JOB NO.

BOOK 196 PAGE 314

March 6, 1966
"Ivy Neck"

Miss Adelaide F. Colhoun
Cumberstone Road
Harwood P. O.
Maryland

Mr. W. Gibbs McKinney
1723 Munsey Building
Baltimore, Maryland 21203

Dear Mr. McKinney:

I have read over the draft of my Will which you prepared for me and find it satisfactory with a few exceptions. I should like my full name used, Adelaide Forbes Colhoun.

I am enclosing a list of items for disposition to certain individuals, and will ask that you leave a space before my signature, if I should want to add to this list.

I would like to replace Ernie Cory as my executor by naming Bob Cheston (Robert M). I have discussed this with Ernie, and he understands perfectly, any reason for making this change.

I plan to sell a small amount of the Locust Point property to Bill Murray and Bob Cheston, so that they can build on Ivy Neck. They are giving me non-interest bearing notes, as part payment for the land and I wish a provision in the Will which will forgive these notes at my death. I gave the draft of the Will to Bob Cheston to read over and he has made some comments which I am also enclosing. I would appreciate your making the necessary changes that he has suggested unless you know of a reason why this should not be done.

Should you have any questions, please don't hesitate to contact me.

With kind regards and appreciation of all that you have done in my behalf.

Yours truly,

Adelaide F. Colhoun

Exam. Cert. # 8
Morris V. Colhoun
20,591 Eq.
W. Gibbs McKinney, Esquire

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Bequests

To John M. Colhoun (my nephew) all interest that I have in the Ivy Neck property, any securities that I own that are not held in trust, my household, silver, and personal effects unless otherwise designated. To my cousin, Olivia Lippitt, for her use during her life and then to go to my nephew, John M. Colhoun, my grandmother's picture painted like a miniature, my grandmother's silver teapot and repousee hot water or sauce pitcher.

To Eleanor Burwell Morris, a parcel of land of 4.16 acres adjoining the Whall property.

To Anne Cheston Morris, a small mahogany sewing table.

To William T. Murray, III, a mahogany wardrobe.

To George H. Yeagers, the mahogany bureau in my room.

To my Goddaughter, Margaret McWhety, the sum of $100.00.

To my Goddaughter, Margaret Caldwell, the sum of $100.00

To Doris Downs, and to George Downs my loyal friends and faithful servants, each the sum of $100.00.

To my niece, Betty Colhoun, my Sheffield silver waiter.

The Aster piano left to me by my brother, Forbes Colhoun, with the request that it be given to a museum.

To Sally Whall, two silver tablespoons and 6 forks marked S.C.M. matching some given her at the time of her wedding.

March 6th 1966
"Ivy Neck"

MISS ADELAIDE F. COLHOUN
CUMBERSTONE ROAD
HARWOOD P. O.
MARYLAND

Mr. W. Gibbs McKinney
1723 Munsey Building
Baltimore, Maryland 21203

Dear Mr. McKinney,

I have read over the draft of my will which you prepared for me, and find it satisfactory with a few exceptions I should like my full name used Adelaide Forbes Colhoun -

I am enclosing a list of items for disposition to certain individuals, and will ask that you leave a space before my signature, if I should want to add to this list.

I would like to replace Ernie Cory as my executor by naming Bob Cheston (Robert M) I have discussed this with Ernie, and he understands perfectly; any reason for making this change.

MISS ADELAIDE F. COLHOUN
CUMBERSTONE ROAD
HARWOOD P. O.
MARYLAND

I plan to sell a small amount of the Locust Point property to Bill Murray and Bob Cheston, so that they can build on Ivy Neck. They are giving me non-interest bearing Notes, as part payment for the land and I wish a provision in the will which will forgive these Notes at my death.

I gave the draft of the will to Bob Cheston to read over and he has made some comments which I am also enclosing. I would appreciate your making the necessary changes that he has suggested unless you know of a reason why this should not be done -

Should you have any questions, please don't hesitate to contact me.

With kind regards, and appreciation of all that you have done in my behalf.

Yours truly,
Adelaide F. Colhoun

BOOK 196 PAGE 316

MISS ADELAIDE F. COLHOUN
CUMBERSTONE ROAD
HARWOOD P. O.
MARYLAND

BOOK 196 PAGE 317

Bequests-

To John M. Colhoun (my nephew) all interest that I have in the Ivy Neck property. Any securities that I own that are not held in trust; My household, silver, and personal effects unless otherwise designated.

To my cousin Alicia Lifpitt. for her use during her life and then to go to my nephew John M. Colhoun- My grandmothers picture painted like a miniature, my Grandmothers silver teapot-and repousse L.A. water or sauce pitcher.

To Eleanor Burwell Morris a parcel of land of 4.16 acres adjoining the Colhoun property

To Anne Chester Morris a small mahogany dining table.

To William Y Murray 3rd a mahogany work table.

To George H. Bengies his mahogany bureau in my room.

MISS ADELAIDE F. COLHOUN
CUMBERSTONE ROAD
HARWOOD P. O.
MARYLAND

Robert Margaret & Elizabeth (twins) Faith

To my God daughter Margaret McNeely the sum of Too.oo

To my Goddaughter Donna Ed Bryan Faith Bryan Caldwell the sum of Too.oo.

To Doris Bowers, and to George Bowers, My loyal friends and faithful servants- each the sum of Too.oo-

To my niece Betty Colhoun my Sheffield Silver basket-

The Cluster pearl top-to me by my brother Foster Colhoun with the request that it be given to a Madeira.

To Sally Rhodes Silver Teapot & Water Pitcher- & Fork- marked S.C.M. matching one given her at the time of her wedding

Mount Calvin Claire

ELEANOR BURWELL MORRIS	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN M. COLHOUN, INDIVIDUALLY, ETC., ET AL	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 20,591
Defendant	*	

* * * * * * * * * * *

REPORT OF EXAMINER AND MASTER

This Bill of Complaint asks the Court to construe certain provisions of a Will and Codicil. It is filed by a beneficiary against all other possible beneficiaries, the Executors and the Trustees named in the Will. Certain of the Defendants are minors and an attorney was appointed to represent them. All Defendants have filed answers substantially admitting the pertinent allegations of the Bill of Complaint.

Testimony was taken June 30, 1972, and counsel for all parties were present. The pleadings and evidence disclose that Adelaide Forbes Colhoun died a resident of Maryland in December of 1969, and by her Last Will and Testament, the bulk of her estate was left to Trustees for the benefit of a nephew and his descendants, all of whom, including possible unborn descendants, are made parties. The bulk of the estate is disposed of in this manner by a residuary clause in the Will. A Codicil to the Will purports to devise to the Plaintiff a parcel of land "comprising four and sixteen hundred (4.16) acres, more or less, which parcel is described as parcel number 8 on a plat of 'Ivy Neck Farm, the Adelaide Forbes Colhoun Property' prepared by J.R. McCrone, Jr., Inc., Registered Surveyors, dated June, 1964, revised March 16, 1966." However, the evidence further discloses that the parcel designated number 8 on the said plat had been conveyed to one

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Sally B. Whall and husband (sister and brother-in-law of the Plaintiff) approximately one year prior to the execution of the Codicil.

By a letter in the handwriting of the Testatrix addressed to the Plaintiff is the statement "I am enclosing a little sketch of the property between Sally Morris and the end of Locust Point, the lot next to Sally Morris for you and Stuart, and then Bill and Bob." Other evidence discloses that Sally Morris is also known as Sally Whall, and that "Bill" and "Bob" are other relatives of the Testatrix. Further, a letter in the handwriting of the Testatrix addressed to her attorney who drafted her Will states that she wants to leave to the Plaintiff "a parcel of land of 4.16 acres adjoining the Whall property." The only property owned by the Testatrix at the time of her death which is adjacent to the property owned by Sally Whall and her husband is designated as parcel number 9 on Examiner's Exhibit No. 1 filed herein and contains 4.38 acres of land, more or less. It is obvious from the evidence that it was this parcel which the Testatrix intended to devise to the Plaintiff.

Unless the Ten Day Rule is waived, this case will be ready for decree ten days from the date of the filing of this report and the attached form of decree is recommended.

MALCOLM B. SMITH
Examiner and Master

4/5

ELEANOR BURWELL MORRIS	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN M. COLHOUN, Individually, etc., et al	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 20,591
Defendants	*	

* * * * * * * * * * *

DECREE OF COURT

The above case coming on for hearing and being submitted, testimony having been taken before an Examiner and Master of this Court, his report and the proceedings were read and considered. It is thereupon this 1ST day of AUGUST, 1972, by the Circuit Court for Anne Arundel County, Adjudged, Ordered and Decreed: That Item Three of the first Codicil to the Last Will and Testament of Adelaide Forbes Colhoun, filed in these proceedings as Examiner's Exhibit No. 5 shall hereafter be construed to read as follows:

"ITEM THIRD: I hereby devise unto Eleanor Burwell Morris, if she survives me, a parcel of land from Ivy Neck Farm comprosing four and thirty-eight hundred (4.38) acres, more or less, which parcel is described as parcel number 9 on a plat of Ivy Neck Farm, the Adelaide Forbes Colhoun property, prepared by J.R. McCrone, Jr., Inc., Registered Surveyors, dated June, 1964, revised March 16, 1966. If Eleanor Burwell Morris predeceases me, this devise shall lapse, and the said real estate shall be and become a part of my residuary estate."

AND IT IS FURTHER ORDERED: That John M. Colhoun, Robert N. Lucke and Mercantile Safe Deposit and Trust Company, Trustees under the Will of Adelaide Forbes Colhoun, be, and they are hereby, authorized and directed to make conveyance of the aforesaid real estate to the said Eleanor Burwell Morris.

4/6

AND IT IS FURTHER ORDERED: That the aforesaid Trustees shall pay one-half of the costs of these proceedings from the trust estate of Adelaide Forbes Colhoun and the remaining one-half of said costs shall be paid by Eleanor Burwell Morris.

E. Maxwell Childs
JUDGE

47.

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BOOK 196 PAGE 322

LYNNE SCHAUER and JEFFREY F. SCHAUER Box 218, Rte. 1 Crownsville, Maryland 21032 Plaintiffs	*	IN THE CIRCUIT COURT
vs	*	FOR
EDWARD L. TODD c/o Caroline B. Reuter Herald Harbor Crownsville, Maryland 21032	*	ANNE ARUNDEL COUNTY
and	*	
HERALD HARBOR BUILDING & LOAN ASSOCIATION, INC., a body corporate c/o Myron S. Cotton, President Crownsville, Maryland 21032	*	
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN LOTS 27 AND 28, BLOCK 137, SECTION D, HERALD HARBOR AS DESCRIBED IN THIS BILL OF COMPLAINT Defendants	*	NO. 30,850 EQUITY

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That on or about April 5, 1971, the Certificate of Tax Sale attached hereto, was issued to Lyn Schauer and duly assigned to Plaintiffs herein, by Donald P. Carter, Collector of Taxes for the State of Maryland and the County of Anne Arundel, in accordance with the provisions of Section 83 of Article 81 of the Annotated Code of Maryland (1957 Edition) and said Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> CERTIFICATE No. 1,700.
> All those lots of ground situate in the Second Assessment District of Anne Arundel County being designated as Lots 27 and 28, Block 137, as shown on a plat entitled "Herald Harbor on the Severn", amended map of Section D, said plat being recorded among the Plat Records of said County in Plat Book 4, Page 7.
> Being the same lots which were conveyed to Edward L. Todd by Herald Harbor, Incorporated by Deed dated May 15, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 30, folio 38, being the same lots described less particularly in said Certificate. On April 5, 1971, the date of the Collector's Sale, the said lots were assessed to "Todd, E.L. Sr." whose last known address was c/o Caroline B. Reuter, Herald Harbor, Crownsville, Maryland,

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According to the Land, Equity and Orphans Court Records of Anne Arundel County the title to said lots is still vested in said person, subject to the Tax Sale mentioned in the Certificate and subject to a mortgage dated May 16, 1931, recorded among the aforesaid Land Records in Liber F.S.R. No. 85, folio 44, to Herald Harbor Building & Loan Association, Inc., whose charter was forfeited in the year 1943, according to the record of the State Department of Assessments and Taxation. The amount due on the date of this sale was $193.41.

3. That the aforesaid lots have not been redeemed by any party in interest, although more than one (1) year and one (1) day from the date of the Sale has elapsed.

4. The Plaintiffs pray for an Order of Publication directed to all parties in interest in the hereinbefore described lots.

5. To redeem these lots it is necessary for the Defendants to pay the sum as set out after the description of said lots with interest from the day of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs and all reimbursements due the Plaintiffs under Section 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and Amendments thereto.

TO THE END THEREFORE,

(a) That this Court may pass a final decree foreclosing all rights of redemption of the Defendants and of any person or persons claiming by, through or under them, in and to the lots described herein.

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

John H. Hopkins, IV
Attorney for Plaintiffs
228 Main Street
Annapolis, Maryland 21401
Tel: 301-263-3551

BOOK 196 PAGE 324

№ 1700

CERTIFICATE OF TAX SALE

I, **Donald P. Carter**, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on **April 5, 1971**, I sold to Lyn Schauer Box 218, Rt. 1, Crownsville, Md. 21032 at public auction for the sum of $400.00 Dollars and 00 Cents, of which $193.41 Dollars has been paid as a deposit on the property in District 7 described as Lots 27-28, Blk. 137, Sec. II, Jonas Herald Harbor

2-413-11669000

and assessed to C. L. Todd, Sr.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After **April 6, 1972**, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this **5th day of April, 1971.**

Donald P. Carter

Controller and Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this **5th day of April, 1971**, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **Donald P. Carter** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W. Krumbe

Notary Public.

My Commission Expires July 1, 1974.

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P. CO. 75031

BOOK 196 PAGE 325

For Value Received,
I hereby assign all my right, title and interest in the within Certificate to Lynne Schauer and Jeffrey F. Schauer, her husband.

Witness my hand and seal this 30 day of April, 1972.

Witness:

Jeanette M Twomey

Lyn Schauer
Lyn Schauer

BOOK 196 PAGE 326

LYNNE SCHAUER and JEFFREY F. SCHAUER Box 218, Rte. 1 Crownsville, Maryland 21032 Plaintiffs	*	IN THE CIRCUIT COURT
vs	*	FOR
EDWARD L. TODD c/o Caroline B. Reuter Herald Harbor Crownsville, Maryland 21032 and	*	ANNE ARUNDEL COUNTY
HERALD HARBOR BUILDING & LOAN ASSOCIATION, INC., a body corporate c/o Myron S. Cotton, President Crownsville, Maryland 21032	*	
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN LOTS 27 AND 28, BLOCK 137, SECTION D, HERALD HARBOR AS DESCRIBED IN THIS BILL OF COMPLAINT. Defendants	*	NO. 20,850 EQUITY

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, to the Plaintiffs in this proceeding.

All those lots of ground in the Second Assessment District of Anne Arundel County designated as Lots Nos. 27 and 28, Block 137, Section D, as shown on a Plat of "Herald Harbor on the Severn", recorded among the Plat Records of Anne Arundel County in Plat Book 4, page 7, being the same lots which were conveyed to Edward L. Todd by Deed dated May 15, 1925 and recorded among the Land Records of said County in Liber W.M.B. 30, folio 38.

The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON this 3rd day of ~~April~~ May, 1972, by the Circuit Court for Anne Arundel County, in Equity, ORDERED , that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks,

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before the 13th day of July, 1972, warning all persons interested in said property to be and appear in this Court on or before the 13th day of July, 1972, and redeem the said property described in this proceeding and answer the Bill of Complaint or thereafter a Final Decree will be rendered foreclosing all rights of redemption in said property, and vesting in Plaintiffs a title free and clear of all encumbrances.

Marjorie A. Holt
Clerk

John H. Hopkins, IV
228 Main St.
Annapolis, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 20,850
EQUITY

LYNNE SCHAUER and Jeffrey F. SCHAUER Box 218, Rte. 1 Crownsville, Maryland 21032, Plaintiffs
vs
EDWARD L. TODD c/o Caroline B. Reuter Herald Harbor, Crownsville, Maryland 21032 and HERALD HARBOR BUILDING & LOAN ASSOCIATION, INC., a body corporate c/o Myron S. Cotton, President Crownsville, Maryland 21032
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN LOTS 27 and 28, BLOCK 137, SECTION D, HERALD HARBOR AS DESCRIBED IN THIS BILL OF COMPLAINT. Defendants

Order of Publication

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The Bill states among other things that the amounts necessary for redemption have not been paid, although more than a year and day from the date of sale has expired.

IT IS THEREUPON this 3rd day of May 1972, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, before the 13th day of July, 1972, warning all persons interested in said property to be and appear in this Court on or before the 13th day of July, 1972, and redeem the said property described in this proceeding and answer the Bill of Complaint or thereafter a Final Decree will be rendered foreclosing all rights of redemption in said property, and vesting in Plaintiffs a title free and clear of all encumbrances.

Marjorie S. Holt
Clerk

True Copy
Test:
Marjorie S. Holt
Clerk

June 1

BOOK 196 PAGE 328

IN THE C...CUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

ANNE ARUNDEL TIMES

GLEN BURNIE, MD., June 6 19 72

THIS IS TO CERTIFY, that the annexed advertisement of
ORDER OF PUBLICATION

was inserted in THE ANNE ARUNDEL TIMES a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 2nd. day of June 19 72, that is to say the same was inserted in the issues of

May 11,18,25, June 1, 1972

ANNE ARUNDEL TIMES, INC. Publishers

By Frances J. Jackson

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BOOK 196 PAGE 329

LYNNE SCHAUER and JEFFREY F. SCHAUER	*	IN THE CIRCUIT COURT
Plaintiffs	*	
vs	*	FOR
EDWARD L. TODD	*	
and	*	ANNE ARUNDEL COUNTY
HERALD HARBOR BUILDING & LOAN ASSOCIATION, INC. a body corporate	*	
Defendants	*	No. 20,850 EQUITY

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

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

John H. Hopkins, IV, Solicitor for the Plaintiffs herein, does hereby Certify that on the 4th day of May, 1972, he caused a copy of Bill of Complaint and the Order of Publication in the above titled Cause to be mailed by Certified Mail, Return Receipt Requested, to the Defendants, Edward L. Todd and the Herald Harbor Building & Loan Association, Inc., at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the returns from the Certified letters were as follows:

1. The receipt for the letter addressed to Edward L. Todd was signed "Mr. Edward L. Todd" by "B. Jliane", and,

2. The letter addressed to Herald Harbor Building & Loan Association, Inc., was returned marked " Bldg. & Loan no longer in Business".

The State Department of Assessments and Taxation advised your affiant that the charter of this Building and Loan Association was forfeited in the year 1943.

He further Certifies that he has checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County, the City of Baltimore and the District of Columbia, and he is unable to locate the defendants or a record of their estates; that he does not have any other addresses for the said defendants nor does he know the names or addresses of their heirs, if any, if they may be deceased, nor has he any way of ascertaining same.

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He further Certifies that he searched the Land, Equity, Law and Register pf Wills Records of Anne Arundel County as required by Section 103 of Article 81 of the Annotated Code of Maryland (1957 Edition) and that the parties Defendant in this proceeding are the only parties having an interest in the property mentioned in said Cause as shown by said Records and disclosed by said search.

Witness the hand and seal of the affiant this 17th day of July, 1972.

John H. Hopkins (Seal)
John H. Hopkins, IV
Solicitor for Plaintiffs

Subscribed and sworn to before me, this 17th day of July, 1972.

Bert E. Schenker
Notary Public

BOOK 196 PAGE 331

RECEIPT FOR CERTIFIED MAIL—30¢

No. 307977

SENT TO Mr. Edward L. Todd
c/o Caroline B. Reuter

POSTMARK OR DATE
ANNAPOLIS, MD. MAY 4 1972 USPO

STREET AND NO.
Herald Harbor

P. O., STATE, AND ZIP CODE
Crownsville, Maryland 21032

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — ☐ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee

Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** (See other side)

RECEIPT FOR CERTIFIED MAIL—30¢

No. 307978

SENT TO Herald Harbor Building and Loan Association, Inc.
c/o Myron S. Cotton, President

POSTMARK OR DATE
ANNAPOLIS, MD. MAY 4 1972 USPO

STREET AND NO.

P. O., STATE, AND ZIP CODE
Crownsville, Maryland 21032

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
- Shows to whom and date delivered — ☐ 10¢ fee
- Shows to whom, date, and where delivered — ☐ 35¢ fee

Deliver to Addressee Only — ☐ 50¢ fee

POD Form 3800 **NO INSURANCE COVERAGE PROVIDED—**

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee
(Additional charges required for these services)

RECEIPT

REGISTERED NO. CERTIFIED NO. 307977 INSURED NO.

Received the numbered article described below.

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*) Mr. Edward L Todd

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

SHOW WHERE DELIVERED (*only if requested*)

C&S—10—71648-10 GPO

FILED
1972 JUL 17 AM 11:39

JOHN H. HOPKINS IV
ATTORNEY AT LAW
228 MAIN STREET
ANNAPOLIS, MD.
21401

MAY - 8 1972

RETURN

REASON CHECKED
Unclaimed ____ Refused ____
Addressee deceased ____
Insufficient Address ____
No such street ____ number ____
No such office in state ____
Do not remail in this envelope

Bldg. & Loan No longer in Business

RETURN RECEIPT REQUESTED

CERTIFIED
No307978
MAIL

Herald Harbor Building & Loan Association, Inc.
c/o Myron S. Cotton, President
Crownsville, Maryland 21032

RETURN RECEIPT REQUESTED

BOOK 196 PAGE 332

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 17th day of July, 19 72, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Lynne Schauer and
Jeffrey F. Schauer

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

Edward L. Todd

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 17th day of July, 19 72.

Notarial Seal

John H. Hopkins, IV Notary Public.

My Commission will expire on:
July 1, 1974

Filed,

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1972 JUL 17 AM 11:39

BOOK 196 PAGE 333

LYNNE SCHAUER and JEFFREY F. SCHAUER	*	IN THE CIRCUIT COURT
Plaintiffs	*	
vs	*	FOR
EDWARD L. TODD	*	ANNE ARUNDEL COUNTY
and	*	
HERALD HARBOR BUILDING & LOAN ASSOCIATION, INC. a body corporate		No. 20,850 EQUITY
Defendants	*	

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued in these proceedings having been duly published in the Anne Arundel Times, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants, Edward L. Todd and Herald Harbor Building & Loan Association, Inc, and other persons having or claiming to have any interest in the property which is the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is upon this 19th day of July, 1972, by the Circuit Couty for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Edward L. Todd and Herald Harbor Building and Loan Association, Inc., their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which are the subject matter of these proceedings.

Ln. Hawey Boardmore
Judge

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1972 JUL 19 PM 3:53

BOOK 196 PAGE 334

LYNNE SCHAUER and JEFFREY F. SCHAUER	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
VS	*	
EDWARD L. TODD and	*	ANNE ARUNDEL COUNTY
HERALD HARBOR BUILDING & LOAN ASSOCIATION, INC. a body corporate	*	
Defendants	*	No. 20,850 EQUITY

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

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

IT IS THEREUPON, this 23rd day of August, 1972, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Edward L. Todd and Herald Harbor Building & Loan Association, Inc., a body corporate, their heirs at law and other persons claiming by, through or under them, in and to the properties described in these proceedings, be and the same is hereby barred and foreclosed.

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

3. That, upon payment to him of the balances, if any, due on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subject to the date of sale, Donald P. Carter, Controller of Anne Arundel County, shall execute a deed conveying said properties to the Plaintiffs.

4. That the Plaintiff shall pay the costs of these proceedings.

James L. Wray
Judge

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1972 AUG 23 PM 2:25

BOOK 196 PAGE 335

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FLORENT B. HUGHES and PEGGY GUTHRIE, Trustees	)	
v.	)	Equity No. 20,828
CLARENCE E. CARTER and LOUISE F. CARTER	)	

MRS. MARJORIE HOLT, CLERK:

You will kindly docket suit in an action in foreclosure, file the original Deed of Trust herewith handed you, the statement of mortgage debt, and enter my appearance for the Trustees.

C. Jared Hale
1156 Fifteenth Street, N.W.
Washington, D. C. 20005
296-4850

4523 Dabney Drive
Rockville, Maryland 20853

Attorney for Trustees

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72 APR 17 AM 9:04

FHA FORM NO. 2127m
Rev. June 1969

LIBER 2425 PAGE 92

BOOK 196 PAGE 336
APP. NO. 15891

DEED OF TRUST

THIS DEED, made this 6th day of JULY, 1971, by and between CLARENCE E. CARTER and LOUISE F. CARTER, his wife of 18 Parole Street, Annapolis, Maryland 21401. party of the first part and FLORENT B. HUGHES and PEGGY GUTHRIE, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto THOMAS J. FISHER AND COMPANY, INCORPORATED, whose post office address is 2000 L Street, N.W., Washington, D. C. 20036, a corporation organized and existing under the laws of District of Columbia, in the principal sum of Thirteen Thousand Five Hundred and 00/100---------- Dollars ($ 13,500.00), with interest from date at the rate of seven per centum (7 %) 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 Ninety-Five and 42/100---------- ----------Dollars ($ 95.42), commencing on the first day of September, 1971, 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 August, 1996. All of the aforesaid sum of money being for the purchase 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, known and distinguished as 18 Parole Street

BEGINNING for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot No. 32, 159 feet to the place of beginning. Being Lot No. 31, according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 41.

SAVING AND EXCEPTING, all that lot of ground described in a Deed dated November 22, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP 1989, folio 476 was granted and conveyed by PHILLIP F. RICHMOND, et al unto THE MAYOR AND ALDERMAN OF THE CITY OF ANNAPOLIS.

BEING al that lot of ground which by Deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by PHILLIP E. RICHMAN unto the parties of the first part herein.

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AUG-4-71 FEE PAID $6.00 ARC
ANNE ARUNDEL COUNTY
JOHN C. HOLT, CLERK

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.

1400

By the execution of this instrument, Mortgagors, Grantors or parties of the first part (whichever applies) certify and acknowledge that prior thereto they have received ~~both a fully executed agreement as to the contractual rate of interest and~~ a loan disclosure statement in connection with the loan secured hereby ~~both~~ as required by Article 49 of the Annotated Code of Maryland.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns in fee simple. ALSO TOGETHER with each and every of the interior and exterior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection therewith and all additions and replacements thereto, including, without limitation, the following described items, all of which shall be deemed to be fixtures and a part of the realty covered by this Deed of Trust: RANGE

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 their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND 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 their cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of $5.00, plus 50 cents for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two Trustees.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell. and in case of any default of any purchaser, to resell, at public auction, for cash, 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 in fee simple, 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: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or 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; Secondly, 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; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note 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 Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) 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) 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 Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

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

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge(in lieu of mortgage insurance premium), as the case may be;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) 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 two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments, but in no event shall such "late charge" exceed the limitations imposed by Article 49 of the Annotated Code of Maryland as of the date hereof.

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

4. That he will pay all taxes, assessments, water rates and other governmental or muncipal charges, fines or impositions, and costs, expenses and charges of attorneys for services in any legal proceeding wherein Trustee shall be made a party by reason of this Deed of Trust, 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 on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

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

7. The party of the first part further agrees that should this Deed of Trust 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 Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 day time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That 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 full legal interest.

9. That if any suit, action, or procceding 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 of funds

which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

11. The party of the first part covenants and agrees that so long as this Deed of Trust 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 holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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 parties of the first part on the day and year first above written.

Witness:

Clarence E. Carter [SEAL]
CLARENCE E. CARTER

[SEAL]

Louise F. Carter [SEAL]
LOUISE F. CARTER

[SEAL]

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

I HEREBY CERTIFY, that on this the 6th day of JULY, 1971, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared CLARENCE E. CARTER and LOUISE F. CARTER, 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 purposes therein contained.

~~At the same time, also personally appeared~~ ~~, the~~ of the party secured by the aforegoing deed of trust, and made oath in due form of law that the consideration of said deed of trust is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named party of the first part or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this deed of trust; and he further made oath that he is the agent of ~~the party secured by the aforegoing deed of trust and as such is~~ duly ~~authorized to make this affidavit~~.

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

My commission expires:
July 1, 1974

JANICE M. WOOD Notary Public NOTARY PUBLIC BALTIMORE MD.

This form may be used as the security instru

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 6 day of July, 19~~69~~71, before me, the subscriber, a Notary Public in and for District, personally appeared Florent B. Hughes, Vice President of Thomas J. Fisher and Company, Incorporated, the party secured by the aforegoing Deed of Trust, and made oath in due form of law that the consideration recited in said deed of trust ($13,500) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named part of the first part, or the person responsible for the disbursement of funds in the closing transaction, or their respective agent, at a time no later than the final and complete execution of this Deed of Trust.

WITNESS my hand and notarial seal the day and year last above written.

My Commission Expires Nov. 30, 1973
My Commission Expires: _____ Notary Public

STATE OF MARYLAND
LOAN NO.

Deed Of Trust

CLARENCE E. CARTER and LOUISE F. CARTER

TO

FLORENT B. HUGHES and PEGGY GUTHRIE

THE MONUMENTAL TITLE COMPANY
91 AQUAHART ROAD
Mailed to GLEN BURNIE, MARYLAND 21061

RECEIVED FOR RECORD on the day of A.D. 19 , at o'clock and recorded in Liber No. one of the Land Examined by

THE MONUMENTAL TITLE COMPANY
91 AQUAHART
GLEN BURNIE, MARY 21061

BOOK 196 PAGE 340

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

In the Matter of the Deed of Trust from)
CLARENCE E. CARTER and LOUISE F. CARTER)
to FLORENT B. HUGHES and PEGGY GUTHRIE,) EQUITY NO. 20,828
Trustees)

District of Columbia, to wit:

I hereby certify that on this 11 day of April, 1972, personally appeared before me, a Notary Public in and for the District of Columbia, JAMES E. STUNKLE, Treasurer of Thomas J. Fisher and Company, Incorporated, the holder of the note secured by deed of trust filed in these proceedings, and made oath in due form of law that there is due upon said note the principal sum of Thirteen Thousand Four Hundred Eighty-three Dollars and Thirty-three Cents ($13,483.33) with interest at 7% per annum from the 1st day of September, 1971, and escrows of $27.09 per month and late charges of $2.45 per month from October 1, 1971.

Subscribed and sworn to before me this 11 day of April, 1971.

Notary Public, District of Columbia

My Commission Expires: 11-30-73

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FILED
72 APR 17 AM 9:04
72 APR 17 AM 9:04

BOOK 196 PAGE 341

The Travelers Indemnity Company

Hartford, Connecticut

BOOK 16 PAGE 70

(A STOCK COMPANY)

Bond No. 1814025

Equity 20,828

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we Florient B. Hughes and Peggy Guthrie of Washington, D. C. and THE TRAVELERS INDEMNITY 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 Fourteen Thousand Five Hundred and 00/100 ($14,500.00)----------Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of April, in the year of our Lord one thousand nine hundred and seventy-two.

WHEREAS, BY DEED OF TRUST, dated the 6th day of July, nineteen hundred and seventy-one, and left to be recorded among the land Records of Anne Arundel County, Md. on the 4th day of August, 19 71, in liber No. 11, Folio 41 Clarence C. Carter & Louise F. Carter did grant, bargain and sell, assign and transfer unto Florient B. Hughes and Peggy Guthrie

Trustee.s, as therein named them (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Florient B. Hughes and Peggy Guthrie

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Florient B. Hughes and Peggy Guthrie

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

(SEAL)

(SEAL)

THE TRAVELERS INDEMNITY COMPANY

By G. H. Hudson, *Attorney-in-Fact.*

Bond approved this 17th day of April, 1972

Marjorie S. Hall, Clerk

FILED

72 APR 17 PM 9 04

S-745 PRINTED IN U.S.A. 9-29-41

BOOK 196 PAGE 342

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

No. 20,828 Equity

OFFICE OF

ANNE ARUNDEL TIMES

GLEN BURNIE, MD., May 19 19 72

THIS IS TO CERTIFY, that the annexed advertisement of

TRUSTEES SALE

was inserted in THE ANNE ARUNDEL TIMES a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 18th day of May 1972, that is to say the same was inserted in the issues of

May 4,11,18,1972

ANNE ARUNDEL TIMES, INC. Publishers

By Frances G. Jackson

FILED

1972 MAY 22 AM 10: 23

Law Offices
McKenna & Fitting
1156 – 15th Street, N.W.
Washington, D.C. 20005

Trustees Sale

of

Valuable, Improved Real Estate, located in Anne Arundel County, Maryland, improved by premises known as 18 Parole Street, Annapolls, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Clarence E. Carter and Louise F. Carter to the undersigned Trustees dated the 6th day of July, 1971 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2425 Page 92 and at the request of the party secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustees will sell at public auction in front of the Court House door in Annapoiis, Maryland on Tuesday May 23 1972, at 10:00 A.M., property described in the Deed of Trust as foilows: Beginning for the same at a polnt on the west side of Paroie Street, at the southeast corner of Lot No. 32, as iaid down on the piat hereinafter mentioned; and running thence along the westeriy side of Paroie Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasteriy, paraliel with the second line hereof, and binding on Lot 32, 159 feet to the place of beginning. Being Lot No. 31, according to a piat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundei County in Plat Book 11, page 41. Saving and excepting, aii that iot of ground described in a Deed dated November 22, 1965 and recorded among the Land Records of Anne Arundei County in Liber LNP 1989, folio 476 was granted and conveyed by Phiiiip F. Richmond, et al unto the Mayor and Aiderman of the City of Annapoiis.

This property is improved by a two story residence containing three bedrooms and one bath.

Terms of Sale

A deposit by cash, certified check, or check acceptabie to the Trustees in the amount of $2,000 will be required of the purchaser at the time of sale. The baiance in cash, with interest at 8 per centum per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of saie.

Except that if the Hoider of the Note secured by the foregoing Deed of Trust is the successful bidder in this sale, no cash deposit shall be required and the entire indebtedness, inciuding interest and costs, secured by the foregoing Deed of Trust, may be set off against the purchase price.

Adjustments on aii taxes, public charges, and speciai or regular assessments wiil be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State revenue stamps, County and State transfer tax, and ail other costs incident to settlement are to be paid by the purchaser. The property wiil be sold subject to covenants and restrictions of record.

Compiiance with the terms of sale shall be made within 10 days after final ratification of saie or deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

MCKENNA & FITTING
By: C. Jared Hale
Attorney for Noteholder
Florent B. Hughes
Peggy Guthrie
Trustees

May 18

BOOK 196 PAGE 343

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FLORENT B. HUGHES and PEGGY GUTHRIE, Trustees

v.

CLARENCE E. CARTER and LOUISE F. CARTER

Equity No. 20,828

AFFIDAVIT OF MAILING

City of Washington, District of Columbia to wit:

I hereby certify that on this 22nd day of May, 1972, personally appeared before me, a Notary Public in and for the City of Washington in the District of Columbia, C JARED HALE, Attorney for the Trustees in the above entitled cause, who made oath in due form of law that on May 14, 1972, he mailed to CLARENCE E. CARTER and LOUISE F. CARTER, the mortgagors in the above entitled cause, by registered mail to said mortgagors' last known address, a notice of the time, place, and terms of sale, and that the provisions of Rule W74 a 2(b) of the Maryland Rules have been compled with.

C Jared Hale

FILED
1972 MAY 23 AM 9:51

Subscribed and sworn to before me this 22nd day of May, 1972.

Berniece J. Mott, Notary Public

My commission expires October 1, 1975

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.

[X] Show to whom, date and address where delivered

[ ] Deliver ONLY to addressee

RECEIPT

Received the numbered article described below.

REGISTERED NO. 122726

CERTIFIED NO.

INSURED NO.

DATE DELIVERED 5-11-72

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*) Clarence Louise Carter

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Ralph Hill

3 SHOW WHERE DELIVERED (*only if requested*)

055—16—71546-11 347-199 IPO

BOOK 196 PAGE 344

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Florent B. Hughes and Peggy Guthrie, Trustees	)	
v.	)	Equity No. 20,828
Clarence E. Carter and Louise F. Carter	)	

AFFIDAVIT OF NON-MILITARY SERVICE

DISTRICT OF COLUMBIA:

ANNE ARUNDEL COUNTY, STATE OF MARYLAND } ss:

I hereby certify that, on this 8th day of June, 1972, in and for the District of Columbia, 19 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Peggy Guthrie, Trustee

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendants

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

Clarence E. Carter and Louise F. Carter are to the best of my knowledge employed respectively by the CocaCola Bottling Company and by the Coin-Op Laundry, both of Annapolis, 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 eighth day of June, 1972.

Notarial Seal

Berniece J. Mott

Notary Public.

My Commission will expire on: October 1, 1975

Filed,

FILED

1972 JUN -9 AM 9:37

AMERICAN AUCTION CORPORATION
P. O. BOX 33002
DISTRICT HEIGHTS, MARYLAND 20028
TELEPHONE: (301) 736-5666

May 23, 1972

ACCOUNT SALES Of Premises 18 Parole Street, Annapolis, Anne Arundel County, Maryland

SOLD FOR ACCOUNT OF Florent B. Hughes and Peggy Guthrie, Trustees.

This is to certify that the property described in the attached advertisement was sold at public auction to:

Thomas J. Fisher & Co.,Incorporated

for..... $14,982.98

upon the terms and conditions as set forth in said advertisement.

** CHARGES **

To Auctioneer $35.00

Hugh A. MacNeil

Hugh A. MacNeil, G.R.I.
Auctioneer-Appraiser

Law Offices
McKenna & Fitting
1156 — 15th Street, N.W.
Washington, D.C. 20005

Trustees Sale

of

Valuable, Improved Real Estate, located in Anne Arundel County, Maryland, improved by premises known as 18 Parole Street, Annapolis, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Clarence E. Carter and Louise F. Carter to the undersigned Trustees dated the 6th day of July, 1971 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2425 Page 92 and at the request of the party secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustees will sell at public auction in front of the Court House door in Annapolis, Maryland on Tuesday May 23 1972, at 10:00 A.M., property described in the Deed of Trust as follows: Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot 32, 159 feet to the place of beginning. Being Lot No. 31, according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 41. Saving and excepting, all that lot of ground described in a Deed dated November 22, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP 1989, folio 476 was granted and conveyed by Phillip F. Richmond, et al unto the Mayor and Alderman of the City of Annapolis.

This property is improved by a two story residence containing three bedrooms and one bath.

Terms of Sale

A deposit by cash, certified check, or check acceptable to the Trustees in the amount of $2,000 will be required of the purchaser at the time of sale. The balance in cash, with interest at 8 per centum per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of sale.

Except that if the Holder of the Note secured by the foregoing Deed of Trust is the successful bidder in this sale, no cash deposit shall be required and the entire indebtedness, including interest and costs, secured by the foregoing Deed of Trust, may be set off against the purchase price.

Adjustments on all taxes, public charges, and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State revenue stamps, County and State transfer tax, and all other costs incident to settlement are to be paid by the purchaser. The property will be sold subject to covenants and restrictions of record.

Compliance with the terms of sale shall be made within 10 days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

MCKENNA & FITTING
By: C. Jared Hale
Attorney for Noteholder
Florent B. Hughes
Peggy Guthrie
Trustees

May 18

FILED
1972 JUN -9 AM 9:37

BOOK 196 PAGE 346

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

FLORENT B. HUGHES &	)	
PEGGY GUTHRIE, Trustees	)	
vs.	)	Equity No. 20,828
CLARENCE E. CARTER &	)	
LOUISE F. CARTER	)	

REPORT OF SALE

DISTRICT OF COLUMBIA, to wit:

The report of PEGGY GUTHRIE, Trustee by virtue of the power and authority contained in a Deed of Trust from Clarence E. Carter and Louise F. Carter, dated the 6th day of July, 1971, and recorded in Liber 2425, Page 92, among the Land Records of Anne Arundel County, Maryland, upon default and request by the party secured to make sale of certain real estate therein mentioned, respectfully show:

1. That after having given bond with surety for the faithful performance of her trust, and after having complied with all of the other prerequisites as required by law, and after having given notice of the time, place and manner and terms of sale by advertisement inserted in the Anne Arundel Times, a weekly newspaper published in Anne Arundel County, Maryland, for at least once in each week for three successive weeks before the day of sale, did pursuant to said notice, personally attend in front of the Anne Arundel Court House, Annapolis, Maryland, on the 23rd of May 1972, at 10:00 a.m. and then and there proceeded to sell the property in the manner following, that is to say: the Trustee offered at public sale to the highest bidder the said property situated as aforesaid and described as follows: Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street

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1972 JUN -9 AM 9:37

south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot 32, 159 feet to the place of beginning. Being Lot No. 31, according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 41, Saving and excepting, all that lot of ground described in a Deed dated November 22, 1965, and recorded among the Land Records of Anne Arundel County in Liber LNP 1989, folio 476 was granted and conveyed by Phillip F. Richmond, et al unto the Mayor and Alderman of the City of Annapolis.

This property is improved by a two story residence containing three bedrooms and one bath. Your Trustee sold the above described property to Thomas J. Fisher & Company, Incorporated for the sum of $14,982.98, Fourteen Thousand Nine Hundred Eighty Two and Ninety-Eight as will more fully appear by the Auctioneer's certificate hereto attached as Exhibit A; it being at that sum the highest bidder therefor; the said purchaser Thomas J. Fisher & Company, Incorporated being the holder of the Note and the persons secured by the above said Deed of Trust, the said sum of $14,982.98, Fourteen Thousand Nine

Hundred Eighty Two and Ninety-Eight is to be applied on account of the mortgage debt in accordance with the terms of the sale.

Respectfully submitted,

Peggy Guthrie, Trustee

C. Jared Hale
Attorney for Trustee
1156 15th Street, N.W.
Washington, D.C. 20005

DISTRICT OF COLUMBIA, to wit:

Personally appeared before me a Notary Public in and for the District of Columbia, this 15 day of June, 1972, PEGGY GUTHRIE, Trustee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

Notary Public Berniece J. Mott

My Commission expires: October 1, 1975

C. Jared Hale, Esq.
1156 Fifteenth Street, N. W.
Washington, D. C. 20005

BOOK 196 PAGE 349

Anne Arundel
Time
June 15th Edit.

ORDER NISI

FLORENT B. HUGHES &
PEGGY GUTHRIE, TRUSTEES

versus

CLARENCE E. CARTER &
LOUISE F. CARTER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 20,828 Equity

Ordered, this 9th day of June, 19 72, That the sale of the property in these proceedings mentioned made and reported by Peggy Guthrie, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of July next.

The report states that the amount of sale was $ 14,982.98

Marjorie S. Haet Clerk.

True Copy,

TEST: Clerk.

(Final Order)

PEGGY GUTHRIE, TRUSTEE

versus

CLARENCE E. CARTER &
LOUISE F. CARTER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of July, 1972 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.

J. Harvey Beardmore
JUDGE.

EQ-15

FILED
1972 JUL 18 PM 3:27

BOOK 196 PAGE 350

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

FLORENT B. HUGHES &	)	
PEGGY GUTHRIE, Trustees	)	
vs.	)	Equity No. 20,828
CLARENCE E. CARTER &	)	
LOUISE F. CARTER	)	

AFFIDAVIT

Comes Now, C. Jared Hale, being first duly sworn under oath, deposes and says:

1. That he is the attorney for the purchaser from the trustee of the property located at 18 Parole Street, Annapolis, Maryland.
2. That there are no other interested parties as principals in the purchase of the above identified property.
3. That said affiant has not directly nor indirectly discouraged anyone from bidding for said property.

C. Jared Hale

Subscribed and sworn to before me this 12th day of June, 1972.

Berniece J. Mott

Berniece J. Mott, Notary Public

My commission expires: October 1, 1975

FILED

1972 JUN 14 AM 9:55

BOOK 196 PAGE 351
BOOK 16 PAGE 84

The Travelers Indemnity Company

Hartford, Connecticut

(A STOCK COMPANY)

additional Bond No. 1814308

Additional Trustee Under Deed of Trust No. 20,828 Equity

KNOW ALL MEN BY THESE PRESENTS, That we Florent B. Hughes & Peggy Guthrie of Washington, D. C. and THE TRAVELERS INDEMNITY 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 Hundred and 00/100 ($500.00)---------- Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of June, in the year of our Lord one thousand nine hundred and seventy-two.

WHEREAS, BY DEED OF TRUST, dated the 6th day of July, nineteen hundred and seventy-one, and left to be recorded among the land Records of Anne Arundel Co.,Md. on the 4th day of August, 1971, in liber No. 11, Folio 41 Clarence C. Carter & Louise F. Carter did grant, bargain and sell, assign and transfer unto Florent B. Hughes & Peggy Guthrie

Trustees, as therein named them (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Florent B. Hughes & Peggy Guthrie

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Florent B. Hughes & Peggy Guthrie

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Renie K. Hall

Additional Bond approved this 22nd day of June, 1972

Marjorie L. Holt, Clerk

FILED

1972 JUN 22 PM 2:19

THE TRAVELERS INDEMNITY COMPANY

By G. H. Hudson, *Attorney-in-Fact.*

(SEAL)

(SEAL)

S-745 PRINTED IN U.S.A. 9-29-41

BOOK 196 PAGE 352 D.E. 7-3-72 R.T.W.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

ANNE ARUNDEL TIMES

GLEN BURNIE, MD., June 30 19 72

THIS IS TO CERTIFY, that the annexed advertisement of

ORDER NISI

was inserted in THE ANNE ARUNDEL TIMES a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 30th day of June 1972, that is to say the same was inserted in the issues of

June 15,22,29,1972

ANNE ARUNDEL TIMES, INC. Publishers

By Frances J. Jackson

FILED
1972 JUL -3 AM 10: 15

C. Jared Hale, Esq.
1156 Fifteenth Street, N.W.
Washington, D.C. 20005

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
No. 20,828
Equity

Florent B. Hughes &
Peggy Guthrie, Trustees

versus

Clarence E. Carter &
Louise F. Carter

Ordered, this 9th day of June 1972, that the sale of the property in these proceedings mentioned made and reported by Peggy Guthrie, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of July next.

The report states that the amount of sale was $14,982.98.

Marjorie S. Holt

True Copy,
Test:
Marjorie S. Holt

June 29

BOOK 196 PAGE 353

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

FLORENT B. HUGHES and PEGGY GUTHRIE, Trustees	)	
v.	)	Equity No. 20,828
CLARENCE E. CARTER and LOUISE F. CARTER,	)	

PETITION TO SUBSTITUTE PURCHASER

Comes Now FLORENT B. HUGHES and PEGGY GUTHRIE, Trustees, and C. JARED HALE, attorney for the purchaser of the property which was sold in the above foreclosure matter and petition the Court to substitute purchaser and for reasons therefor, state as follows:

1. The foreclosure sale of the subject property took place on May 23, 1972, at which time said property was sold to Thomas J. Fisher and Company, Incorporated, a corporation organized and existing under the laws of the District of Columbia and having its principal office in the City of Washington, D.C., that is is the desire of said purchaser to substitute the purchaser and to convey said property after final ratification to said substitute purchaser:

   The Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns.

2. That pursuant to Rule W74G3, the undersigned Trustees and attorney for Purchaser, do hereby consent to said substitution.

Florent B. Hughes, Trustee

Peggy Guthrie, Trustee

C. Jared Hale
Attorney for Purchaser

FILED

1972 JUL 20 AM 9:54

BOOK 196 PAGE 354

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

FLORENT B. HUGHES and PEGGY GUTHRIE, Trustees	)	
v.	)	Equity No. 20,828
CLARENCE E. CARTER and LOUISE F. CARTER,	)	

O R D E R

Upon consideration of the Petition to Substitute Purchaser, filed herein, it is by this Court this 20th day of July, 1972,

ORDERED

THAT the Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns, be substituted as the purchaser in the captioned matter in the place and stead of Thomas J. Fisher and Company, Incorporated, a corporation organized and existing under the laws of the District of Columbia and having its principal office in the City of Washington, D.C.

H. Harvey Boardmore

JUDGE

FILED

1972 JUL 20 PM 2:16

D

BOOK 196 PAGE 355

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

FLORENT B. HUGHES and PEGGY GUTHRIE, Trustees	)	
v.	)	Equity No. 20,828
CLARENCE E. CARTER AND LOUISE F. CARTER	)	

A F F I D A V I T

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) to wit:

I hereby certify that on this 27th day of July, 1972, personally appeared before me, a Notary Public in and for the District of Columbia, C. JARED HALE, attorney for the Trustees in the above entitled cause, who made oath in due form of law as follows:

THAT he has examined all appropriate public records and based upon said examination together with other knowledge acquired from Thomas J. Fisher and Company, Incorporated, the original lender and holder of the note and successful bidder, and the Federal Housing Administration of the Department of Housing and Urban Development, insurer of the loan, he believes that Thomas J. Fisher and Company, Incorporated held a first lien on the property foreclosed, that the bid price by Thomas J. Fisher and Company, Incorporated was $14,982.98, that the Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns was substituted as purchaser for Thomas J. Fisher and Company, Incorporated in consideration of an Insurance Agreement, that the foreclosed property was deeded to said Secretary of Housing and Urban Development of Washington, D.C. ,his successors and assigns at a cost of

FILED

1972 AUG 11 AM 10: 20

and with prepaid taxes of , and that the expenses, costs and fees shown on the attached Suggested Account are reasonable and in accordance with the terms of the Deed of Trust in this case and that the said Account should be approved and distribution of funds shown thereon authorized.

C. Jared Hale

C. Jared Hale

Subscribed and sown to before me this 27th day of July, 1972.

Berniece J. Mott

Berniece J. Mott, Notary Public

My Commission expires October 1, 1975.

SUGGESTED ACCOUNT

FHA NO.241-051806-221

Principal Balance Due		$ 13,483.33
Accrued interest through 5/23/72		699.58
Accrued late charges		19.60
Trustees fee		149.83
Attorney's fee		350.00
Auctioneer's fee (see voucher)		35.00
Advertising of sale (see voucher)		117.00
Court costs		57.00
Bond premium		58.00
Advertising of Nisi (see voucher)		20.00
Eviction fees and expenses		84.60
Liens, County real estate taxes		128.93
		15,208.87
Sales price	$ 14,982.98	
Amount in escrow	47.78	
		15,030.76
	DEFICIENCY	$ 178.11

SALE TO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

Sale price	$ 14,982.98
Recording of Deed and Certification Fee	13.00
	$ 14,995.98

BOOK 196 PAGE 358

ANNE ARUNDEL TIMES

P.O. BOX 212
ANNAPOLIS, MD. 21404

269-3300

May 19 19 72

Law Offices
McKenna & Fitting
1156- 15th Street N.W.
Washington, D.C. 20005

NO RECEIPTS UNLESS REQUESTED

BALANCE AS PER
STATEMENT RENDERED
ADVERTISING MONTH OF

TRUSTEE SALE

Published on May 4,11,18,1972

Hughes & Guthrie Vs. Carter

58½" @ $2.00.....$117.00

Thank you!
Frances J Jackard

Original certificate sent to the County Department

FILED
1972 AUG 11 AM 10: 20

BOOK 196 PAGE 359

ANNE ARUNDEL TIMES

P.O. BOX 212
ANNAPOLIS, MD. 21404

268-9300

June 30 19 72

C. Jared Hale, Esq.
1156 Fifteenth St., N.W.
Washington, D.C. 20005

NO RECEIPTS UNLESS REQUESTED

BALANCE AS PER
STATEMENT RENDERED
ADVERTISING MONTH OF

ORDER NISI

Florent B. Hughes Vs. Clarence E. Carter

Published June 15,22,29,1972.....$20.00

Thank you!

Frances G Jackson

CK #12292
July 5 '72

FILED

AUG 11 AM 10: 21

AMERICAN AUCTION CORPORATION

P. O. BOX 33002

DISTRICT HEIGHTS, MARYLAND 20028

TELEPHONE: (301) 736-5666

May 23, 1972

ACCOUNT SALES Of Premises 18 Parole Street, Annapolis, Anne Arundel County, Maryland

SOLD FOR ACCOUNT OF Florent B. Hughes and Peggy Guthrie, Trustees.

This is to certify that the property described in the attached advertisement was sold at public auction to:

Thomas J. Fisher & Co.,Incorporated

for..... $14,982.98

upon the terms and conditions as set forth in said advertisement.

** CHARGES **

To Auctioneer $35.00

Hugh A. MacNeil

Hugh A. MacNeil, G.R.I.
Auctioneer-Appraiser

Law Offices
McKenna & Fitting
1156 — 15th Street, N.W.
Washington, D.C. 20005

Trustees Sale

of

Valuable, Improved Real Estate, located in Anne Arundel County, Maryland, improved by premises known as 18 Parole Street, Annapolis, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Clarence E. Carter and Louise F. Carter to the undersigned Trustees dated the 6th day of July, 1971 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2425 Page 92 and at the request of the party secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustees will sell at public auction in front of the Court House door in Annapolis, Maryland on Tuesday May 23 1972, at 10:00 A.M., property described in the Deed of Trust as follows: Beginning for the same at a point on the west side of Parole Street, at the southeast corner of Lot No. 32, as laid down on the plat hereinafter mentioned; and running thence along the westerly side of Parole Street south 30 degrees 30 minutes West 30 feet to the northeast corner of Lot No. 30; thence running northwesterly and binding on Lot No. 30; 156 feet to the northwest corner of Lot No. 30; thence north 24 degrees east to the northwest corner of Lot No. 32; thence southeasterly, parallel with the second line hereof, and binding on Lot 32, 159 feet to the place of beginning. Being Lot No. 31, according to a plat and survey made by E. Lacy Chinn, Surveyor, in October 1907, and recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 41. Saving and excepting, all that lot of ground described in a Deed dated November 22, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP 1989, folio 476 was granted and conveyed by Phillip F. Richmond, et al. unto the Mayor and Alderman of the City of Annapolis.

This property is improved by a two story residence containing three bedrooms and one bath.

Terms of Sale

A deposit by cash, certified check, or check acceptable to the Trustees, in the amount of $2,000 will be required of the purchaser at the time of sale. The balance in cash, with interest at 8 per centum per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of sale.

Except that if the Holder of the Note secured by the foregoing Deed of Trust is the successful bidder in this sale, no cash deposit shall be required and the entire indebtedness, including interest and costs, secured by the foregoing Deed of Trust, may be set off against the purchase price.

Adjustments on all taxes, public charges, and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State revenue stamps, County and State transfer tax, and all other costs incident to settlement are to be paid by the purchaser. The property will be sold subject to covenants and restrictions of record.

Compliance with the terms of sale shall be made within 10 days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

MCKENNA & FITTING
By: C. Jared Hale
Attorney for Noteholder
Florent B. Hughes
Peggy Guthrie
Trustees

May 18

1972 AUG 11 AM 10:21

BOOK 196 PAGE 361

LAW OFFICES
McKENNA & FITTING
SUITE 418
1156 FIFTEENTH STREET, N. W.
WASHINGTON, D. C. 20005
(202) 296-4850

ALBERT M. COLE
FREDERICK F. REPETTI
C. JARED HALE

LOS ANGELES OFFICES
TWENTY-EIGHTH FLOOR
3435 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010
(213) 388-9321

SAN FRANCISCO OFFICES
986 MILLS BUILDING
220 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA 94104
(415) 433-0640

August 10, 1972

Clerk of the Circuit Court
Recording Department
Post Office Box 71
Annapolis, Maryland 21404

Attention Mr. Phillip T. Causey

Re: Florent B. Hughes and Peggy Guthrie
v. Clarence E. and Louise F. Carter
Equity No. 20,828

Dear Mr. Causey:

In connection with the above captioned matter, it is requested that the enclosed affidavit and Suggested Account be filed.

Yours truly,

McKENNA & FITTING

By C. Jared Hale GT
C. Jared Hale

enclosures

BOOK 196 PAGE 362

In the Case of

FLORENT B. HUGHES AND

PEGGY GUTHRIE, TRUSTEES

VS.

CLARENCE E. CARTER, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 20,828 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
1972 AUG 18 AM 9:31

All of which is respectfully submitted.

8/17/72

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of September, 1972, 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.

Marjorie S. Hatt

Clerk
Per: E.R. Love, deputy

FILED
1972 SEP -6 AM 9:04

EQ-23

Dr. Mortgaged Real Estate of Clarence E. Carter and
Louise F. Carter, his wife

In Acct. with Florent B. Hughes and Peggy Guthrie, Trustees

Cr.

By	Amount of sale as per Trustees' Report						
	of Sale filed			14,982	98		
						14,982	98
To	Trustees for attorney's fee, viz	350	00				
To	Trustees for commission as per terms of						
	Deed of Trust	149	83				
				499	83		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	53	00				
	Auditor,this account	60	00				
				123	00		
To	Trustees for expenses, viz						
	The Travelers Indemnity Co. - bond	60	00				
	Anne Arundel Times						
	Advertising & Nisi - sale	137	00				
	American Auction Corp. - fee	35	00				
	Real Estate Taxes	128	93				
	Eviction fees	84	60				
				445	53		
To	Thomas J. Fisher & Company Inc., note						
	holder	13,914	62				
				13,914	62		
						14,982	98
	Balance due on mortgage as per mortgage						
	claim filed	13,483	33				
	Interest, thereon, 7%, 9/1/71 to 5/23/72	699	58				
	Late charges to 5/23/72	19	60				
		14,202	51				
	Credit amount allowed above	13,914	62				
	This amount subject to decree in personam	287	89				

BOOK 196 PAGE 364

FRANK T. LOWMAN, III, and	*	IN THE CIRCUIT COURT
JOYCE F. LOWMAN, his wife	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
COUNTESS BRITTA ARMFELT	*	NO. 20,624 EQUITY

* * * * * * * * * * *

PETITION TO FORECLOSE MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank T. Lowman, III, and Joyce F. Lowman, his wife, by Michael R. Roblyer, their attorney, respectfully represents to your Honors:

1. That on the 25th day of June, 1971 the Standard Land Installment Contract, attached to this Petition as Exhibit Number One, was executed between Frank T. Lowman, III, and Joyce F. Lowman, his wife, Sellers, and Countess Britta Armfelt, Buyer, and recorded in Liber M.S.H. 2416, Folio 330.

2. Said Contract contained a covenant whereby the Buyer agreed that she would not rent the premises in whole or part without first obtaining the written consent of the Sellers.

3. That said Buyer rented the described premises covered by said Contract without the written permission of the Sellers.

4. That failure of Buyer to abide by the above term, covenant, condition or obligation of said Contract constitutes a default under the terms of said Contract.

5. That as required by Rule W79, under the Maryland Rules of Procedure, the Buyer was notified by Registered mail on September 17, 1971 that she was in default under the terms of the said Contract and that she had thirty (30) days in which to remove any tenant from the described premises.

6. That Sellers are now informed that tenants still occupy said premises.

7. That attached to this Petition is the compliance with the Provisions of Rule W79 Section A and B.

8. That Michael R. Roblyer is the attorney for Petitioners.

WHEREFORE, your Petitioners pray that an Order be passed by this

Filed Nov. 22, 1971

Honorable Court directing a sale of the property covered by the Standard Land Installment Contract filed with this Petition, and further appointing Michael R. Roblyer as the Trustee authorized to make said sale according to the rules of this Court.

Michael R. Roblyer

Michael R. Roblyer
Attorney for Petitioners
15 West Street, Post Office Box 365
Annapolis, Maryland 21404
263-4433

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of November, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Attorney for Petitioners, and acknowledged the foregoing Petition to Foreclose Mortgage to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Joyce E. Yochelson

Joyce E. Yochelson NOTARY PUBLIC

My commission expires: July 1, 1974

BOOK 196 PAGE 366 LIBER 2416 PAGE 330

R.E.B. NO. 3
AS AMENDED 8/17/67

EXHIBIT I

Standard Land Installment Contract

Published by The Real Estate Board of Greater Baltimore, Inc.

This is a Legally Binding Contract; If Not Understood Seek Competent Advice

This form of Contract is published by the Real Estate Board of Greater Baltimore, Inc., as a service to its members. The Board assumes no responsibility for its legal sufficiency or effect, either as to substance or form.

This Agreement of Sale made this 25 day of JUNE, 19 71, between FRANK T. LOWMAN, 3rd and JOYCE F. LOWMAN, his wife, who resides at Welch Drive, Edgewater, Maryland 21037 and whose post-office address is, Seller, and COUNTESS BRITTA ARMFELT

who resides at Picture Hill, Central Avenue and whose post-office address is Davidsonville, Maryland 21035, Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in First Taxing District of Anne Arundel County, Maryland. Being that improved property known as Lots 4 & 5, Block 10, Shoreham Beach, and being further described among the Land Records of Anne Arundel County in Liber 1416, Folio 314, having a lot size of 50 x 85 ft., more or less, together with all improvements thereon, in fee simple.

at and for the cash price of - - - - - - - - - - - - - - - - - (a) $9,275.00

Fees and other charges, if any - - - - - - - - - - - - - - - - - (b) $

Cost to Buyer of insurance coverage, if any, from date of contract, for the payment of which credit is to be extended to Buyer - - - - - - - - (c) $

Insurance, covering loss by fire,
(Describe Coverage)

in the amount of $8,000.00, payable to Seller and/~~or~~Buyer as their interests may appear.

Policy expires April 8, 1972

Total Purchase Price (Sum of Items (a), (b) and (c) above) - - - - - - - (d) $9,275.00

Paid on account by Buyer at or before execution of this contract - - - - (e) $3,988.00

Principal balance owed by Buyer (Item (d) less Item (e)) - - - - - - - (f) $5,287.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) Route 3, Box 683, Edgewater, Maryland 21037

in 72 consecutive (monthly) ~~(weekly)~~ installments of $92.93 each, which shall severally become due and payable on the first day of each and every (month) (week) beginning with first installment due on the first day of JULY, 1971. The total number of consecutive (monthly) (weekly) installments is .

Interest at eight(8) % per annum (not to exceed the legal rate*) on present unpaid balance of purchase price.

~~Annual Ground Rent (if any)~~ Total amount to be collected from Buyer $6,690.96

~~Present Annual Taxes~~ Total amount of interest to be collected from Buyer $1,403.96

~~Estimated Annual Water Rent~~ Present Annual Taxes - - - - - - - - - $161.04

Insurance Premiums - $47.00

Other Public Charges, as follows: - - - - - - - - - - - - - - - - - - - $

Said installment payments shall first be applied by the Seller, as provided in Section 112 of Article 21, Annotated Code of Maryland (1957 Ed.) to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year and (3) whenever forty per cent (40%) of the original cash price has been paid, furnish a statement to the Buyer showing:

(A) The total amount paid for—
  (1) Ground rent, if any;
  (2) Insurance;
  (3) Taxes and other periodic charges;
(B) The amount credited to principal and interest; and
(C) The balance due.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for Buyer's obligation under this contract:

*NOTE: In the event the interest charge is in excess of six per cent (6%) per annum simple interest on the unpaid balance, there must be an agreement in writing between the Seller and the Buyer. This agreement must set out the annual rate of interest which is charged, stated in percentage and must be a separate instrument from this contract. **The agreement must be signed prior to the execution of this contract.**

JUL-23-71 PAID $ 6.00 CLERK

Nov. 23, 1971

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When forty per cent. (40%) or more of the original cash price of the property shall have been paid, Buyer shall have the right to demand a conveyance of the premises, on the condition that the Buyer shall execute a purchase money mortgage to the Seller, or to a mortgagee procured by the Buyer. When any mortgage is executed in pursuance of the Buyer's demand for a conveyance hereunder, buyer shall be liable for such expenses as title search, drawing deed and mortgage, notary fees, recording, reasonable building association fees, judgment reports, tax lien reports, one-half (½) of the cost of documentary and recordation stamps, and such other expenses as may be lawfully chargeable to Buyer. In any such mortgage the required periodic principal and interest payments to be made by the mortgagor shall not exceed the periodic principal and interest payments otherwise required by this contract, except with the consent of the mortgagor, and such consent may be evidenced by the execution of any such mortgage. Such mortgage shall contain the usual covenants by the mortgagor for the payment of the mortgage debt, the taxes on the mortgaged property and the ground rent, if any, and the premiums on fire and extended coverage insurance in an amount equal to the mortgage indebtedness, if obtainable, and if not then in the highest amount of such insurance obtainable. It shall also contain the usual remedies upon default by way of a power of sale to the mortgagee, his assigns or his attorney and/or a consent by the mortgagor to a decree for sale of the mortgaged property. The deed and mortgage executed pursuant hereto shall entirely supersede this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller, except as hereinafter set forth:

1971 JUN 28 PM 3:18

Included in Sale:

_____

_____

_____

_____

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 112 (6) of Article 21, Annotated Code of Maryland (1957 Ed.).

THE SELLER has/has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent and water rent shall be adjusted and apportioned as of date of possession, and all taxes, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of possession and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of possession. Possession of the premises shall be given to Buyer as of.....

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Rule W79, Maryland Rules of Procedure. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Rule W79, Maryland Rules of Procedure. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law, and recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

The Seller recognizes....., Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to SIX (6%) % of the sale price (Item (a)), plus one-half of the amount of the annual ground rent, if any; and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

Sally C Riper — Witness

Frank T. Lowman III (SEAL)
Seller's Signature FRANK T. LOWMAN, 3rd

Sally C Riper — Witness

Joyce F Lowman (SEAL)
Seller's Signature JOYCE F. LOWMAN

Date signed by Seller, June 25, 1971

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Sally C Riper — Witness

Countess Britta Armfelt (SEAL)
Buyer's Signature COUNTESS BRITTA ARMFELT

_____ — Witness

_____ (SEAL)
Buyer's Signature

NOTICE TO BUYER: in the event of default, the purchaser may be liable to a default judgment.

Date signed by Buyer, June 25, 1971

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

25 **Day of** June, **19** 71.

Sally C Riper — Witness

Countess Britta Armfelt **Buyer**
COUNTESS BRITTA ARMFELT

_____ — Witness

_____ **Buyer**

NOTICE TO BUYER: In the event of default, the purchaser may be liable to a default judgment.

Within fifteen (15) days after this contract has been signed by both Seller and Buyer, Seller shall cause this contract to be recorded among the land records of the county or city in which the property lies and shall mail the recordation receipt therefor to the Buyer.

BOOK 196 PAGE 368

LIBER 2416 PAGE 332

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

I HEREBY CERTIFY, That on this 25 day of June 1971 in the year one thousand nine hundred and seventy-one (1971), before me, the subscriber, a Notary Public of the State of Maryland, in and for The County aforesaid personally appeared FRANK T. LOWMAN, 3rd and JOYCE F. LOWMAN, his wife

the above named Sellers and they acknowledged the foregoing Land Installment Contract to be their act.

As Witness my hand and Notarial Seal.

Richard F Troyer
Notary Public.

My commission expires: July 1, 1974

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

I HEREBY CERTIFY, That on this 25 day of June 1971 in the year one thousand nine hundred and seventy-one (1971), before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared COUNTESS BRITTA ARMFELT

the above named Buyer, and she acknowledged the foregoing Land Installment Contract to be her act.

As Witness my hand and Notarial Seal.

Richard F Troyer
Notary Public.

My commission expires: July 1, 1974

Mailed to George E. Rollman, Jr.

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EXHIBIT II

BOOK 196 PAGE 369

COMPLIANCE WITH THE PROVISIONS OF
RULE W79 SECTION A AND B

On September 17th, 1971 notice was mailed to Countess Britta Armfelt at her address at Picture Hill, Central Avenue, Davidsonville, Maryland 21035, by registered mail, notifying her that she was in default of the Standard Land Installment Contract executed on June 25th, 1971 between Frank T. Lowman, III, and Joyce F. Lowman, his wife, Sellers, and herself as Buyer, due to the fact that she rented the property without permission of the Sellers as required by said contract. A copy of said letter is attached to this certification. Receipt was received dated September 25th, 1971 signed by Countess Britta Armfelt.

Frank T. Lowman, III

Joyce F. Lowman

Michael R. Roblyer
Attorney for Sellers

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of November, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, oersonally appeared FRANK T. LOWMAN, III, JOYCE F. LOWMAN, his wife, and MICHAEL R. ROBLYER, and acknowledged the foregoing instruments of writing to be their act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:
July 1, 1974

NOTARY PUBLIC

Rec. 22,197[illegible]

September 17, 1971

Countess Britta Armfelt
Picture Hill
Central Avenue
Davidsonville, Maryland 21035

Re: Standard Land Installment Contract
between Frank T. Lowman, III, and
Joyce F. Lowman, his wife, and
Countess Britta Armfelt

Dear Countess Armfelt:

I have been retained by Mr. Lowman to notify you that you are now in default of the Standard Land Installment Contract executed by you on June 25, 1971 on the property described as follows:

Lots 4 and 5, Block 10, Shoreham Beach, being further described among the Land Records of Anne Arundel County in Liber 1416, Folio 314, having a lot size of 50' by 85', more or less, together with all improvements thereon.

Default has occurred due to your failure to make the August and September payments of $92.93 per month, which were due on the first day of August and the first day of September. You therefore presently owe Mr. Lowman and his wife $185.86 on the above Standard Land Installment Contract.

You are also in default under the terms of the said contract due to your failure to obtain the written consent of Mr. Lowman before you rented the property to another party. As of this date, we are informed that you have rented the property which is the subject of this contract and that it continues to be rented.

Mr. Lowman has also paid the taxes due on the property for the taxable year 1971, 1972 in the amount of $178.03. You are hereby requested

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to reimburse Mr. Lowman for that expenditure.

Due to the above defaults under the said Standard Land Installment Contract, you are hereby notified that said contract shall be terminated thirty (30) days after the delivery of this letter unless you pay to Mr. Lowman $185.86 to cover the back payments due, $178.03 to cover the expenditure for the real prpperty taxes, and you proceed to remove the tenants who are now occupying the premises covered by this contract contrary to the terms of said contract.

If you have any questions concerning this matter, please give me a call immediately.

Yours truly,

Michael R. Roblyer

Sent Reg. Mail, Return Receipt Req.
9/17/71

BOOK 196 PAGE 372

FRANK T. LOWMAN, III, and	*	IN THE CIRCUIT COURT
JOYCE F. LOWMAN, his wife	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
COUNTESS BRITTA ARMFELT	*	NO. 20,624 EQUITY

* * * * * * * * * * *

ORDER

The Standard Land Installment Contract between Frank T. Lowman, III, and Joyce F. Lowman, his wife, Sellers, and Countess Britta Armfelt, Buyer, which is recorded in Liber M.S.H. 2416, Folio 330, being default on the part of the Buyer, is hereby ORDERED AND DECREED that the property being described in said Standard Land Installment Contract be sold and that Michael R. Roblyer be appointed Trustee for the purpose of selling said property according to the rules of this Court.

James L. Wray

JUDGE

FILED

1971 NOV 24 PM 2:02

BOOK 196 PAGE 373

FRANK T. LOWMAN, III, and JOYCE F. LOWMAN, his wife	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
COUNTESS BRITTA ARMFELT	*	NO. 20, 624 EQUITY

* * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Trustee, and made oath in due form of law that he knows the Defendant herein and that to the best of his knowledge and information and belief:

1. Said Defendant is not in the Military Service of the United States.

2. Said Defendant is not in the Military Service of any Nation allied with the United States.

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

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

5. Said Defendant is not an officer of the Public Health Service detailed by proper authority for duty with any brandes of the Military Service of the United States.

Michael R. Roblyer
Trustee

SUBSCRIBED AND SWORN to before me this 2nd day of December, 1971.

Joyce E. Yochelson
JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

Filed Dec. 2, 1971

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BOOK 196 PAGE 374

FRANK TO LOWMAN, III, and * IN THE CIRCUIT COURT

JOYCE F. LOWMAN, his wife * FOR

VS. * ANNE ARUNDEL COUNTY

COUNTESS BRITTA ARMFELT * NO. 20,624 EQUITY

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Original Principal of Mortgage	$5,287.00
Less Payments on account of Principal	104.59
Balance due on Principal	$5,182.41

Michael R. Roblyer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of December, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, and made oath in due form of law that the foregoing Statement is correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joyce E. Yochelson

JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

FILED

1971 DEC -1 PM 2 53

Eq. 20,624

F. 21733 1/55

BOOK 196 PAGE 375
BOOK 16 PAGE 14

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, MICHAEL R. ROBLYER, Trustee

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Five Hundred 00/100 ($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

day of , in the year of our Lord

WHEREAS, the above bounden Michael R. Roblyer, Trustee

by virtue of the power contained in a ~~mortgage from~~ Standard Land Installment Contract from Frank T. Lowman, III, and Joyce F. Lowman, his wife to Countess Britta Armfelt

bearing date the 25th day of June, 1971

and recorded among the ~~mortgage records~~ Land Records of Anne Arundel County

in Liber M.S.H. No. 2416 Folio 330 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Michael R. Roblyer, Trustee

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

IN TESTIMONY WHEREOF, the above bounden Michael R. Roblyer, Trustee

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Susan P. Sulle

Michael R. Roblyer [SEAL]

[SEAL]

1971 DEC -7 AM 9:33 FILED

NATIONAL SURETY CORPORATION

As to Surety

Susan P. Sulle

By George E. Rullman, Agent

Attorney in fact

Bond approved this 7th day of December 19 71

Marjorie S. Holt Clerk

12

FRANK T. LOWMAN, III, and	*	IN THE CIRCUIT COURT
JOYCE F. LOWMAN, his wife	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
COUNTESS BRITTA ARMFELT	*	NO. 20,624 EQUITY

* * * * * * * * * * *

Madame Clerk:

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on the 5th day of Janaury, 1972, a notice of the default on the Standard Land Installment Contract from Frank T. Lowman, III, and Joyce F. Lowman, his wife, to Countess Britta Armfelt, the sale of the subject property at public auction at the Anne Arundel County Court House door in Annapolis, Maryland, on January 11, 1972 at 11:00 A.M., and the terms of said sale, were mailed by certified mail return receipt requested to Countess Britta Armfelt at her last known address, Picture Hill, Central Avenue, Davidsonville, Maryland. A copy of the letter is attached.

The above was in compliance with Rule W74a, 2 (b).

SUBSCRIBED and sworn to this 19th day of January, 1972.

Michael R. Roblyer

Michael R. Roblyer

Joyce E. Yochelson

Joyce E. Yochelson Notary Public

My commission expires: July 1, 1974

Filed January 20, 1972

December 21, 1971

Countess Britta Armfelt
Picture Hill
Central Avenue
Davidsonville, Maryland

Re: Foreclosure of Standard Land Installment Contract from Frank T. Lowman, III, and Joyce F. Lowman, his wife, Sellers, to Countess Britta Armfelt, Buyer, dated June 25, 1971
Liver M.S.H. 2416, folio 330

Dear Countess Armfelt:

This is to notify you that due to your failure to remove the tenants from the property covered by the above Contract, even though you had received a thirty day notice to do so, default has occurred under the terms of the Standard Land Installment Contract. Therefore, the property subject to the Contract known as Lots Numbered 4 and 5, Block 10, on a plat of Shoreham Beach, Maryland, will be sold at public auction at the Anne Arundel County Court House door in Annapolis, Maryland, on Tuesday, January 11, 1972 at 11:00 o'clock A.M.

Therterms of sale are as follows:

A deposit of ten per cent (10%) of the purchase price will be required by the purchaser or purchasers on the day of sale. The balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid upon final ratification of sale in cash. Taxes and Public Charges to be adjusted to the day of sale. Cost of all State Documentary Stamps and State Transfer Stamps to be borne by the purchaser or purchasers.

If you have any questions concerning this matter, please contact this office immediately.

Yours truly,

Michael R. Roblyer

MRR:ss

FILED
1972 JAN 20 PM 2:39

BOOK 196 PAGE 378

FRANK T. LOWMAN, III, and	*	IN THE CIRCUIT COURT
JOYCE F. LOWMAN, his wife	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
COUNTESS BRITTA ARMFELT	*	NO. 20,624 EQUITY

* * * * * * * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Michael R. Roblyer, Trustee, to make sale of the real estate mentioned in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Standard Land Installment Contract between Frank T. Lowman, III, and Joyce F. Lowman, his wife, Sellers, and Countess Britta Armfelt, Buyer, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2416, Folio 330, to make sale of the property herein described in case of default, and default having occurred thereunder, the said Michael R. Roblyer, Trustee, as aforesaid, after having given bond with approved surety and after having given due notice of the time, place, and manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County and after having complied with all other requisites of the Standard Land Installment Contract and of the law for such cases made and provided, offered the property in said Standard Land Installment Contract described for sale by public sale on the premises on Tuesday, January 11, 1972 at 11:00 A.M. and then and there sold the property to Frank T. Lowman, III, at and for the sum of Five Thousand Two Hundred Dollars ($5,200.00) they then and there being the highest bidders therefor, which property is described as follows:

ALL THAT lot or parcel of ground situate, lying and being in the First Taxing District of Anne Arundel County, Maryland, and described as follows:

Lots Numbers 4 and 5, Block 10, as designated and shown on the Plat of "Shoreham Beach", dated 1937, by D. J. Dalton and J. M. Poole, Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book Number 10, Folio 20. Located on the west side of Ramsey Drive.

FILED
1972 JAN 20 PM 2:39

25

BEING the same property which was conveyed to Frank T. Lowman, III, and Joyce F. Lowman, his wife, by George F. Niedomanski, by deed dated March 25, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1959, Folio 139.

AND THE said Trustee further reports that he has received from the said purchasers the deposit as required by the Terms of Sale and has also received the purchasers' agreement to comply with the Terms of Sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required by the purchaser or purchasers on the day of sale. Balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale. Cost of all State Documentary Stamps and State Transfer Tax to be borne by the Purchaser or Purchasers.

Respectfully submitted,

Michael R. Roblyer

Michael R. Roblyer, Trustee
to make of real estate

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of January, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Trustee, as aforesaid and made oath in due for m of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Joyce E. Yochelson

JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

14

Michael R. Roblyer, Esq.
15 West Street
Annapolis, Maryland
21401

BOOK 196 PAGE 380

Maryland Gazette
January 27th Edition

ORDER NISI

FRANK T. LOWMAN, III and
JOYCE F. LOWMAN, his wife

versus

COUNTESS BRITTA ARMFELT

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 20,624 Equity

Ordered, this 20th day of January, 19 72, That the sale of the property in these proceedings mentioned made and reported by Michael R. Roblyer, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The report states that the amount of sale was $ 5,200.00

Marjorie S. Hart Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRANK T. LOWMAN, III and
JOYCE F. LOWMAN, his wife

versus

COUNTESS BRITTA ARMFELT

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of July, 1972, 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.

James H. Gray
JUDGE.

FILED
1972 JUL 10 PM 3:41

27

Acreage
20,624

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of January, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRANK T. LOWMAN, III, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said fee simple property, known as Lots Numbers 4 and 5, Block 10, Shoreham Beach, Anne Arundel County, Maryland, mentioned in the said Report of Sale.

Frank T. Lowman, III, Purchaser

Joyce E. Yochelson
Joyce E. Yochelson, Notary Public

My commission expires: July 1, 1974

FILED
1972 JAN 21 PM 2:10

28

Eq-20,674

BOOK 196 PAGE 382

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that I, ROBERT H. CAMPBELL, as Auctioneer, did sell the property described on the Trustee's Report of Sale attached hereto at public sale on Tuesday, January 11, 1972, to Frank T. Lowman, III, he being then and there the highest bidder therefore; I further certify that the sale was fairly made.

Robert H. Campbell

ROBERT H. CAMPBELL, AUCTIONEER

FILED

1972 JAN 24 PM 2:02

29

18

BOOK 196 PAGE 383

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,624 EQUITY

FRANK T. LOWMAN,
III and
JOYCE F. LOWMAN,
his wife
versus
COUNTESS BRITTA ARMFELT

Ordered, this 20th day of January, 1972, That the sale of the property in these proceedings mentioned, made and reported by Michael R. Roblyer, Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The report states that the amount of sale was $5,200.00.

MARJORIE S. HOLT,
Clerk

True Copy,
TEST:
MARJORIE S. HOLT,
Clerk

F-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 10, 1972

We hereby certify, that the annexed

Order Nisi

No. 20,624 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the twenty-eighth day of February, 1972

The insertions being made the 27th of January, 3rd & 10th of February, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Billie St. Louis

FILED

No. M. G. ____

72 FEB 10 PM 1:25

31

FRANK T. LOWMAN, III, and	*	IN THE CIRCUIT COURT
JOYCE F. LOWMAN, his wife	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
COUNTESS BRITTA ARMFELT	*	No. 20,624 EQUITY

* * * * * * *

AMENDED STATEMENT OF MORTGAGE DEBT

Original Principal of Mortgage	$5,287.00	
Less Payments on account of Principal	104.59	
Balance due on Principal		$5,182.41
Interest accrued on unpaid balance of Mortgage of $5,182.41 for the period from October 1, 1971 to May 30, 1972 at 8 percent	279.85	
Monthly share of real property taxes for period from October 1, 1971 to May 30, 1972 at $13.42 per month	107.36	
Monthly share of insurance premiums at $3.91 per month	31.28	
		$ 418.49
Total		$5,600.90

Michael R. Roblyer

Michael R. Roblyer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of June, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, and made oath in due form of law that the foregoing statement is correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joyce E. Yochelson

JOYCE E. YOCHELSON NOTARY PUBLIC

My commission expires: July 1, 1974

FILED

1972 JUN 12 AM 10: 01

Trustee's Sale

OF VALUABLE RESIDENCE PROPERTY

SITUATATE IN THE FIRST TAXING DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, IMPROVED BY A ONE FLOOR FRAME DWELLING CONSISTING OF FIVE ROOMS AND ONE BATHROOM, FUEL OIL HEAT.

Under and by viture of the power of sale contained in a Standard Land Installment Contract from Frank T. Lowman, III, and Joyce F. Lowman, his wife, Sellers, and Countess Britta Armfelt, Buyer, dated June 25, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2416, folio 330. Default having occurred under the terms of said Standard Land Installment Contract, and Michael R. Roblyer having been appointed by the Circuit Court of Anne Arundel County to act as the Trustee for the purpose of the sale of said property, the undersigned Trustee will offer the subject property for public sale at auction at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 11th 1972

AT 11:00 O'CLOCK, A.M.

the property will be sold subject to a Mortgage between Frank T. Lowman, III, and Joyce F. Lowman, his wife, Mortgagors, and Capital City Federal Savings and Loan Association, Mortgagee of Annapolis, Maryland, which is recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1959, folio 141. The property being described as follows:

ALL THAT lot or parcel of ground situate, lying and being in the First Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbers 4 and 5, Block 10, as designated and shown on the Plat of "Shoreham Beach," dated 1937, by D.J. Dalton and J. M. Poole, Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book Number 10, folio 20. Located on the west side of Ramsey Drive.

BEING the same property which was conveyed to Frank T. Lowman, III, and Joyce F. Lowman, his wife, by George F. Niedomanski, by deed dated March 25, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1959, folio 139.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required by the purchaser or purchasers on the day of the sale. Balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale. Cost of all State Documentary Stamps and State Transfer Tax to be borne by the Purchaser or Purchasers.

MICHAEL R. ROBLYER
Trustee
15 West Street
Annapolis, Maryland 21401
Telephone: 263-4433

ROBERT H. CAMPBELL
Auctioneer

J-10

BOOK 196 PAGE 385 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10, 1972

We hereby certify, that the annexed Trustee's Sale Countess Britta Armfelt

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the eleventh day of January, 19 72

The insertions being made the 27th day of December, 1971, 3rd and 10th days of January, 19 72

THE CAPITAL-GAZETTE PRESS, INC.

FILED
By Katherine A. Hoffman
1972 AUG 18 AM 9:31

BOOK 196 PAGE 386

In the Case of

FRANK T. LOWMAN, III, ET UX

vs.

COUNTESS BRITTA ARMFELT

In the

Circuit Court

For

Anne Arundel County

No. 20,624 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
1972 AUG 18 AM 9:31

All of which is respectfully submitted.

8/17/72

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of September, 1972, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: , deputy

FILED
1972 SEP -6 PM 2:54

EQ-23

Dr. Mortgaged Real Estate of Britta Armfelt

In Acct. with Michael R. Roblyer, Trustee

				Cr.	
By	Amount of sale as per Trustee's Report				
	of Sale filed			5,200 00	
By	Interest, 6% on deferred payment				
	$4,680.00, 1/11/72 to 7/11/72			140 40	
					5,340 40
To	Trustee for commission, viz	410 00			
				410 00	
To	Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Defendant's Solicitor appearance fee	10 00			
	Irene Hazel Stenographer	5 00			
	Clerk, court costs	50 00			
	Auditor, this account	60 00			
				135 00	
To	Trustee for expenses, viz				
	National Surety Corp. - bond	22 00			
	Capital Gazette Press Inc.				
	Advertising & Nisi - sale	116 13			
	Robert H. Campbell, auctioneer's fee	60 00			
	Notary fees	3 00			
				201 13	
To	Frank T. Lowman, III and Joyce F. Lowman,				
	his wife, contract vendors, on account of				
	claim filed	4,594 27			
				4,594 27	
					5,340 40
	Balance due on mortgage as per mortgage				
	claim filed	5,600 00			
	Interest, 6% on principal balance,				
	$5,182.41, 6/1/72 to 8/31/72	77 73			
		5,677 73			
	Credit amount allowed above	4,594 27			
	This amount subject to decree in personam	1,083 46			

BOOK 196 PAGE 388

PETITION FOR SALE OF PROPERTY

THE WESTERN PERMANENT SAVINGS & LOAN ASSN., INC.	*	Docket 27 Folio 229
	*	Case No. 20774 Equity
vs.	*	FILED
GARY REID BIRCHFIELD	*	IN THE
JOANN NAOMI BIRCHFIELD	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, In Equity

TO THE HONORABLE, the Judge of said Court:

The Petition of the Plaintiff respectfully represent

That on the 30th day of October, 1969, A.D. the Defendants Executed and delivered to The Western Permanent Savings and Loan Assn., Inc. a mortgage upon certain Real Property in Anne Arundel County, therein described, to secure the payment of the Mortgage Debt of $13,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition. Said Mortgage being now in default.

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

And as in duty,

Richard T. Moxley

Richard T. Moxley, Trustee
Attorney for the Plaintiff

FILED

72 MAR 16 AM 10:34

SAVINGS & LOAN ASSOCIATION, MORTGAGE — FEE OR LEASEHOLD — MONTHLY PAYMENTS

3158

BOOK 196 PAGE 389

LIBER 2313 PAGE 172

This Mortgage, Made this 30th day of October, in the year one thousand, nine hundred and Sixty-Nine, between GARY REID BIRCHFIELD and JO ANN NAOMI BIRCHFIELD, his wife ----------

----------of Anne Arundel County, in the State of Maryland, Mortgagor, and the THE WESTERN PERMANENT SAVINGS AND LOAN ASSN., INC., a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Thirteen Thousand Five Hundred ($13,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments with interest thereon from the date hereof, at the rate of Eight per cent (8%) per annum, in monthly installments of principal and interest of $112.92 Dollars each until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; said monthly payments are to be applied, first to the interest at the rate aforesaid, and secondly, the balance to the principal mortgage indebtedness.

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.

NOV-3-69 PAID 551 CLK.CT.A.A.C. EXAM'D

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

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

BEING known and designated as Lots 13 and 14, as shown on a Plat of Riviera Beach, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 15, Folio 22. Being known as Box 263, Carvel Road.

10.50

BEING part of the same lot of ground which by Deed dated even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed from RICHARD A. REINECKE and VIRGINIA L. REINECKE, his wife, unto the within named Mortgagors.

10.50

FILED

'72 MAR 16 AM 10:34

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. A. COUNTY,

'69 NOV -3 PM 3:23

EXHIBIT No. 1

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 thereof, subject to the payment of the yearly rent of $~~ ;

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, covenants 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 such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect 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 taxes and any other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable and to pay all ground rent and insurance premiums, when and as the same shall become due and 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 at the option of the Mortgagee immediately become due and owing as herein provided; (8) that at the option of the Mortgagee, the whole of said mortgage debt intended hereby to be secured shall become due and payable 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 shall have continued for thirty days; (9) to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after 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 two months' advance interest, at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third per cent (33⅓%) of the original principal amount of the loan as a consideration for the acceptance of such pre-payment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof; (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 a[illegible] for renewal of such mortgage

guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, after a default has occurred 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 Richard T. Moxley, its duly authorized Attorney or Agent, after any default has occurred in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to 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 counsel fee of Two Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not, including interest thereon until final ratification of the auditor's account; (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, all attorneys' fees 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 mortgaged, 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.

THE Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Gary Reid Birchfield (SEAL)
GARY REID BIRCHFIELD

Jo Ann Naomi Birchfield (SEAL)
JO ANN NAOMI BIRCHFIELD

Richard T. Moxley (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this 30th day of October, 19 69, before me, a Notary Public of said State, personally appeared GARY REID BIRCHFIELD and JO ANN NAOMI BIRCHFIELD, his wife

known to me, or satisfactorily proven to be, the person s whose name s ~~is~~/are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also appeared Joseph W. Rimbach, Agent of the within named corporation, 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, 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.

Richard T. Moxley *Notary Public.*

My Commission expires: July 1, 1970

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Richard T. Moxley *Attorney.*

Mailed to Richard T. Moxley

BOOK 196 PAGE 392

THE WESTERN PERMANENT SAVINGS &

LOAN ASSN., INC.

Plaintiff

VS.

GARY REID BIRCHFIELD

JOANN NAOMI BIRCHFIELD

Defendant

IN THE

CIRCUIT COURT FOR

[redacted] ANNE ARUNDEL COUNTY

Docket No. ____, Folio ____

Equity 20,774

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the ____ day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (City) personally appeared Joseph W. Rimbach, President of The Western Permanent Savings & Loan Assn., Inc. 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.

Linda S. Zimmerman

Notary Public

Joseph W. Rimbach

Joseph W. Affiant Rimbach, President
The Western Permanent Savings & Loan Assn., Inc.

FILED

72 MAR 16 AM 10:34

E-118—1M—3-70.

BOOK 196 PAGE 393

THE WESTERN PERMANENT SAVINGS & LOAN ASSN., INC.

VS.

GARY REID BIRCHFIELD
JOANN NAOMI BIRCHFIELD

IN THE

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

IN EQUITY 20,774

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of THE WESTERN PERMANENT SAVINGS AND LOAN ASSN., INC.

under the mortgage from GARY REID BIRCHFIELD and JOANN NAOMI BIRCHFIELD

to THE WESTERN PERMANENT SAVINGS & LOAN ASSN., INC.

dated the 30th day of October, 1969, and recorded among the Land Records of Baltimore County in Liber M.S.H. No. 2313 Folio 172

Amount of Mortgage Loan	13,500.00
Payment on Account	540.18
	12,959.82
Less Expense Account	286.19
	12,673.63
Interest 9/1/71 to 3/1/71	604.73
$86.39 Per Month - 7	13,278.36
7 Late Charge Payments @ $5.65	39.55
Balance Due	13,317.91

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 15th day of March in the year nineteen hundred and Seventy-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Joseph W. Rimbach, President of The Western Permanent Savings & Loan Assn., Inc.

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.

Linda P. Kuhlewein

Decree In Circuit Court for
Anne Arundel County

BOOK 196 PAGE 394

THE WESTERN PERMANENT SAVINGS & LOAN ASSN., INC.

vs.

GARY REID BIRCHFIELD

JOANN NAOMI BIRCHFIELD

* IN THE

* CIRCUIT COURT FOR ANNE ARUNDEL

* COUNTY

*

Docket_____ Folio_____

* Case No. 20,774 Equity

* Filed_____

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

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is Thereupon, This 17th day of March, in the year nineteen hundred and Seventy-two, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Richard T. Moxley be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Twenty Thousand ($20,000.00) Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement, inserted in such weekly newspaper or newspapers published in the County of Anne Arundel, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i)), of the time, place, manner and terms of sale, which shall be cash, deposit of $1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth therof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

James L. Wray
JUDGE

FILED

MAR 17 PM 2 29

BOOK 196 PAGE 395

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BOOK 16 PAGE 64 Bond # 860 59 05 No. 20,774 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard T. Moxley - 1014 Fidelity Building

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Five Thousand and 00/100-----($25,000.00)------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 20th day of March in the year of our Lord one thousand nine hundred and Seventy Two.

WHEREAS, the above bounden Richard T. Moxley by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel has been appointed Trustee to sell Certain Property

mentioned in the proceedings in the case of The Western Permanent Savings and Loan Assn., Inc.

vs:

Gary Reid Birchfield and Joann Naomi Birchfield h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Richard T. Moxley

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:

Richard T. Moxley (SEAL)
Richard T. Moxley

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sandra Jubb *As to Surety* By Maria Taylor *Attorney-in-Fact*

FILED
72 MAR 24 AM 10:07

MD3116a—500, 7-70 186010
Trustee's Bond

Bond approved this 24th day of March, 1972

Margaret A. Hall, Clerk

O'DOHERTY, GALLAGHER
HEGARTY & COUGHLI
Solicitors
1014 Fidelity Building
Baltimore, Maryland

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY
Known as Box 263, Carvel Road, Riviera Beach, Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court of Anne Arundel County (Equity ~~No. 20,744~~) the undersigned Trustee will sell at public auction, on the premises, on

FRIDAY, JULY 28, 1972 — AT 2 O'CLOCK P.M.

All that lot of ground the improvements thereon, situate in Anne Arundel County and described as follows:

BEING known and designated as Lots 13 and 14, as shown on a Plat of Riviera Beach, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 15, Folio 22. Being known as box 263, Carvel Road. In Fee-Simple.

The property is improved by a two story frame dwelling with a frame garage. Lot size approximately 50 Ft. x 125 Ft.

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

TERMS OF SALE: A cash deposit of $1,000 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and metropolitan districts charges and special paving taxes, if any, to be adjusted to date of sale. Cost of all documentary stamps, state of Maryland and Anne Arundel County transfer taxes and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

RICHARD T. MOXLEY
Trustee
E.T. NEWELL CO, INC.
Auctioneers
752-3580

Jy-27

20,774 Eq

BOOK 196 PAGE 396

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 27, 1972

We hereby certify, that the annexed

Trustee's Sale
Box 263, Carvel Rd, Riviera Beach,
Anne Arundel County, Maryland

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 27th day of July, 1972

The insertions being made the 13, 20, & 27 of July, 1972

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1972 JUL 27 PM 1:33

By Sandra E. Snyder

BOOK 196 PAGE 397

THE WESTERN PERMANENT SAVINGS AND LOAN ASSN., INC.	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
GARY REID BIRCHFIELD	*	Case No.: 20,774
JOANN NAOMI BIRCHFIELD	*	

* * * * * *

AFFIDAVIT OF COMPLIANCE WITH MARYLAND RULES OF PROCEDURE, RULE W 74 SALE, SUB SECTION 2 NOTICE, PARAGRAPH (b) BY REGISTER MAIL

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY, That on this 31st day of July, 1972, before me, the subscriber, a Notary Public of the State of Maryland, and in and for theCity of Baltimore aforesaid, personally appeared RICHARD T. MOXLEY, TRUSTEE, to make sale of property known as Box 263, Carvel Road, Pasadena, Maryland 21122, and he made oath in due form of law that he had given notice by certified mail to the mortgagors at the mortgagors last known address, of the time, place and terms of the sale of property reported herein in compliance with Rule W74 (2) (b) of the Maryland Rules of Procedure.

Linda B. Krubzenski
Notary Public

My Commission Expires: 7/1/74

FILED
1972 AUG -1 AM 10: 23

BOOK 196 PAGE 398

REPORT OF SALE

THE WESTERN PERMANENT SAVINGS AND LOAN ASSN., INC.	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	Case No.: 20,774
GARY REID BIRCHFIELD	*	
JOANN NAOMI BIRCHFIELD	*	

TO THE HONORABLE JUDGE OF THE
CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of Richard T. Moxley, Trustee appointed by the decree in the above entitled cause, to make sale of property known as Box 263, Carvel Road, Pasadena, Maryland 21122, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Maryland Gazette daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee Richard T. Moxley did pursuant to said notice on Friday, the 28th day of July, 1972, at 2:00 P.M. attend on the premises and then and there sold the property described in the attached advertisement and known as Box 263 Carvel Road, Pasadena, Maryland and fully described in the mortgage filed in the proceedings in said cause mentioned unto RICHARD A. REINECKE for the sum of Twelve Thousand Eight Hundred ($12,800.00) Dollars.

STATE OF MARYLAND:

I HEREBY CERTIFY, That on this 31st day of July, 1972, before me, the subscriber, a Notary Public of the State of Maryland, and in and for the City of Baltimore aforesaid, personally appeared Richard T. Moxley, Trustee, and made oath in 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.

Lydia E. Krubzuski
Notary Public

My Commission Expires
7/1/74

FILED

1972 AUG -1 AM 10: 23

BOOK 196 PAGE 399

PRESIDENT
HARRY C. MILLER

E. T. Newell & Co. Inc

TELEPHONE
PLAZA 2-3580 — 2-3581

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM

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

★ OVER 60 YEARS OF SERVICE ★

JULY 28, 1972

RICHARD T. MOXLEY, TRUSTEE
1014 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Dear Sir:

REPORT OF SALE

Sold BOX 263, CARVEL ROAD, RIVIERA BEACH,
ANNE ARUNDEL COUNTY, MARYLAND

To RICHARD A. REINECKE

Address 223 MEADOW ROAD
BALTIMORE, MARYLAND 21122

Amount $12,800.00

Deposit $1,000.00 PAID TO TRUSTEE

Very truly yours,

E. T. NEWELL & CO., INC.

FILED
1972 AUG -1 AM 10: 24

BOOK 196 PAGE 400

CONTRACT OF SALE

B 6580

Baltimore, JULY 28 19 72

I/We _____ have this day purchased at Public Auction for the price of $ 17800- the property No. BOX 263 CARVEL ROAD RIVIERA BEACH, A. A. Co., MD. FEE SIMPLE

From RICHARD T. MOXLEY, TRUSTEE _____,

of which a deposit of + 1000.00 Paid to Trustee Dollars has been paid.

Balance of purchase money to be paid {within XX days / upon ratification of the sale by the CIRCUIT Court of ANNE ARUNDEL C. All rents, taxes and expenses to be adjusted to date of SALE

The MD. GAZETTE Advertisement of 7/13/72, is hereby incorporated herein.

Signed: Richard T. Reinecke (Seal)
Purchaser

_____ (Seal)
Purchaser

_____ (Seal)

_____ (Seal)

WITNESS:
as to signatures and
receipt of deposit.

Henry D. Miller

E. T. Newell & Co., Inc.
Auctioneers

FILED
1972 AUG -1 AM 10: 24

4000-	
8000-	
8500	
9000	
9500	
10000	
10500	
11000	
11500	
12000	
12500	
12800	

E. T. Newell & Company, Inc.

AUCTIONEER'S AFFIDAVIT

Under Rule V-74 of the Supreme Bench of Baltimore City

In Re: BOX 263, CARVEL ROAD, RIVIERA BEACH,
Location of property

ANNE ARUNDEL COUNTY, MARYLAND

I HEREBY CERTIFY, that on this 28TH day of JULY
19 72, personally appeared HARRY C. MILLER
for and on behalf of HARRY C. MILLER and made oath
Name of Auctioneer
in due form of law that the Auctioneer's fee for services in making sale of the above property at public auction, in the amount as shown on the attached bill, has not been paid and that said Auctioneer has not and will not directly or indirectly make payment of any sum or consideration for the employment to make sale of the above property to any person or persons from whom such employment was secured.

Harry C. Miller
Auctioneer

Grace B. Flemming
Notary Public

FILED
1972 AUG -1 AM 10: 24

BOOK 196 PAGE 402

E. T. Newell & Co., Inc.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of July, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Richard A Reinecke, 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,~~ ~~they are~~ _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said prop- ~~they have~~ erty mentioned in the said Report of Sale.

Richard A. Reinecke (SEAL)

_____ (SEAL)
Purchaser

223 Meadow Rd
Address
21212

Harry C. Mills
Notary Public

FILED
1972 AUG -1 AM 10: 23

Richard T. Moxley, Trustee
1014 Fidelity Building
Balto.Md. 21201

BOOK 196 PAGE 403

For the Maryland Gazette
1st Pub. Aug. 7,1972

ORDER NISI

THE WESTERN PERMANENT SAVINGS

AND LOAN ASSN.INC.

versus

GARY REID BIRCHFIELD

JOANN NAOMI BIRCHFIELD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,774 Equity

Ordered, this 1st day of August, 1972, That the sale of the property in these proceedings mentioned made and reported by Richard T. Moxley, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

The report states that the amount of sale was $ 12,800.00.

Maxine S. Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THE WESTERN PERMANENT SAVINGS

AND LOAN ASSN.,INC.

versus

GARY REID BIRCHFIELD

JOANN NAOMI BIRCHFIELD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of September, 1972 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.

Edgar Leahy
JUDGE.

EQ-15

FILED
1972 SEP -7 AM 11:45

BOOK 196 PAGE 404

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1972

We hereby certify, that the annexed Order Nisi

Equity No. 20,774

The Western Permanent Savings & Loan

Association, Inc. vs. Gary Reid

Birchfield & Joann Naomi Birchfield

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of September, 1972

The insertions being made the 7, 14, & 21 of August, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

No. M. C. ----------

FILED

1972 AUG 21 PM 1:05

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 20,774 Equity

THE WESTERN PERMANENT SAVINGS AND LOAN ASSN. INC.
versus
GARY REID BIRCHFIELD JOANN NAOMI BIRCHFIELD

Ordered, this lst day of August, 1972, That the sale of the property in these proceedings mentioned made and reported by Richard T. Moxley, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

The report states that the amount of sale was $12,800.00

MARJORIE S. HOLT
Clerk

True Copy,
TEST:
MARJORIE S. HOLT
Clerk

AG-21

BOOK 196 PAGE 405

In the Case of

THE WESTERN PERMANENT SAVINGS AND LOAN ASSOCIATION, INC.

VS.

GARY REID BIRCHFIELD, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 20,774 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
1972 SEP 11 AM 11: 27

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of September, 1972, 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.

Marjorie S. Holt
Clerk
Per: Constance B. Tolliver, deputy

FILED
1972 SEP 27 AM 10: 41

EQ-23

Dr. Mortgaged Real Estate of Gary Reid Birchfield and
Jo Ann Naomi Birchfield, his wife

In Acct. with Richard T. Moxley, Trustee

				Cr.	
By	Amount of sale as per Trustee's Report				
	of sale filed		12,800 00		
By	Interest, 6% on deferred payment				
	$11,800.00, 7/28/72 to 9/15/72		91 20		
				12,891	20
To	Trustee for attorney's fee, viz	200 00			
To	Trustee for commission, viz	790 00			
			990 00		
To	Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	40 00			
	Auditor, this account	60 00			
			110 00		
To	Trustee for expenses, viz				
	Fidelity & Deposit Co. of Md. - bond	52 00			
	Capital Gazette Press Inc.				
	Advertising & Nisi - sale	92 50			
	Sunpapers, advertising - sale	27 30			
	E. T. Newell & Co. Inc., auctioneer's fee	380 00			
	Adjustment, taxes, 7/1/72 to 7/28/72	25 32			
			577 12		
To	Western Permanent S & L Assoc. Inc.,				
	Mortgagee, on account of mortgage claim	11,214 08			
			11,214 08		
				12,891	20
	Balance due on mortgage as per mortgage				
	claim filed	13,317 91			
	Interest, 8% on principal balance				
	$12,673.63, 3/1/72 to 7/10/72	366 12			
		13,684 03			
	Credit amount allowed above	11,214 08			
	This amount subject to decree in personam	2,469 95			

THE WESTERN PERMANENT SAVINGS AND LOAN ASSN., INC.	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
GARY REID BIRCHFIELD	*	Case No.: 20,774
JOANN NAOMI BIRCHFIELD	*	
	*	

* * * * * * * * *

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Petition of Richard A. Reinecke and Virginia L. Reinecke to substitute purchaser is hereby made pursuant to the Maryland Rules of Procedure, Rule W 74, Section g, Subsection 3, respectfully represents:

1. That on the 28th day of July, 1972, Richard T. Moxley, Trustee, under the decree in the herein proceedings sold the fee simple property known as Box 263, Carvel Road, Pasadena, Maryland 21122, at public sale unto RICHARD A. REINECKE, at and for the price of Twelve Thousand Eight Hundred ($12,800.00) Dollars, all of which will appear from the Report of Sale filed in the herein proceedings by said Trustee.

2. That the said Richard A. Reinecke request this Honorable Court to substitute your Petitioners, Richard A. Reinecke and Virginia L. Reinecke, his wife, in his place and stead.

WHEREFORE, your Petitioners pray that an Order be passed by this Honorable Court substituting the Petitioners, Richard A. Reinecke and Virginia L. Reinecke, his wife, as purchasers of the aforesaid fee simple property in the place and stead of Richard A. Reinecke.

AND AS IN DUTY BOUND, etc.

Richard A Reinecke
Richard A. Reinecke

Virginia L. Reinecke
Virginia L. Reinecke

Petitioners

FILED
1972 SEP 25 AM 9:49

STATE OF MARYLAND:

COUNTY OF BALTIMORE:

I HEREBY CERTIFY, That on this 21st day of September, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Reinecke and Virginia L. Reinecke, his wife, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to the best of their knowledge and belief.

Mary Ella Heil
Notary Public

THE UNDERSIGNED, RICHARD A. REINECKE, read the foregoing Petition, hereby consents to the substitution of the Petitioners, Richard A. Reinecke and Virginia L. Reinecke, his wife, as purchasers of the fee simple property known as Box 263, Carvel Road, Pasadena, Maryland 21122, in the place and stead of Richard A. Reinecke.

Richard A. Reinecke
Richard A. Reinecke

STATE OF MARYLAND:

COUNTY OF BALTIMORE:

I HEREBY CERTIFY, That on this 21st day of September, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard A. Reinecke and made oath in due form of law that the matters and facts stated in the foregoing Petition are true to the best of his knowledge and belief.

Mary Ella Heil
Notary Public

I, the undersigned, Richard T. Moxley, Trustee, in the herein proceedings, having read the aforegoing Petition and Consent of Richard A. Reinecke, original purchaser of the fee simple property known as Box 263, Carvel Road, Pasadena, Maryland 21122, do hereby consent to the substitution of the Petitioners, Richard A. Reinecke and Virginia L. Reinecke, his wife, as purchasers , and in the place and stead of the said Richard A. Reinecke, originally purchaser thereof as aforesaid.

Richard T. Moxley, Trustee

THE WESTERN PERMANENT SAVINGS AND LOAN ASSN., INC.	*	IN THE
	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
	*	Case No.: 20,774
GARY REID BIRCHFIELD	*	
JOANN NAOMI BIRCHFIELD	*	
	*	
	*	

* * * * * * * *

O R D E R

Upon the aforegoing Petition, Affidavit and Consents of Richard A. Reinecke and Virginia L. Reinecke, his wife, and Richard T. Moxley, Trustee, in the herein proceedings, it is this 25th day of September, 1972, ORDERED by theCircuit Court of Anne Arundel County that Richard A. Reinecke and Virginia L. Reinecke be and they are hereby substituted as purchasers of the fee simple property, Box 263 Carvel Road, Pasadena, Maryland 21122, in the place and stead of Richard A. Reinecke.

E. Mackall Childs
JUDGE

FILED
1972 SEP 26 PM 1:56

BOOK 196 PAGE 411

HERMAN C. COOLING 3501 Olympic St.Greenwood Knolls Silver Spring, Maryland 20906 Plaintiff	*	IN THE CIRCUIT COURT FOR
vs	*	ANNE ARUNDEL COUNTY
MERCIE T. COOLING c/o Mrs. Melvin C. Brown 122 North 4th Street Columbia, Pennsylvania 17512 Defendant	*	No. 20,683 Equity

* * * * * * * * *

BILL FOR PARTITION AND SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That Edwin Graham Cooling, late of Anne Arundel County, Maryland, deceased, was in his lifetime seized and possessed of two lots of ground in Galesville, First Assessment District of Anne Arundel County, Maryland, improved by a one and one-half story frame bungalow and a garage. This property is waterfront on Lerch Creek (formerly known as Gales Creek) and was obtained from George F. Hazard by virtue of two Deeds, the first dated June 14, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 217, folio 483, and the second by deed dated August 23, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. 244, folio 85. Certified copies of these Deeds are filed herewith as Plaintiff's Exhibit A.

2. That being so seized and possessed, the said Edwin Graham Cooling departed this life intestate on or about April 22, 1964, leaving surviving him a widow, Mercie T. Cooling, and a nephew, Herman C. Cooling, the Plaintiff herein. That Letters of Administration were granted by the Orphans Court for Anne Arundel County to Mercie T. Cooling and Notice to Creditors issued, however, the administration of the estate has not been completed.

3. That your Orator owns an undivided interest in the real estate mentioned above and that said real estate is not susceptible to equitable partition in kind among the parties entitled thereto without material loss or

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1972 JAN-3 PM 2:48

injury.

4. That it is necessary that this property be sold and the net proceeds of sale distributed among the parties entitled thereto as their interests may appear.

TO THE END THEREFORE,

A. That a trustee or trustees may be appointed by this Court to sell the real estate mentioned in these proceedings and that said trustee or trustees shall grant and convey said property to the purchaser or purchasers by a good and merchantable title, free and clear of any and all claims of the parties to this cause or of any one claiming by, through or under them.

B. That the proceeds of the sale, after the payment of costs and expenses of this suit, be distributed to the parties entitled thereto, as their interests may appear.

C. That your petitioner may have such other and further relief as his case may require.

AND AS IN DUTY BOUND, ETC.

/ Herman C. Cooling
Herman C. Cooling, Petitioner

John H. Hopkins, IV
228 Main St.
Annapolis, Maryland 21401
Tel: 263 3551

Attorney for Petitioner

BOOK 196 PAGE 413

HERMAN C. COOLING Plaintiff	*	IN THE CIRCUIT COURT
VS	*	FOR
MERCIE T. COOLING Defendant	*	ANNE ARUNDEL COUNTY
	*	No. 20,683 Equity

* * * * * * * * *

ORDER OF PUBLICATION

The object of this suit is for partition and sale of real estate.

The Bill recites that Edwin Graham Cooling died intestate on April 22, 1964 leaving surviving him, his widow, Mercie T. Cooling, and a nephew, Herman C. Cooling, and was possessed of two lots of ground in Galesville, Anne Arundel County, Maryland, improved by a frame bungalow and a garage. That the real estate is not susceptible of equitable partition in kind, and prays a trustee be appointed to sell said real estate and distribute the proceeds to the parties entitled thereto, as their interest may appear. That the defendant is a non-resident of Maryland, residing at 122 North 4th Street, Columbia, Pennsylvania, 17512.

IT IS THEREFORE, this 3rd day of January, 1972, by the Circuit Court of Anne Arundel County, in Equity, ORDERED, that the Plaintiff, 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 7th day of Feb., 1972, giving notice to the non-resident respondent, Mercie T. Cooling, of the object and substance of this Bill and Order requiring her to be and appear in this Honorable Court either in person or by Attorney on or before the 7th day of April, 1972, to show Cause, if any she may have, why a decree should not be granted as prayed herein; PROVIDED, HOWEVER, another mode of service may be that a Copy of this Order may be personally served on such respondent ~~one month~~ 60 days before the day fixed for her appearance, which day herein fixed for her said appearance is the 7th day of April, 1972.

Marjorie S. Hart Clerk

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1972 JAN -3 PM 2:48

HERMAN C. COOLING
Plaintiff

VS

MERCIE T. COOLING
Defendant

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* No. 20,683 Equity

* * * * * * * * * * *

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that I, Charles J. Reese (Deputy) Sheriff of Lancaster County, State of Pennsylvania, served a copy of the Bill for Partition and Sale of Real Estate and the Order of Publication issued in the above case, on Mrs. Melvin C. Brown, Niece for Mrs. Mercie T. Cooling, at 122 North 4th Street, Columbia, Lancaster County, Pennsylvania, on the 22nd day of January, 1972, at 12:15 O'Clock P. M. E.S.T.

Charles J. Reese
(Deputy) Sheriff

STATE OF PENNSYLVANIA, COUNTY OF LANCASTER, TO WIT:

I HEREBY CERTIFY, that on this 10th day of ~~January~~ FEBRUARY, 1972, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Charles J. Reese (Deputy) Sheriff, and he made oath in due form of law that the matters and things set forth in the foregoing Certificate are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Mrs Alice M Frey
Notary Public

Comm Exp 9/28/75

FILED

72 FEB 15 AM 10:46

4

BOOK 196 PAGE 415

AFFIDAVIT OF NON-MILITARY SERVICE

No. 20,683 Equity

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

I hereby certify that, on this 19th day of April ,
1972 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

HERMAN C. COOLING

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

MERCIE T. COOLING, Aged

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 19th day of April , 1972 .

Notarial Seal

John H. Hopkins, IV Notary Public.

My Commission will expire on:
July 1, 1974

FILED
1972 APR 19 PM 3:32

Filed,

BOOK 196 PAGE 416

HERMAN C. COOLING
Plaintiff

vs.

MERCIE T. COOLING
Defendant

No. 20,683 [redacted] - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, MERCIE T. COOLING, 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 20th day of April, 1972, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

Matthew S. Evans
Judge

FILED

1972 APR 21 AM 11:53

BOOK 196 PAGE 417

HERMAN C. COOLING	.	IN THE CIRCUIT COURT
Complainant	.	FOR
VS.	.	
MERCIE COOLING	.	ANNE ARUNDEL COUNTY
Respondent	.	EQUITY NO. 20,683

. . . . . .

TESTIMONY ON BEHALF OF COMPLAINANT

May 2, 1972

PRESENT:

John H. Hopkins, Esquire, Solicitor for Complainant.

John G. Rouse, Esquire, Court Examiner and Master.

Mrs. Emily B. Hantske, Court Reporter.

WITNESSES:

Herman C. Cooling, pages 2 to 5.

Vinton Bull, pages 6 to 8.

FILED

1972 MAY -8 PM 2:09

HERMAN CHARLES COOLING, a witness of lawful age, being first duly sworn, deposes and says:

(MR. HOPKINS)

1 Will you state your name and address, please?

A Herman Charles Cooling, 3501 Olympic Street, Silver Spring, Maryland.

2 Did you know Edwin Graham Cooling?

A Yes, I did.

3 Who was he?

A He was my uncle.

4 Is he living today?

A No, he isn't.

5 Do you know about when he died?

A Approximately April 22, 1964.

6 Did he leave any real estate in Anne Arundel County, Maryland?

A Yes, he did.

7 What does that consist of, briefly?

A It's located in Galesville, it's two lots and a house.

8 Is it on the water?

A Yes, it is, it's right on Gale's Creek.

9 I show you two deeds, one dated June 14, 1940, to an E. G. Cooling from George F. Hazard, recorded in liber J.H.H. 217, page 483, is that deed to one of those lots that you mentioned?

A Yes, it is.

(NOTICE OF TAKING OF TESTIMONY TO DEFENDANT FILED

HEREWITH AS EXAMINER'S EXHIBIT NO. 1)

(DEED FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 2)

10 I show you another deed, Mr. Cooling, which is dated August 23, 1941, and recorded in liber J.H.H. 244, page 85, that is also from George F. Hazard to E. G. Cooling, is that the other lot that you mentioned?

A Yes, it is. This is the second lot.

11 Now, is E. G. Cooling and Edwin Graham Cooling the same person?

A Yes, it is.

(DEED FILED HEREWITH AS EXAMINER'S EXHIBIT NO. 3)

12 Mr. Cooling, did Mr. Edwin Graham Cooling leave a will?

A No, he did not.

13 Who did he leave surviving him as his only heirs at law?

A His wife, Mercie T. Cooling.

14 Anybody else?

A Myself, I'm the only other living relative of record.

(MR. ROUSE)

15 How are you related to him?

A My father and he were brothers.

16 Did he have any other brothers or sisters?

A Yes, he did.

17 Who were they?

A He had a brother, Harry Willis Cooling, who is deceased, he had no children, and my father, they were the only two, and my

father was the only one had any children.

18 So your father is deceased, too?

A My father is deceased, too.

19 And so is your other uncle?

A Yes, he is.

20 He died before --

A Before Edwin Graham Cooling did.

(MR. HOPKINS)

21 You wouldn't know the date, or would you know the date?

A Yes, I've got it right here, the date that Harry Willis Cooling died was January 15, 1945.

22 And when did your father die?

A My father died on February 24, 1950.

23 Mr. Cooling, this property, in your opinion, is it acceptable to equitable partition between you and Mrs. Cooling?

A No, there wouldn't hardly be any way that you could do it.

24 Is it your opinion, then, that the only method of making an equitable partition of this would be to sell it and divide the money?

A Right.

25 Is the property occupied?

A No, the property is not occupied, it's vacant as of now.

26 Has it been -- when was the last time it was occupied, has it been occupied recently?

A No, it hasn't been occupied since last summer.

(MR. ROUSE)

27 And you feel it's to the best interests of everybody involved that the property be sold and the proceeds be divided?

A Yes, I do.

VINTON Bull, a witness of lawful age, being first duly sworn, deposes and says:

(MR. HOPKINS)

1 Will you state your name and occupation, please?

A Vinton Bull, Supervisor of Assessments of Anne Arundel County. Address Edgewater, Maryland.

2 Are you qualified as an appraiser?

A I like to think so.

MR. ROUSE: I think he is.

MR. HOPKINS: Is it necessary to state his qualifications, Mr. Rouse?

MR. ROUSE: I don't think so, I certainly would accept him.

3 Mr. Bull, have you seen and appraised the Cooling property in Galesville, the subject matter of this proceeding?

A Yes, sir.

4 Will you state of what it consists and what your evaluation is?

A The description of the property we looked at to make an appraisal, as of 1964, was --

5 Why was that made in 1964?

A Subject to the death of --

6 This was made for the Orphan's Court, is that correct?

A Yes, this is correct, we viewed the property and made a value of it for that purpose. The reference on it is Lot 1, Plat of Lerches Point, unrecorded, and the first deed is J.H.H. 217,

483, that's for Lot 1, and Lot 6 is an unrecorded plat and that is recorded in J.H.H. 244 dash 85. Lot 1 and Lot 6 being an unrecorded plat is located in the 1st Election District of Anne Arundel County, west side of Church Lane on the waters of Lerch Creek in Galesville, and this property is zoned residential and has approximately eighty feet frontage on Lerch's Creek with a good elevation above the high water level.

(MR. ROUSE)

7 Are these lots adjoining, land 6.

A Yes.

MR. HOPKINS: Yes, one is behind, one is on the creek and the other one is behind it.

A And so the description of the improvements there's a dwelling which is a one and a-half story frame bungalow with asbestos shingle siding, composition shingle roof and a full basement. The interior walls are drywall, hardwood first floor and pine the second floor, hot water heat and bath, and contains five hundred and eighty-four square feet, with a hundred and ninety-six square feet of porch, and the dwelling is in average condition. And the services, of course, the school and churches, small stores within a reasonable distance, and of course, there is no water and sewer available in this area. And the market that we -- or the value that we came up for it at the 1964 level, for the land was $6,000.00, and on the bungalow was $7,200.00, and then there is a garage and storage area was

$1,500.00, and a pier for $200.00, making a total of $14,900.00 value for the 1964 year.

8 Do you have any opinion as to approximate value as of 1972?

A Well, seeing the trend that is happening in waterfront, especially waterfront, in recent years, certainly the land is where the value is and we in '64 had set $6,000.00 as the value, and certainly you can with ease, with ease, put that land value to $20,000.00 today, with ease, and in all possibility would even go beyond that, so I would say that certainly you could figure on around $30,000.00 and possibly even more. The prime factor would be in that land because waterfront land is -- you can almost get any figure you put on it.

9 Is that property bulkheaded?

A Yes.

10 Does it have a pier?

A Yes.

(MR. ROUSE)

11 And it's your opinion that its present market value would be somewhere in the neighborhood of $30,000.00?

A At the minimum.

There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in 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 8th day of May, 1972

John G. Rouse, Esq. Examiner (SEAL)

J. G. R. $ 35.00

E. B. H. 15.00
pd.
ekh

15

No. 307976

RECEIPT FOR CERTIFIED MAIL—30¢

SENT TO Mrs. Merc[illegible] T. [illegible]oling
c/o Mrs. Melvin C. Brown

STREET AND NO.
122 North 4th St.

P. O., STATE, AND ZIP CODE
Columbia, Pennsylvania 17512

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt		Deliver to Addressee Only
Shows to whom and date delivered	Shows to whom, date, and where delivered	
☒ 10¢ fee	☐ 35¢ fee	☐ 50¢ fee

POSTMARK OR DATE

POO Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** (See other side)

BOOK 196 PAGE 426

s IV

April 21, 1972

COPY

Mrs. Mercie T. Cooling
c/o Mrs. Melvin C. Brown
122 North 4th Street
Columbia, Pennsylvania 17512

Re: Herman C. Cooling vs Mercie T. Cooling
Circuit Court, Anne Arundel County
Equity No. 20,683

Dear Mrs. Cooling:

This is to notify you that Mr. Herman C. Cooling will appear before a Court Master in Room No. 205 Anne Arundel County Court House, on Tuesday, May 2, 1972, at 9:15 A.M. to present testimony to support his Bill of Complaint for Partition and Sale of the Galesville property.

You may be present and testify if you so desire.

Very truly yours,

John H. Hopkins, IV

JHHIV:ak

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Examiner's Exhibit No 1
Cooling v Cooling, Equity No 20,683
[signature]

INSTRUCTIONS TO DE[illegible]ERING EMPLOYEE
☐ Show to whom, date, and address where delivered ☐ [illegible]er ONLY to addressee
(Additional charges required for these services)

RECEIPT
Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 307976
INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*) X Mercie Cooling
2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 4-24-72
3 SHOW WHERE DELIVERED (*only if requested*)

c55—16—71548-10 GPO

JHH 244 BOOK 196 PAGE 427

85

(INT. REV.STAMP 55¢) (MD. ST. STAMP 40¢)

THIS DEED made this 23rd day of August, 1941, by and between George F. Hazard of Anne Arundel County, Maryland, party of the first part hereinafter referred to as "GRANTOR"; and E. G. Cooling of Anne Arundel County, Maryland, party of the second part hereinafter referred to as "GRANTEE".

WITNESSETH: That for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTOR does hereby grant, convey and release unto the said GRANTEE, his heirs or assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same in the northernmost line of an entire tract of land described in a Deed from R.H. Woodfield to George F. Hazard and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 324, said point of beginning being located along said line south 72 degrees 10 minutes east 122.2 feet from an iron pipe set on the shore of Gales Creek at the end of the aforementioned northernmost line; thence continuing with this line, with correction for magnetic variation, south 72 degrees 10 minutes east 75 feet to a wooden stake; thence south 17 degrees 38 minutes west 107.63 feet to a wooden stake set on the north side of a 16 foot road; thence with said road north 72 degrees 06 minutes west 75 feet to a wooden stake; thence leaving said road and running north 17 degrees 38 minutes east 107.55 feet to the place of beginning.

BEING Lot No. 6 as shown on an unrecorded plat of Lerch's Point as laid out by J. R. McCrone Jr., Registered Professional Engineer and Land Surveyor, in May, 1940.

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

TO HAVE AND TO HOLD the above described lot of ground unto and to the proper use and benefit of the said GRANTEE, his heirs and assigns, in fee simple; subject, however, to the covenants and restrictions of record.

AND the said party of the first part hereby covenants that he will WARRANT SPECIALLY the title to the lot of ground, hereby conveyed, and will execute such other and further assurances of the same as may be from time to time requisite.

WITNESS the hand and seal of the said GRANTOR.

TEST: GEORGE F. HAZARD (SEAL)

MRS. BERNARD HARDESTY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28 day of August, 1941, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George F. Hazard and acknowledged the aforegoing Deed tobe his act.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL) BERNARD HARDESTY.

NOTARY PUBLIC

Recorded- 29th-Aug-1941-at-2-P.M.

BOOK 196 PAGE 428

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber JHH..., No. 244..., folio...85....., one of the.....LAND..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this...2....day of.....MAY..... A. D., 1972

Marguerite S. Holt

Clerk of the Circuit Court for Anne Arundel County

Examiner's Exhibit No. 3
Corling v. Corling, Equity No. 20,683
J. L. S. Rowe
Examiner

LIC. – 1

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Gertrude Rowles, her heirs and assigns, forever, in fee simple.

WITNESS my hand and seal.

TEST:

JAMES M. HOFFA

WESLEY W. ROWLES (SEAL)
Administrator of the estate of
Charles F. Rowles, deceased.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 18th day of June, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Wesley W. Rowles, Administrator of the Estate of Charles F. Rowles, deceased, and acknowledged the foregoing deed to be his act.

(NOTARIAL SEAL)

CLEMENCE C. BURWELL
NOTARY PUBLIC

My commission expires May 5, 1941.

Recorded-June-18-1940-12:05-P.M.

(INT. REV. STAMP 50¢) (MD. STATE STAMP 50¢)

THIS DEED made this Fourteenth day of June, 1940, by and between George F. Hazard of Anne Arundel County, Maryland, party of the first part hereinafter referred to as "GRANTOR"; and E.G. Cooling of Anne Arundel County, Maryland, party of the second part hereinafter referred to as "GRANTEE".

WITNESSETH: That for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTOR does hereby grant, convey and release unto the said GRANTEE, his heirs or assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same at an iron pipe located on the shore of Gales Creek at a point where the northernmost outline of the entire tract described in a deed from H.H. Woodfield etc. to George F. Hazard and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #101, folio 324, intersects said shore line of Gales Creek, thence with the above mentioned line with correction for magnetic variation S. 72 degrees 10 minutes E. 122.2'ft. to a wooden stake, thence leaving said line and running S. 17 degrees 38 minutes W. 107.55' ft. to the north side of a 16' ft. road, thence with said road N. 72_ 06 minutes W. 82.55'ft. to a stake, thence continuing on the same line 16'ft. to the shore of Gales Creek, thence with said shore line in a northerly direction 113'ft. more or less to the beginning. Being Lot #1 as shown on an unrecorded plat of Lerch's Point as laid out by J.R. McCrone, Jr., Engineer & Surveyor, in May 1940.

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

TO HAVE AND TO HOLD the above described lot of ground unto and to the proper use and benefit of said GRANTEE his heirs or assigns, in fee simple; subject, however, to the covenants and restrictions of record.

AND the said party of the first part hereby covenants that he will WARRANT SPECIALLY the title to the lot of ground, hereby conveyed, and will execute such other and further assur-

Examiner's Exhibit No. 2
Cooling v Cooling, Equity No. 20,683
J.R.S. Hom L.
Exam.

19

484

JHH 217

ances of the same as may be from time to time requisite.

WITNESS the hand and seal of the said GRANTOR,

TEST:

M.E. HARDESTY GEORGE F. HAZARD (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17 day of June, 1940, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George F. Hazard and acknowledged the aforegoing deed to be his act.

WITNESS my hand and notarial seal.

(NOTARIAL SEAL) BERNARD G. HARDESTY

NOTARY PUBLIC

My Commission expires May 1, 1941.

Recorded June 18 1940 12:10 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber JHH, No 217, folio 483, one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2 day of MAY A. D. 1972

Marjorie S Holt

Clerk of the Circuit Court for Anne Arundel County

MC - 1

BOOK 196 PAGE 431

HERMAN C. COOLING	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS.	*	FOR
MERCIE COOLING	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY NO. 20,683

****

REPORT OF MASTER AND EXAMINER

1/3/72 Bill for Partition and Sale of Real Estate filed by resident against non-resident.

2/15/72 Certificate of Personal Service of Order of Publication on Respondent filed.

4/21/72 Decree Pro Confesso entered after prior filing of Non-Military Affidavit.

5/2/72 Testimony taken before Examiner after prior notice to Respondent (See Examiner's Exhibit No. 1).

Substance of Testimony:

The late Edwin Graham Cooling, was the owner of two lots of ground in Galesville, improved by a one and one-half story frame bungalow and garage. This property is water-front on Lerch Creek (formerly Gales Creek) and more fully described by virtue of two deeds, the first dated June 14, 1940, Liber J.H.H. 217,folio 483 and the second dated August 23, 1941, Liber J.H.H. 244, folio 85. (See Examiner's Exhibits Nos. 2 and 3).

Edwin G. Cooling died April 22, 1964 intestate and survived by a widow, Mercie T. Cooling, the Respondent, and a nephew, Herman C. Cooling, the Complainant, there being no other heirs (T. pp. 3-4).

A qualified appraiser testified that the property had been appraised in 1964 at the time of Mr. Cooling's death at $6,000.00 for the land and $8,900.00 for the improvements thereon. In his opinion, the approximate value as of 1972 would be $20,000.00 for land and $10,000.00 for the improvements, making a total of $30,000.00 (See T. PP. 7-8).

The property is unoccupied at the present. Since it appears clear it cannot be physically divided among(T. p. 4) the parties, it is recommended that the property be sold and the proceeds of sale be divided between the parties in accordance with their respective interests

Case ready for Decree May 19, 1972.

Attached form of Decree recommended.

John G. Rouse
MASTER AND EXAMINER

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BOOK 196 PAGE 432

HERMAN C. COOLING	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS.	*	FOR
MERCIE COOLING	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY NO. 20, 683

****

D E C R E E

This cause standing ready for hearing and being submitted, all of the proceedings and exhibits were by the Court read and considered.

It is thereupon this 22nd day of May, 1972, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than the appraised value thereof, and that John H. Hopkins, be and he is hereby appointed Trustee, to make such sale and that the course and manner of his proceeding 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 in the penalty of $30,000.00 conditioned for the faithful performance of the trust imposed on him by this Decree, or to be reposed on him by any future order or decree in the premises; he shall then proceed to make the sale and, if at public sale, by giving at least three weeks' notice by advertisement of the time, place, and terms of sale in a newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which sale shall be as follows, a deposit of 10% of the amount of the purchase money shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the date of the sale at the rate of 6%.

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1972 MAY 22 AM 10:42

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

And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

George Saulsa
Judge

BOOK 196 PAGE 434

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BOOK 16 PAGE 80

Equity 20,683

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN H. HOPKINS, IV

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 THIRTY THOUSAND AND 00/100 - - - ($30,000.00) - - - 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 7th day of June in the year of our Lord one thousand nine hundred and seventy-two.

WHEREAS, the above bounden John H. Hopkins, IV by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell Real Estate

mentioned in the proceedings in the case of Herman C. Cooling

vs:

Mercie Cooling

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John H. Hopkins, IV

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.

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1972 JUN-7 PM 3:42

Signed, sealed and delivered in the presence of:

John H. Hopkins, IV (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Ardis D. King *As to Surety* By John H. Hopkins, IV, *Attorney-in-Fact*

MD3116a—500, 7-70 186010
Trustee's Bond

Bond approved this 7th day of June, 1972

Marjorie S. Holt, Clerk.

24

Trustee's Sale

OF VALUABLE WATERFRONT IMPROVED REAL ESTATE AT GALESVILLE

By virtue of a Decree of the Circuit Court for Anne Arundel County dated May 22, 1972, passed in a cause entitled Herman C. Cooling vs Mercie Cooling, No. 20,683, Equity, the undersigned TRUSTEE will sell at Public Auction at the Court House door in Annapolis, Maryland on

TUESDAY, JUNE 20, 1972
AT 11:00 O'CLOCK A.M.

the following property:

All those two (2) lots of ground particularly described in two (2) deeds to Edwin Graham Cooling, now deceased, dated June 14, 1940, recorded in Liber J.H.H. 217, folio 483, and August 23, 1941, recorded in Liber J.H.H. 244, folio 85, among the Land Records of Anne Arundel County, fronting 110 feet, more or less, on "Gales" Creek, also known as "Lerch's" Creek, and running back therefrom 180 feet, more or less, and being known as Lots Nos. 1 and 6 on an unrecorded plat of "Lerch's Pt."

IMPROVED by a one and one-half story frame bungalow with asbestos shingle siding, composition shingle roof, with full basement, porches and separate garage. Has hot water heat and bath.

TERMS OF SALE: Cash Deposit of Ten percent (10 per cent) of purchase price at time of sale. Balance in cash upon ratification of sale by Court, or all cash at option of purchaser, any deferred payment to bear interest from date of sale at the rate of Six percent (6 per cent), per annum. Taxes and other public charges to be adjusted to the date of sale. Cost of all Documentary and Transfer taxes to be paid by purchaser.

FOR further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV,
Trustee
228 Main Street
Annapolis, Maryland 21401
Tel: 301-263-3551

ROBERT H. CAMPBELL
Auctioneer

J-15

BOOK 196 PAGE 435 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1972

We hereby certify, that the annexed

Trustee's Sale
Galesville
"Lerch's Creek"
"Lerch's Pt."

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 June, 1972

The insertions being made the 25 of May and 1, 8, & 15 of June, 1972

THE CAPITAL-GAZETTE PRESS, INC.

FILED By Sandra E. Snyder

1972 JUN 15 PM 3:02

BOOK 196 PAGE 436

HERMAN C. COOLING	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS.	*	FOR
MERCIE COOLING	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY NO. 20,683

****

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have on this 20th day of June, 1972, sold the improved property at Galesville, Maryland, being all those two (2) lots of ground particularly described in two (2) deeds to Edwin Graham Cooling, now deceased, dated June 14, 1940, recorded in Liber J.H.H. 217, folio 483, and August 23, 1941, recorded in Liber J.H.H. 244, folio 85, among the Land Records of Anne Arundel County, fronting 110 feet, more or less, on "Gales" Creek, also known as "Lerch's" Creek, and running back therefrom 180 feet, more or less, and being known as Lots Nos. 1 and 6 on an unrecorded plat of "Lerch's Pt." , and more fully described in the Advertisement for Sale at and for the sum of Forty Nine Thousand Five Hundred — Dollars, to William J. Winkler and Ann D. Winkler, his wife he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell Auctioneer

PURCHASER'S AGREEMENT

I, (WE) HEREBY CERTIFY, that I,(we) have on this 20th day of June, 1972, purchased the property in Galesville, Maryland, as described above, and more fully described in the Advertisement for Sale, from John H. Hopkins, IV, Trustee, for the sum of Forty Nine Thousand Five Hundred ———— Dollars, and I,(we) hereby agree to comply with the terms of sale, as set forth in the attached Advertisement.

WITNESS:

Walter L. Steele, III

William J. Winkler

Mrs. Ann D. Winkler Purchaser (s)

FILED

1972 JUN 20 PM 2:57

BOOK 196 PAGE 437

ROBERT H. CAMPBELL ..... Auctioneer

TRUSTEE'S SALE

of valuable

WATERFRONT IMPROVED REAL ESTATE

at Galesville

By virtue of a Decree of the Circuit Court for Anne Arundel County dated May 22, 1972, passed in a cause entitled Herman C. Cooling vs Mercie Cooling, No. 20,683, Equity, the undersigned TRUSTEE will sell at Public Auction at the Court House door in Annapolis, Maryland on

TUESDAY, JUNE 20, 1972

AT 11:00 O'CLOCK A.M.

the following property:

All those two (2) lots of ground particularly described in two (2) deeds to Edwin Graham Cooling, now deceased, dated June 14, 1940, recorded in Liber J.H.H. 217, folio 483, and August 23, 1941, recorded in Liber J.H.H. 244, folio 85, among the Land Records of Anne Arundel County, fronting 110 feet, more or less, on "Gales" Creek, also known as "Lerch's" Creek, and running back therefrom 180 feet, more or less, and being known as Lots Nos. 1 and 6 on an unrecorded plat of "Lerch's Pt."

IMPROVED by a one and one-half story frame bungalow with asbestos shingle siding, composition shingle roof, with full basement, porches and separate garage. Has hot water heat and bath.

TERMS OF SALE: Cash Deposit of Ten percent (10%) of purchase price at time of sale. Balance in cash upon ratification of sale by Court, or all cash at option of purchaser, any deferred payment to bear interest from date of sale at the rate of Six percent (6%), per annum. Taxes and other public charges to be adjusted to the date of sale. Cost of all Documentary and Transfer taxes to be paid by purchaser.

FOR further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV, Trustee
228 Main Street
Annapolis, Maryland 21401
Tel: 301-263-3551

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1972 JUN 20 PM 2:57

25

BOOK 196 PAGE 438

HERMAN C. COOLING	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
MERCIE COOLING	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY NO. 20,683

* * * * * * * * * * *

PURCHASERS' AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of June, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Winkler and Ann D. Winkler, his wife (Purchaser (s) at the Trustee's Sale in this cause and made oath in due form of law that they (are) (~~is~~) the purchaser (s) and purchased same as Principal (s) ~~Agents for~~ _____ and that they (have) (~~has~~) not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

William J. Winkler (Seal)
Purchaser William J. Winkler

Ann D. Winkler (Seal)
Purchaser Ann D. Winkler

Norma S. Prout
Norma S. Prout Notary Public

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1972 JUN 20 PM 2:57

HERMAN C. COOLING	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
MERCIE COOLING	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY NO. 20,683

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of John H. Hopkins, IV, Trustee, respectfully shows:

That, whereas by a certain Decree of the Circuit Court for Anne Arundel County, dated May 22, 1972, and passed in the above captioned cause, the said John H. Hopkins, IV, Trustee, was authorized to sell the real property described in proceedings, and

Whereas the said John H. Hopkins, IV, Trustee, in pursuance of the power and authority vested in him by said Decree, and having given bond as security for the faithful performance of his trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, for three (3) successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Decree as required by law, did attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, June 20, at eleven (11:00) o'clock, A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned in said Decree, and being more particularly described as follows:

All those two (2) lots of ground particularly described in two (2) deeds to Edwin Graham Cooling, now deceased, dated June 14, 1940, recorded in Liber J.H.H. 217, folio 483, and August 23, 1941, recorded in Liber J.H.H. 244, folio 85, among the Land Records of Anne Arundel County,

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1972 JUN 20 PM 2:56

fronting 110 feet, more or less, on "Gales" Creek, also known as "Lerch's" Creek, and running back therefrom 180 feet, more or less, and being known as Lots Nos. 1 and 6 on an unrecorded plat of "Lerch's Pt."

And the said Trustee sold the above described property to William J. Winkler and Ann D. Winkler, his wife, for the sum of Forty-nine Thousand Five Hundred Dollars ($49,500.00), they being the highest bidder therefor, and said purchasers having complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of June, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV, Trustee, and made oath in due form of law that the matters and things set forth therein are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Norma L Pruett
Notary Public

John H. Hopkins, IV, Esquire
228 Main Street
Annapolis, Maryland 21401

BOOK 196 PAGE 441 FOR: EVENING CAPITAL (June 23rd Edition)

ORDER NISI

HERMAN C. COOLING

versus

MERCIE COOLING

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,683 Equity

Ordered, this 20th day of June, 1972, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of July next.

The report states that the amount of sale was $ 49,500.00

Margerie S. Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HERMAN C. COOLING

versus

MERCIE COOLING

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of July, 1972 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.

Luzy S. Melnert
JUDGE.

EQ-15

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1972 JUL 27 AM 11:58

30

BOOK 196 PAGE 442

Order Nisi

IN THE CIRCUIT COURT FOR FOR ANNE ARUNDEL COUNTY
NO.20,683 EQUITY
HERMAN C. COOLING
(VERSUS)
MERCIE COOLING

Ordered this 20th day of June 1972, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of July next.

The report states that the amount of sale was $49,500.00

MARJORIE S. HOLT
Clerk.

True copy,
TEST
MARJORIE S. HOLT
Clerk

JY-7

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 20,683

Herman C. Cooling vs.

Mercie Cooling

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 7th day of July, 1972

The insertions being made the 23rd 30th of June,

and 7th of July, 1972

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. FILED
1972 JUL 10 PM 2:40

By Sandra E. Snyder

31

BOOK 196 PAGE 443

In the Case of

HERMAN C. COOLING

VS.

MERCIE T. COOLING

In the

Circuit Court

For

Anne Arundel County

No. 20,683 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
1972 SEP 15 PM 2:09

All of which is respectfully submitted.

9/14/72

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of October, 1972, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: , deputy

FILED
1972 OCT -3 AM 10:20

EQ-23

BOOK 196 PAGE 444

Dr. Herman C. Cooling VS Mercie T. Cooling

In Acct. with John H. Hopkins, IV, Trustee

				Cr.	
By	Amount of sale as per Trustee's Report				
	of Sale filed		49,500 00		
By	Interest, 6% on deferred payment				
	$44,550.00, 6/20/72 to 8/29/72		513 22		
By	Adjustment, taxes, 6/20/72 to 6/30/72		4 42		
				50,017	64
To	Trustee for commission, viz	2,625 00			
			2,625 00		
To	Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	87 00			
	John G. Rouse, Examiner	35 00			
	Emily Hantske, stenographer	15 00			
	Auditor, this account	150 00			
			297 00		
To	Trustee for expenses, viz				
	Fidelity & Deposit Co. of Md. - bond	120 00			
	Capital Gazette Press Inc.				
	Advertising & Nisi	106 00			
	Capital Gazette Press Inc. - handbills	20 28			
	Capital Gazette Press Inc. - notice to				
	creditors	25 00			
	Vinton T. Bull & James S. Webb, appraisal				
	and testimony	30 00			
	Clerk, certified copies - deed	3 50			
	Sheriff, Lancaster Co., Pennsylvania	14 65			
	Robert H. Campbell, auctioneer's fee	880 00			
	Mercie T. Cooling, reimbursement for over-				
	payment of personal estate	104 05			
	Title Insurance Agency - service fee	25 00			
			1,328 48		
	BALANCE FOR DISTRIBUTION $45,767.16				

	DISTRIBUTION							
To	Mercie T. Cooling, widow							
	Per: Section 134 Article 93 (1957 Edition)							
	$4,000.00 + ½ of residue	$24,883.58						
	Less Direct Inheritance							
	Tax 1%	248.84						
			24,634	74				
To	Herman C. Cooling, nephew							
	½ of residue	$20,883.58						
	Less Collateral Inheritance							
	Tax 7½%	1,566.27						
			19,317	31				
	Register of Wills, Anne Arundel County,							
	Inheritance Tax		1,815	11				
					45,767	16		
							50,017	64

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate LEXINGTON AND LIBERTY STREETS BALTIMORE, MARYLAND 21201 PLAINTIFF	:	Docket_____ Folio_____ Case No. 20,782 Equity Filed_____
VS.	:	IN THE
LUTHER CONSTRUCTION CO., INC. now known as The Kasten Construction Company, Inc., by merger, a body corporate 624 Chapelgate Drive Odenton, Maryland 21113 DEFENDANT	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

PETITION FOR SALE OF PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents:

1. That on the 15th day of April A.D. 1965 the defendant executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $288,200.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after 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.

2. That from time to time, after the date of said mortgage, certain of the twenty-two (22) lots described therein were released from said mortgage leaving the following eleven (11) lots of ground subject to the lien of said mortgage:

BEGINNING for the same and being known and designated as Lots Nos. 1A, 1B, 12A, 12B, 14A, 14B, 16A, 17A, 17B, 24A and 24B as shown on the "Plat of Maple Ridge, Section 4" which Plat is recorded among the Lane Records of Anne Arundel County in Plat Book No. 32 folio 69. The improvements on said lots being respectively known as 1316 Chapelview Drive (also known as 616 Cadbury Drive), 1318 Chapelview Drive, 1306 Burlington Drive, 1308 Burlington Drive, 625 Cadbury Drive, 627 Cadbury Drive, 1321 Burlington Drive, 620 Cadbury Drive, 618 Cadbury Drive, 626 Cadbury Drive (also known as 1314 Burlington Drive) and 628 Cadbury Drive.

3. Said mortgagor is presently in default under the covenants of said mortgage.

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

And as in duty, etc.

W. Thomas Gisriel

W. Thomas Gisriel
204 N. Liberty Street
Baltimore, Md. 21201
539-0513
Attorney for Plaintiff

FILED

72 MAR 20 AM 10:04

MORTGAGE FILE—CITY OR COUNTY—Form 16.

BOOK 196 PAGE 447

BOOK 1851 PAGE 575

THIS MORTGAGE, Made this 15Th day of April

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

Luther Construction Co., Inc., a body corporate

Mortgagor of the State of Maryland, of the first part, and
The American National Building and Loan Association of Baltimore City,
a body corporate of the State of Maryland
, Mortgagee , of the second part:

Whereas, the said mortgagee, has this day loaned to the said mortgagor, the sum of $288,200.00 being part of the purchase price of the hereinafter described property, and the said mortgagor stands bona fide indebted in the full and just sum of $288,200.00, which said sum the said mortgagor hereby covenants and agrees to repay to the said mortgagee at the expiration of 2 years from the date of these presents with interest thereon at the rate of 6% per annum, payable monthly both principal and interest being payable in lawful money of the United States of America, and whereas it was a condition precedent to the making of this loan that this mortgage should be executed to secure the repayment of the aforesaid sum of $288,200.00 with interest thereon payable as aforesaid.

20382

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Luther Construction Co., Inc.

do es grant and convey unto
The American National Building and Loan Association of Baltimore City,
its successors and assigns heirs and assigns,
in fee simple, all those twenty-two (22)- lot s or parcels of ground situate and lying in the
----Anne Arundel County------ aforesaid, and described as follows, to wit:—Beginning for
BEGINNING for the same and being known and designated as Lots Nos. 24A and 24B, Block J, Lots Nos. 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, and 14B, Block L, Lots Nos. 1A, 1B, 16A, 16B, 17A, and 17B, Block M; and Lots Nos. 10A, 10B, 11A, and 11B, Block N as shown upon a Plat of Maple Ridge, Section 4, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32 folio 69.

BEING the same twenty-two (22) lots of ground described in a Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County which was granted and conveyed by The Kasten Construction Company, Inc., unto the herein mortgagor.

FILED
FILED
72 MAR 20 AM 10:04
72 MAR 20 AM 10:04

"PETITIONER'S EXHIBIT NO. 1"

633.60

The mortgagee agrees to grant the mortgagor partial releases as requested by the mortgagor upon the payment to the mortgagee of $13,100.00 on each of the aforementioned lots.

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 The American National Building and Loan Association of Baltimore City, its successors and assigns, forever in fee simple.

Provided, that if the said Luther Construction Co., Inc., its successors

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two hundred eighty-eight thousand two hundred ($288,200.00) 00/100 dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors personal representatives, or assigns, or J. Purdon Wright 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 ---$2,900.00--------- 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 personal representatives or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor its successors personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself, its successors 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 for itself, its successors personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors personal representatives or assigns, or J. Purdon Wright, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its successors personal representatives 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 party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two hundred eighty-eight thousand two hundred and 00/100 ($288,200.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its successors personal representatives or assigns, to the extent of its lien or claim hereunder.

Witness the act of the said body corporate, Mortgagor, by the signature of its President, together with its corporate seal hereto affixed.

TEST:

Catherine E. Preston

Luther Construction Co., Inc. [SEAL]

BY: John L. Kasten [SEAL]
John L. Kasten President

[SEAL]

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 15th day of April in the year one thousand nine hundred and sixty-five before me, a Notary Public of the State of Maryland, in and for the Baltimore City aforesaid, personally appeared John L. Kasten President of Luther Construction Co., Inc. the Mortgagor named in the foregoing Mortgage, and he on the same day acknowledged the foregoing Mortgage to be its corporate act. And at the same time also appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, 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.

Catherine E. Preston, Notary Public
Catherine E. Preston

Rec'd for record Apr. 19, 1965 at 10:13 A.M.

Mailed to American Nat'l. B. & L. Assn. of Balto. City

E-118--1M—7-67.

BOOK 196 PAGE 450

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
LEXINGTON AND LIBERTY STREETS
BALTIMORE, MARYLAND 21201
PLAINTIFF

VS.

LUTHER CONSTRUCTION CO., INC., now known as The Kasten Construction Company, Inc., by merger, a body corporate
624 Chapelgate Drive
Odenton, Maryland 21113
DEFENDANT

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY

Docket No._____ Folio _____

Case No._____

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Luther Construction Co., Inc, which by merger is now known as The Kasten Construction Company, Inc.
to The American National Building and Loan Association of Baltimore City

dated the 15th day of April, 19 65, and recorded among the Land Records of ANNE ARUNDEL ~~Baltimore~~ County in Liber L.N.P. No. 1851 Folio 575

Principal Balance as of March 15, 1972	$ 144,100.00
Interest, December 1, 1967 to June 30, 1972	14,224.17
TOTAL	$ 158,324.17
Debit in Expense Account	135.89
	$ 158,460.06

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

FILED
MAR 20 10:04

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

I HEREBY CERTIFY, that on this 17th day of March in the year nineteen hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for said CITY ~~County~~ of Baltimore, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City,

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

Margaret Mitchell
Margaret Mitchell Notary Public

My Commission expires: 7-1-74

BOOK 196 PAGE 451

M-11/59

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

VS.

LUTHER CONSTRUCTION CO., INC. now known
as The Kasten Construction Company, Inc.,
by merger, a body corporate
624 Chapelgate Drive
Odenton, Maryland 21113
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
/ ~~BALTIMORE~~ COUNTY, IN EQUITY

Docket No. ___, Folio___

Case No. _____

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 17th day of March, 1972 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, mortgagee /and made oath in due form of law that the ~~knows the~~ Defendant(s) herein /~~and that to the best of~~ is a corporation and ~~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.

Margaret Mitchell
Margaret Mitchell Notary Public

FILED

72 MAR 20 AM 10:04

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, Affiant
President

E-117—2M—7-69.

BOOK 196 PAGE 452

Decree in Circuit Court for Baltimore County.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
LEXINGTON AND LIBERTY STREETS
BALTIMORE, MARYLAND 21201
PLAINTIFF

Vs.

LUTHER CONSTRUCTION CO., INC. now known as The Kasten Construction Company, Inc., by merger, a body corporate
624 Chapelgate Drive
Odenton, Maryland 21113
DEFENDANT

DOCKET 22 FOLIO 333

CASE NO. No. 20,782 Equity

FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL / ~~BALTIMORE~~ 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 20th day of March, in the year nineteen hundred and seventy-two, by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that W. THOMAS GISRIEL be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of $159,500.00 (Fair Value) Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement, inserted in such weekly newspaper or newspapers published in the County of ~~Baltimore~~ Anne Arundel, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)], of the time, place, manner and terms of sale, which shall be cash, deposit of $1000.00 for each property or $11000.00 if sold as an entirety at time of sale. balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Hammy Bond Jr.
JUDGE

FILED

72 MAR 21 PM 2 07

BOOK 196 PAGE 453

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, * IN THE

Plaintiff * CIRCUIT COURT

VS. OF

LUTHER CONSTRUCTION COMPANY, INC. now known as THE KASTEN CONSTRUCTION COMPANY, INC. * ANNE ARUNDEL COUNTY

* IN EQUITY
Docket 27, folio 98

Defendant

* * * * *

ORDER OF SATISFACTION AS TO ONE LOT ONLY

Mr. Clerk,

Kindly enter the decree in the above entitled mortgage foreclosure case "SETTLED AND SATISFIED" as to the following described property only:

> Being known and designated as Lot No. 16A, Block M as shown on the Plat entitled "Maple Ridge, Section 4" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 32, folio 69. The improvements whereon are known as 1321 Burlington Drive.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President
Plaintiff

W. Thomas Gisriel
W. Thomas Gisriel
Attorney for Plaintiff
204 North Liberty Street
Baltimore, Maryland 21201
539-0513

STATE OF MARYLAND
: SS
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 14th day of April, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard I. Scaggs the President of The American National Building and Loan Association of Baltimore City, a body corporate, and made oath in due form of law that the said corporation authorized the execution of the above ORDER OF SATISFACTION as to the above described lot of ground.

AS WITNESS, my hand and Notarial Seal.

FILED

1972 APR 24 AM 9:11

Margaret Mitchell
Margaret Mitchell, Notary Public

E-118--1M—10-68

BOOK 196 PAGE 454

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
LEXINGTON AND LIBERTY STREETS
BALTIMORE, MARYLAND 21201
PLAINTIFF

VS.

LUTHER CONSTRUCTION CO., INC., now known as The Kasten Construction Company, Inc., by merger, a body corporate
624 Chapelgate Drive
Odenton, Maryland 21113
DEFENDANT

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY

Docket No. 27 Folio 233

Case No. 20782

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Luther Construction Co., Inc. which by merger is now known as The Kasten Construction Company, Inc.,
to The American National Building and Loan Association of Baltimore City

dated the 15th day of April, 19 65, and recorded among the Land
Records of Anne Arundel County in Liber L.N.P. No. 1851 Folio 575

Principal Balance as of April 21, 1972	$ 131,000.00
Interest, December 1, 1967 to July 30, 1972	11,232.28
	$ 142,232.28
Debit in Expense Account	76.89
	$ 142,309.17

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

CITY

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

I HEREBY CERTIFY, that on this 7th day of JUNE in the year nineteen hundred and seventy-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ CITY of Baltimore, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City,

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

Margaret Mitchell
Margaret Mitchell Notary Public

My Commission expires: 7-1-74

FILED
1972 JUN -9 AM 9:44

Trustee's Bond

BOOK 196 PAGE 455

Bond No. 3 83 12 77

BOOK 16 PAGE 83

KNOW ALL MEN BY THESE PRESENTS:

No. 20,782 Equity

THAT WE W. Thomas Gisriel

204 N. Liberty Street, Baltimore, Maryland 21201 as principal,

and GREAT AMERICAN INSURANCE COMPANY a corporation of the State of

, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of One hundred fifty-nine thousand Five hundred and 00/100 Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 19th day of June in the year of our Lord one thousand nine hundred and seventy-two.

WHEREAS, the above bounden W. Thomas Gisriel by virtue of a decree of the Honorable Judge of the Circuit Court for Anne Arundel County has been appointed trustee to sell Real Estate

mentioned in the proceedings in the case of The American National Building and Loan Association of Baltimore City *vs.* Luther Construction Co., Inc. now known as Kasten Construction Co., Inc.

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN W. Thomas Gisriel 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

Wm. Bruce Oswald
Wm. BRUCE OSWALD (AS TO TRUSTEE)
Signed, sealed and delivered in the presence of

Elaine D. Davis
As to surety-Elaine D. Davis

W. Thomas Gisriel (SEAL)

W. Thomas Gisriel (SEAL)

GREAT AMERICAN INSURANCE COMPANY (SEAL)

(SEAL)

Charles H. Cover, Attorney-in-fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 196 ..

By:
Vice President

ATTEST:

Assistant Secretary

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

, 19

Bond approved this 20th day of June, 1972

Marjorie S. Holt, Clerk

Assistant Secretary

FILED

1972 JUN 20 AM 10: 17

BOOK 196 PAGE 456

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

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

I HEREBY CERTIFY, that on this ~~21st~~ 18th Day of ~~June~~ July, 1972, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, Baltimore County personally appeared Blanche Gooden, Vice President of Walter J. Crismer & Son, Inc.

purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he/they—is/are the purchaser/s and purchased same as principal and not as an agent for anyone, or he/they purchased same as agent and his/their principal is ....., and that he/they has/have not directly or indirectly discouraged anyone from bidding for the said 1316,1318 Chapelview Drive 1306,1308 Burlington Drive 625,627,620,618,626,628 Cadbury Dr., Maple Ridge, Odenton, Anne Arundel County, Md. mentioned in the said Report of Sale.

WALTER J. CRISMER & SON, INC.
Purchaser

BY: Blanche B. Gooden
Purchaser

(SEAL) W. J. Crismer & Son
Notary Public

FILED
1972 JUL 20 AM 9:50

BOOK 196 PAGE 457

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

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

vs.

LUTHER CONSTRUCTION CO., INC. now known as The Kasten Construction Company, Inc., by merger, a body corporate
624 Chapelgate Drive
Odenton, Maryland 21113
Defendant

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY,
~~BALTIMORE CITY~~
IN EQUITY
Docket 27 Folio 233
Case No. 20,782

AUCTIONEER'S AFFIDAVIT

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

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 17th Day of July, 1972.

MILDRED A. DELLMAN NOTARY PUBLIC BALTIMORE, MD.

Mildred A. Dellman
Notary Public

FILED
1972 JUL 20 AM 9:50

MEMBER OF AUCTIONEERS ASSOCIATION OF [illegible] INC.

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Oriental Rugs BOOK 196 PAGE 458

Alex Cooper Auctioneers, Inc. AUCTIONEERS — REALTORS — APPRAISERS

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

July 17, 1972

212 N. CALVERT STREET
BALTIMORE, MARYLAND 21202

Name W. Thomas Gisriel, Trustee

Address 204 N. Liberty Street

Please Note New Address:
345 NO. CHARLES ST.
BALTIMORE, MD. 21201

Reference: Public Auction Sale			
1316, 1318 Chapelview Drive			
1306,1308 Burlington Drive			
625, 627, 620, 618, 626, 628			
Cadbury Drive, Maple Ridge,			
Odenton, Anne Arundel Co., Md.			
Commission	250	00	
Advertising: Sun Paper	157	20	
Total Charges	407	20	

FILED

1972 JUL 20 AM 9:50

BOOK 196 PAGE 459

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201 PLAINTIFF	:	Docket 27 Folio 233
	:	Case No. 20782
	:	Filed March 20, 1972
VS.	:	IN THE
LUTHER CONSTRUCTION CO., INC. now known as THE KASTEN CONSTRUCTION COMPANY, INC., by merger, a body corporate 624 Chapelgate Drive Odenton, Maryland 21213 DEFENDANT	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

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

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY:

The Report of Sale of W. Thomas Gisriel, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple properties known as:

> Lots Nos. 1A, 1B, Block M, 12A, 12B, 14A, 14B, Block L, 17A, 17B, Block M, 24A and 24B, Block J, as shown on the "Plat of Maple Ridge, Section 4" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32 folio 69. The improvements on said lots being respectively known as 1316 Chapelview Drive (also known as 616 Cadbury Drive), 1318 Chapelview Drive, 1306 Burlington Drive, 1308 Burlington Drive, 625 Cadbury Drive, 627 Cadbury Drive, 620 Cadbury Drive, 618 Cadbury Drive, 626 Cadbury Drive (also known as 1314 Burlington Drive) and 628 Cadbury Drive.

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in the City of Annapolis, Anne Arundel County, Maryland for four successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 21st day of June, 1972 at 1:00 P.M. attend on the premises and then and there sold said fee simple properties unto Walter J. Crismer & Son, Inc., 6100 Baltimore National Pike, Baltimore, Maryland 21228, at and for the price of $135,000.00, it being the highest bidder at said sale.

W. Thomas Gisriel

W. Thomas Gisriel, Trustee

FILED

1972 JUL 20 AM 9:50

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11th day of July, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Thomas Gisriel, 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 faily made.

AS WITNESS my hand and Notarial Seal.

Margaret Mitchell Notary Public

My commission expires: July 1, 1974

W. Thomas Gisriel, Esq.
204 N. Liberty Street
Baltimore, Maryland 21201

BOOK 196 PAGE 461

Maryland Gazette
July 27th Edition

ORDER NISI

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

versus

LUTHER CONSTRUCTION CO., INC. now known as THE KASTEN CONSTRUCTION COMPANY, INC., by merger, a body corporate

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 20,782 Equity

Ordered, this 20th day of July, 1972, That the sale of the property in these proceedings mentioned made and reported by W. Thomas Gisriel, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of August next.

The report states that the amount of sale was $ 135,000.00

Marjorie S. Haet Clerk.

True Copy,

TEST: Clerk.

(Final Order)

W. THOMAS GISRIEL, TRUSTEE

versus

LUTHER CONSTRUCTION CO., INC. now known as THE KASTEN CONSTRUCTION COMPANY, INC.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of August, 1972 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.

Ridgely P. Melvin, Jr.
JUDGE.

EQ-15

FILED
1972 AUG 29 AM 11:57

BOOK 196 PAGE 462

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,782 EQUITY

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

versus

LUTHER CONSTRUCTION CO., INC. now known as THE KASTEN CONSTRUCTION COMPANY, INC., by merger, a body corporate

Ordered, this 20th day of July, 1972, That the sale of the property in these proceedings mentioned made and reported by W. Thomas Gisriel, Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of August next.

The report states that the amount of sale was $135,000.00.

MARJORIE S. HOLT,
Clerk.

True Copy,
TEST:
MARJORIE S. HOLT,
Clerk.

Ag-10

FILED
1972 AUG 15 PM 1:13

No. M. G. ----------

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 10, 1972

We hereby certify, that the annexed

Order Nisi - Equity No. 20,782
The American National Building & Loan Association of Baltimore City vs. Luther Construction Co., Inc.

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 28th day of August, 1972

The insertions being made the 27th of July and 3rd & 10th of August, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

BOOK 196 PAGE 463

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201 Plaintiff	:	Docket 27 Folio 233 Case No. 20782 Filed March 20, 1972
vs.	:	IN THE
LUTHER CONSTRUCTION CO., INC. now known as THE KASTEN CONSTRUCTION COMPANY, INC., by merger, a body corporate 624 Chapelgate Drive Odenton, Maryland 21213 Defendant	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY
	:	

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

REPORT OF TRUSTEE AS TO
NOTICE BY REGISTERED MAIL

W. Thomas Gisriel, Trustee, in the above entitled cause, complying with Rule W74, 2(b) files herewith a copy of his Notice by REGISTERED MAIL, RETURN RECEIPT REQUESTED to Harry H. Meeks, President of The Kasten Construction Company, Inc., mortgagor, together with the Return Receipt therefor, attached hereto marked Exhibit "A".

W. Thomas Gisriel

W. Thomas Gisriel Trustee
204 N. Liberty Street
Baltimore, Maryland 21201
539-0513

FILED
1972 AUG 22 AM 9:49

BOOK 196 PAGE 464

LAW OFFICES OF

W. THOMAS GISRIEL

AMERICAN NATIONAL BUILDING
204 N. LIBERTY STREET
BALTIMORE, MARYLAND 21201

TELEPHONE
(301) 539-0513

MEMBERS OF THE FIRM
W. THOMAS GISRIEL

ASSOCIATES
WM. BRUCE OSWALD
WM. H. ZIMMERMAN

June 15, 1972

Mr. Harry H. Meeks, President
The Kasten Construction Company, Inc.
624 Chapelgate Drive
Odenton, Maryland 21113

RE: 10 lots Section 4 Maple Ridge

Dear Mr. Meeks:

As we previously advised you, mortgage foreclosure proceedings have been instituted in the Circuit Court for Anne Arundel County, in Equity.

We now must advise you that the foreclosure sale at public auction on the premises have been scheduled for Wednesday, June 21, 1972, at 1:00 P.M., as per copy of advertisement attached.

Very truly yours,

Wm. Bruce Oswald

mm

REGISTERED MAIL
RETURN RECEIPT REQUESTED

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO. 80357
CERTIFIED NO.
INSURED NO.
DATE DELIVERED 6-21-72

① SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)* Harry H Meeks

② SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Richard C Long

③ SHOW WHERE DELIVERED *(Only if requested, and include ZIP Code)*

EXHIBIT "A"

FILED
1972 AUG 22 AM 9:50

W. THOMAS GISRIEL
SOLICITOR
204 N. Liberty St.,
Baltimore, Md. 21201

Trustee's Sale

10 HIGHLY VALUABLE
FEE-SIMPLE
Frame Semi-Detached 2-Story, Bi-levels and Rancher Dwellings
1316 Chapelview Drive (also known as 616 Cadbury Drive), 1318 Chapelview Drive, 1306 Burlington Drive, 1308 Burlington Drive, 625 Cadbury Drive, 627 Cadbury Drive, 620 Cadbury Drive, 618 Cadbury Drive, 626 Cadbury Drive (also known as 1314 Burlington Drive) and 628 Cadbury Drive, Maple Ridge, Odenton, Anne Arundel County, Maryland.

By virtue of a Decree of the Circuit Court for Anne Arundel County, In Equity, Docket 27 folio 233 (Case No. 20782), the undersigned Trustee will sell at public auction on the respective premises on WEDNESDAY JUNE 21, 1972
COMMENCING AT 1 O'CLOCK
P.M. (E.D.S.T.)

All those lots of ground and improvements thereon situate, lying and being in the 4th Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 1A and 1B Block M, Lots Nos. 12A, 12B, 14A and 14B Block L, Lots 17A and 17B Block M, Lots Nos 24A and 24B Block J as shown on the "Plat of Maple Ridge, Section 4" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32 folio 69.

Improved by 10 partially completed frame semi-detached two-story, bi-level and rancher dwellings. All in fee-simple.

Subject to easements, restrictions, conditions and agreements of record affecting same, if any, and unrecorded easements, if any, above or below the surface which an inspection of the premises would disclose.

Manner Of Offering To Be Announced At The Time Of Sale.

TERMS OF SALE: CASH

A cash deposit of $1,000.00 of the purchase price for each property required of the purchaser or purchasers at the time and place of sale, or a $10,000.00 deposit if sold as an entirety, balance in cash upon ratification of sales by the Circuit Court for Anne Arundel County, In Equity, and to bear interest from date of sale to date of settlement. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments, payable on an annual basis, including front foot benefit assessments and sanitary and-or metropolitan district charges to be adjusted for the current years to date of sale and assumed thereafter by the purchaser or purchasers. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser or purchasers.

W. THOMAS GISRIEL,
Trustee

ALEX COOPER AUCTIONEERS,
INC.
345 N. Charles St.,
Baltimore., Md. 21201
752-4868

BOOK 196 PAGE 465

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 19, 1972

We hereby certify, that the annexed

Trustee's Sale
Alex Cooper Auctioneers, Inc.
Frame Semi-Detached 2-Story
Bi-Levels and Rancher Dwellings

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of June, 1972

The insertions being made the 29th of May and the 5, 12, & 19 of June, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

FILED

1972 SEP 14 PM 3:35

BOOK 196 PAGE 466

In the Case of

THE AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

VS.

LUTHER CONSTRUCTION CO., INC., ET C.

In the

Circuit Court

For

Anne Arundel County

No. 20,782 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
1972 SEP 21 PM 2:55

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th day of October, 1972, 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.

Marjorie S. Holt
Clerk
Per: Constance B. Tollerich, deputy

FILED
1972 OCT 10 AM 9:59

EQ-23

BOOK 196 PAGE 167

Dr. Mortgaged Real Estate of Luther Construction Co. Inc.
n/k/a The Kasten Construction Company, Inc.

In Acct. with W. Thomas Gisriel, Trustee

				Cr.			
By	Amount of sale as per Trustee's Report						
	of Sale filed			135,000	00		
By	Interest, 6% on deferred payment						
	$125,000.00, 6/21/72 to 9/6/72			1,562	38		
By	Adjustment, taxes, 6/21/72 to 6/30/72			49	74		
						136,612	12
To	Trustee for attorney's fee, viz	2,900	00				
To	Trustee for commission, viz	4,090	00				
				6,990	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	51	00				
	Auditor, this account	60	00				
				121	00		
To	Trustee for expenses, viz						
	Great American Insurance Co. - bond	638	00				
	Capital Gazette Press Inc.						
	Advertising & Nisi - sale	169	00				
	Sunpapers, advertising - sale	157	20				
	Alex Cooper Auctioneers Inc. - fee	250	00				
	Taxes, 7/1/70 to 6/30/71	60	92				
	Taxes, 7/1/71 to 6/21/72	80	84				
	Sanitary charges, 1/1/71 to 12/31/71	304	81				
	Sanitary charges, 1/1/72 to 6/21/72	136	04				
	Registered mail	1	18				
	Lien certificate	30	00				
				1,827	99		
To	The American National Building & Loan						
	Assoc. of Baltimore City, Mortgagee, on						
	account of mortgage claim	127,673	13				
				127,673	13		
						136,612	12

Balance due on mortgage as per amended		
mortgage claim filed	142,309	17
Interest, 6% thereon, 8/1/72 to 10/5/72	1,541	64
	143,850	81
Credit amount allowed above	127,673	13
This amount subject to decree in personam	16,177	68

E-116—1M—7-67.

TI-05-01
sdc/2-7-71

BOOK 196 PAGE 469

PETITION FOR SALE OF PROPERTY

Mortgage Holding, Inc. Assignee

Vs.

William H. Tipton and Virginia

Tipton, His Wife

Docket _____ Folio _____

Case No. 20,240 Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~XXXXXXXXXX~~ BALTIMORE COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 30th day of July, 1970 A.D. the defendant Executed and delivered to Crest Investment Trust, Inc. a mortgage upon certain real property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $41,664.00 and interest as therein mentioned, wherein said mortgagor(s) assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition. ; "Which Mortgage was subsequently assigned to MORTGAGE HOLDING, INC. on February 5, 1971.

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.

Sidney Kaplan
11 E. Mt Royal Avenue
Baltiamore, Maryland 21202
752-2090 Attorney for Plaintiff

FILED
1971 FEB -8 AM 10: 54

PLAINTIFF'S EXHIBIT NO. 1

BOOK 196 PAGE 470

LIBER 2356 PAGE 74

THIS MORTGAGE, made this 30th day of July in the year nineteen hundred and seventy by and between WILLIAM H. TIPTON and VIRGINIA TIPTON

Mortgagors, of Anne Arundel County in the State of Maryland, of the first part, and CREST INVESTMENT TRUST, INC., a Maryland Corporation, Mortgagee of the second part;

WHEREAS, the said WILLIAM H. TIPTON and VIRGINIA TIPTON (hereinafter called Mortgagor) is justly indebted to the said Mortgagee in the full sum of Forty-one Thousand Six Hundred and Sixty-Four dollars ($41,664.00)----------for money this day loaned in advance; which said sum includes principle and interest, and the said Mortgagor covenant and agree to repay The amount of Forty one Thousand Six Hundred and Sixty Four Dollars ($41,664.00)------ unto the said Mortgagee in accordance with the terms of a note of even date herewith, all payments of principle and interest to be made in lawful money of the United States of America.

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. A. COUNTY
1970 AUG -4 PM 3:46

1050
1715C

CLK.CT.A.A.C. 53 CGR—RIA
CLK.CT.A.A.C. 54

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.

WHEREAS, the execution of this Mortgage is in consideration of the money loaned this day by the Mortgagee to the Mortgagor.

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

BEGINNING for the same at a hub now set on the northeast side of a County Road leading from Severn to Gambrills known as Old Annapolis Road laid out 30 ft. wide distant South 19° 30' East, 200 ft. from the intersection of the northeast side of the said road and the last or South 70° 30' West, 335 ft. line of the whole tract of which the land hereby conveyed is a part, and running thence with the northeast side of the said road and with part of the first line of the said whole tract, South 19° 30' East, 130 ft. to a pipe set at the end of the said line; thence leaving the said road and continuing with the outlines of the said whole tract and running with the northwest side of a 30ft. road heretofore laid out, North 70° 30' East, 58.60 ft. to a hub; thence leaving the said outlines and the last mentioned road and running North 31° 39' East, 181.55 ft. to a pipe; thence running North 19° 30' West, 16.13 ft. to a hub; thence running South 70° 30' West, 200 ft. to the place of beginning. Containing 19,949 square feet.

BEING the same property conveyed unto the within-named Grantors by George Braun and wife by deed dated April 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1020, Folio 7.

BEING the same lot or parcel of ground as described in a deed dated April 10th, 1961 and duly recorded among the Land Records of Anne Arundel County in Book 1544, Page 543 was granted and conveyed by Herman August Rehder, Sr. and Charlotte Roselie Rehder, his wife unto William H. Tipton.

BEGINNING for the second thereof on the east side of the county Road leading from Elvaton Station now known as Jumpers Hole Road, and also binding on Waterford Road, and being the same property which by deed dated October 10,1960 and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1430 folio 234 was conveyed by Dorothy Mace, Executrix, to William H. Tipton, one of the mortgagors herein, to which deed reference is made for a full and complete description, in the same manner as if said description were fully set forth herein and incoporated herein.

BEGINNING for the third thereof on the northeast side of the county

FILED
1971 FEB -8 AM 10:54

10 50
1715C

road from Gambrills to Odenton and containing 0.62 acres of land more or less, and being the same lot of ground which by deed dated ~~xxxxxx~~ April 26,1954 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 839 folio 163 was conveyed by Walter B. Stewart and wife to William H. Tipton and Virginia Ruth Tipton, his wife, reference to which deed is made for a full and complete description thereof, in the same manner as if said description were fully set forth herein and incorporated herein.

This Mortgage is made in accordance with the terms of a Security Agreement of even date herewith, between WILLIAM H. TIPTON and VIRGINIA TIPTON and Crest Investment Trust, Inc. the terms of which Security Agreement are controlling between all parties, any terms of this mortgage not withstanding.

The Mortgagors covenant and agree to pay Crest Investment Trust, Inc. for each one-quarter percentum (1/4%) per annum increase in the Prime Rate charged by commercial banks as a quarterly rate of compensation of (1/2%); effective as of the first day of the month following the change in the Prime Rate; said increase shall be in addition to the contracted monthly payments; shall be computed on the gross balance; and shall be payable quarterly. This increase in rate of compensation shall be abated as the Prime Rate is lowered to the rate in effect on the date of this agreement.

The Mortgagors herein covenant and agree to use all of the funds advanced under this mortgage for the sole purpose of carrying on or acquiring a business or commercial investment.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of CREST INVESTMENT TRUST, INC., its successors and assigns.

The Mortgagor agree that in the event of default and/or foreclosure hereof, or in the event of receivership, and/or insolvency or and/or bankruptcy of the Borrower, interest shall continue to be due and payable until the entire indebtedness herein is fully paid and satisfied.

In the event of any default in the terms and/or conditions of any prior mortgage, this mortgage shall be deemed to be in default.

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

AND it is agreed that, until default be made in the premises, said Mortgagor, his executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying all taxes, water rent, interest, ground rent, principle and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagor does hereby covenant to pay when legally demandable. Upon any default herein the entire Mortgage debt shall be deemed due and demandable and the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said mortgagor does (2) also authorize the said Mortgagee, or SIDNEY KAPLAN, 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 City or County in which the land or some portion thereof is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

BOOK 196 PAGE 472

LIBER 2356 PAGE 76

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

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

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

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

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

THE covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, in this Mortgage or Acknowledgement, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

Witness:

Beatrice Kaplan — William H. Tipton (SEAL)
WILLIAM H. TIPTON

Beatrice Kaplan — Virginia Tipton (SEAL)
VIRGINIA TIPTON

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND
City of Baltimore } TO WIT:

I HEREBY CERTIFY that on this 30th day of July, 19 70 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City County aforesaid, personally appeared

----------WILLIAM H. TIPTON and VIRGINIA TIPTON----------

The Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act.

At the same time also appeared Morton Bober, agent of CREST INVESTMENT TRUST, INC. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent for said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Beatrice Kaplan
Notary Public

mailed to Sidney Kaplan

BOOK 196 PAGE 473

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....mortgage.....is truly taken and copied from Liber M.S.H., No.2356, folio...74..., one of the.....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this....8.....day of...February A. D., 1971.

.....Marjorie S. Holt.....
Clerk of the Circuit Court for Anne Arundel County

LIC. – 1

BOOK 196 PAGE 474

T8-05-01
sdc/2-7-71

STATEMENT OF MORTGAGE CLAIM

Mortgage Holding, Inc. Assignee

vs.

William H. Tipton and Virginia

Tipton, His Wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

Original Loan:	41,664.00
Paid on Account:	2,800.00
	38,864.00
Late Charges:	140.00
	39,004.00
15% Collection Fee per security agreement:	5,850.60
BALANCE DUE:	44,854.60

FILED
1971 FEB 8 AM 10:54

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of February, in the year nineteen hundred and seventy-one, before me, a Notary public of the State of Maryland, in and for said City of Baltimore, personally appeared Paul Jester, agent for

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

As witness my hand and Notarial Seal,

Diana Brown
Notary Public.

TG-05-01
sdc/2-7-71

BOOK 196 PAGE 475

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

Mortgage Holding, Inc. Assignee

vs.

William H. Tipton, and Virginia

Tipton, His Wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Paul Jester

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

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

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

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

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

Paul Jester

Paul Jester *Affiant.*

Subscribed and sworn to before me

this 5th day of February, 1971.

Sara Bacon

Notary Public

FILED
1971 FEB-8 AM 10:54

E-117—2M—7-69.

TI-05-01
sdc/2-6-71

BOOK 196 PAGE 476

Decree in Circuit Court for Baltimore County.

Mortgage Holding, Inc., Assignee

Vs.

William H. Tipton, and Virginia Tipton, His Wife

DOCKET ..... FOLIO .....

CASE NO. .....

FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

..... TERM, 19...

20,240 Equity

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 8th day of February, in the year nineteen hundred and Seventy-One, by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Irving Bowers be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Forty-five thousand Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement, inserted in such weekly newspaper or newspapers published in the County of ~~Baltimore~~ Anne Arundel, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)], of the time, place, manner and terms of sale, which shall be cash, deposit of $2,500.00 on each property at time of sale. balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

FILED
1971 FEB -8 PM 3:42

7

TJ-05-02

BOOK 196 PAGE 477
BOOK 15 PAGE 549

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Ætna
LIFE & CASUALTY

TRUSTEE'S BOND

No. 20,240 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Irving Bowers

11 E. Mt. Royal Avenue, Baltimore, Maryland 21202

and THE ÆTNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under the laws of the State of Connecticut, are held and firmly bound unto the State of Maryland in the full and just sum of Forty-Five Thousand and 00/100 ($ 45,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, 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 22nd day of July in the year nineteen hundred and seventy-one.

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said Court on the _____ day of _____ nineteen hundred and _____ between Mortgage Holding, Inc. _____, Complainants, and William H. Tipton and Virginia Tipton, h/w, Respondents, the above bound Irving Bowers has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned: 3 properties located in Anne Arundel County.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH; that if the above bound Irving Bowers do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of:

Marjorie E. Stewart

Irving Bowers (SEAL)
Irving Bowers

THE ÆTNA CASUALTY AND SURETY COMPANY

Mary Ellen Martz (SEAL)
Mary Ellen Martz, Attorney-in-Fact

Milton D. Lotka

Bond approved this 26th day of July, 1971

Marjorie S. Hart, Clerk

FILED
1971 JUL 26 PM 1:50

(L-247-D) 10-68 B-112

CAT. 174505
PRINTED IN U.S.A.

AMENDED

BOOK 196 PAGE 478

TI-05-02

STATEMENT OF MORTGAGE CLAIM

MORTGAGE HOLDING, INC., Assignee

vs.

WILLIAM H. TIPTON and

VIRGINIA TIPTON, his wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

EQUITY NO. 20,240

AMENDED

STATEMENT OF MORTGAGE DEBT

Balance Due, per originial State of Mortgage Debt	$44,854.60
Received from State Roads Commission, on Condemnation Award	$ 8,091.59
	$30,763.01
Plus collection fee per Security Agreement	$ 1,013.72
Balance Now Due	$31,556.73

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 21st **day of** day **in the year nineteen hundred and** seventy-one**, before me, a** Notary Public **of the State of Maryland, in and for said City of Baltimore, personally appeared**

Paul Jester, agent for

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

FILED

1971 JUL 26 PM 4:18

As witness my hand and Notarial Seal,

Notary Public.

LAW OFFICES
SIDNEY KAPLAN BOOK 196 PAGE 479

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NOETH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

October 21, 1971

William H. Tipton
T/A White Horse Inn
P. O. Box 28, Route 175
Gambrills, Maryland 21054
and
Virginia Ruth Tipton
P. O. Box 28, Route 175
Gambrills, Maryland 21054

Re: Mortgage Holding, Inc., Assignee of Crest Investment Trust, Inc. Vs. Tipton,
Circuit Court for Anne Arundel County
Equity Case No. 20,240
Our File: TI-05-02

COPY

Dear Mr. & Mrs. Tipton:

Please be advised that public auction of the properties in your mortgage to Crest are scheduled as follows:

(1) White Horse Inn property in Gambrills, Md. -
Date: November 8, 1971 at 11:00 a.m.
(2) Burns Crossing Road property:
Date: Monday, November 8, 1971 at 1:00 p.m.
(3) Jumpers Hole Road property:
Date: Monday, November 8, 1971 at 2:00 p.m.

Each of the above sales will be held on the respective premises.

Terms of Sale: Cash. Deposit of $2500.00 on each property. Balance is cash upon final ratification by the Court, unpaid balance to bear in interest from date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchases to bear cost of all documentary stamps and transfer taxes.

This notice is sent you pursuant to the provisions of Rule W74.2.B(b) of the Maryland Rules of Procedure.

Very truly yours,

Irving Bowers, Trustee

Certified Mail, Ret. Rec. Req.
CC: Addressees, regular mail
CC: Marvin I. Singer, Attorney for Tipton
1010 - One Charles Center, Balt., Md. 21201
CC: Ira J. Wagonheim, County Office Bldg.
Route 175, Gambrills, Md. 21054, Attorney for Clem King, Sr.

Certified mail #722825-William H. Tipton-receipt attached
Certified mail #722826-Virginia Ruth Tipton

FILED
1971 NOV 19 PM 2:58

TIPTON TI-05-02

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.
☐ Show to whom, date and address where delivered ☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 722825
INSURED NO.
DATE DELIVERED 10-23-71

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)
1 William H Tipton
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
2 Olga Kellum
SHOW WHERE DELIVERED (*only if requested*)
3

c55—16—71548-11 347-198 GPO

RECEIPT FOR CERTIFIED MAIL—30¢ TI-05-02

SENT TO: William H. Tipton
STREET AND NO.: P. O. Box 28, Route 175
P. O., STATE, AND ZIP CODE: Gambrills, Md. 21054
POSTMARK OR DATE: 10/22/71

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
Shows to whom and date delivered ☐ 10¢ fee
Shows to whom, date, and where delivered ☐ 35¢ fee
Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

LAW OFFICES
SIDNEY KAPLAN BOOK 196 PAGE 480

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NOETH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

October 21, 1971

William H. Tipton
T/A White Horse Inn
P. O. Box 28, Route 175
Gambrills, Maryland 21054
and
Virginia Ruth Tipton
P. O. Box 28, Route 175
Gambrills, Maryland 21054

Re: Mortgage Holding, Inc., Assignee of Crest Investment Trust, Inc. Vs. Tipton,
Circuit Court for Anne Arundel County
Equity Case No. 20,240
Our File: TI-05-02

COPY

Dear Mr. & Mrs. Tipton:

Please be advised that public auction of the properties in your mortgage to Crest are scheduled as follows:

(1) White Horse Inn property in Gambrills, Md. -
Date: November 8, 1971 at 11:00 a.m.
(2) Burns Crossing Road property:
Date: Monday, November 8, 1971 at 1:00 p.m.
(3) Jumpers Hole Road property:
Date: Monday, November 8, 1971 at 2:00 p.m.

Each of the above sales will be held on the respective premises.

Terms of Sale: Cash. Deposit of $2500.00 on each property. Balance is cash upon final ratification by the Court, unpaid balance to bear in interest from date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchases to bear cost of all documentary stamps and transfer taxes.

This notice is sent you pursuant to the provisions of Rule W74.2.B(b) of the Maryland Rules of Procedure.

Very truly yours,

Irving Bowers, Trustee

Certified Mail, Ret. Rec. Req.
CC: Addressees, regular mail
CC: Marvin I. Singer, Attorney for Tipton
1010 - One Charles Center, Balt., Md. 21201
CC: Ira J. Wagonheim, County Office Bldg.
Route 175, Gambrills, Md. 21054, Attorney for Clem King, Sr.

Certified mail #722825-William H. Tipton
Certified mail #722826-Virginia Ruth Tipton

FILED
1971 NOV 19 PM 2:58

TIPTON TI-05-02

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLO
REQUIRED FEE(S) PAID.
☐ Show to whom, date and address where delivered
☐ Deliver O to addres

RECEIPT
Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 728826
INSURED NO.
DATE DELIVERED 10-23-71

SIGNATURE OR NAME OF ADDRESSEE (Must always
1 Virginia Ruth C
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
2 Olga Sullivan
SHOW WHERE DELIVERED (only if requested)
3

c55—16—71548-11 347-198 GPO

12

No. 722826

RECEIPT FOR CERTIFIED MAIL—30¢ TI-05-02

SENT TO
Virginia Ruth Tipton
STREET AND NO.
P. O. Box 28, Route 175
P. O., STATE, AND ZIP CODE
Gambrills, Md. 21054

POSTMARK OR DATE
10/22/71

EXTRA SERVICES FOR ADDITIONAL FEES
Return Receipt
Shows to whom and date delivered ☐ 10¢ fee
Shows to whom, date, and where delivered ☐ 35¢ fee
Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL
(See other side)

LAW OFFICES

SIDNEY KAPLAN

BOOK 196 PAGE 481

SIDNEY KAPLAN

IRVING BOWERS
THOMAS D. NOETH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202

PLAZA 2-2090

July 29, 1971

Charles Mentzer, Esquire
506 Equitable Building
Calvert & Fayette Streets
Baltimore, Maryland 21202

Re: Mortgage Holding, Inc. Vs Tipton
Our File: TI-05-02
Re: Circuit Court for Anne Arundel County,
equity number 20240

COPY

Dear Mr. Mentzer

With reference to our telephone conversation of Tuesday, July 27, 1971, this will confirm that a copy of notice to take deposition in the above entitled case which you filed, was received in my office this morning. This calls for deposition of Sidney Kaplan for Tuesday, July 27, 1971 at 5:00 p.m. As I informed you, we had no previous knowledge of the proposed deposition date, and I requested you to comply with the rules given us the proper notice therefor. You told me that you would re-file for same. The court clerk informed me that this notice to take deposition was filed with the clerk's office on Monday, July 26, 1971.

In addition to the above, through a series of telephone conferences with you, Mrs. Love and Mrs. Jankowski, the latter two of the equity section of the Circuit Court clerks office, I learned that on July 2, 1971 you filed certain petitions. As I advised you in our telephone conversation, copies of those petitions filed in the above mentioned equity case were never received in this office and we had no notice of same until our phone conversation of this morning. You referred me to the series of papers which had been attached to a letter to Judge Sachse, and which Judge Sachse returned to you. In checking my files, I find that that series of papers all referred to Law Case number C-2575, and in view of their return by Judge Sachse I had no knowledge that they had been re-filed in any other case. In accordance with the requirements of the Rules of Procedure, I am hereby requesting that you send me copies of the papers which have been filed with a proper certification to court so that I may answer in accordance with the requirements of the rules. As of this moment I am notifying you that copies of the papers filed in Equity Case 2240 by you have not been received by any counsel for the plantiff.

FILED

1971 JUL 30 PM 2:09

13

LAW OFFICES
SIDNEY KAPLAN

BOOK 196 PAGE 482

PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

July 29, 1971

Charles Mentzer, Esquire

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NOETH, JR.

-2-

I further notice that in your notice to take deposition you title the case Mortgage Holding, Inc., Plantiff and cross defendents Vs William H. Tipton, et al, defendents and cross plantiffs. I am unaware of any cross complaints or bills having been filed in this case and request that you advise the reason for this type of titling and if same is incorrect to please have same corrected in your further communications. As of this moment I know of no action on your client's behalf which makes Mortgage Holding, Inc., a cross defendent.

I am taking the liberty of sending a copy of this letter to the Court Clerk with a request that the same be filed in the proceedings to avoid any possible misunderstanding of our conversations.

Very truly yours,

Irving Bowers

IB/pk

cc: Circuit Court for Anne Arundel County
Equity Docket Courthouse
Annapolis, Maryland

COPY

14

TELEPHONE
COLONIAL 3-5808

BOOK 196 PAGE 483

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY
121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

November 8, 1971

I hereby certify that I have this 8th day of November 1971 sold the property known as "White Horse Inn" located at the intersection of Maryland Route 175 and Route 677, Gambrills, Anne Arundel County, Maryland; also certain Chattels, Equipment and Liquor License of said "White Horse Inn", unto Andresky Inc. at and for the sum of twenty three thousand dollars ($23,000.00) being then and there the highest bidder therefore, ā2.000 ºº beng the price for The real estate.

Robert H. Campbell

ROBERT H. CAMPBELL, Auctioneer

FILED
1971 NOV 19 PM 2:57

15

RECEIVED
NOV 15 1971

71 05-02

BOOK 196 PAGE 484

TELEPHONE
COLONIAL 3-5808

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY

121 PRINCE GEORGE STREET

ANNAPOLIS, MARYLAND

November 8, 1971

Sidney Kaplan, Esquire
11 East Mt. Royal Avenue
Baltimore, Maryland 21202

RE: White Horse Inn

Auctioneer's Commission on Real and Personal Property, First Offered in Three Separate Parts (Real; Chattels, Equipment and Liquor License) Then Sold as an Entirety	$545.00
Four Percent Maryland Sales Tax on Chattels and Equipment	20.00
Withdrawal Fee on Two Properties Not Sold	100.00
TOTAL	$665.00

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NOV 15 1971

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1971 NOV 19 PM 2:57

BOOK 196 PAGE 185 T.E. 05-02

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 19 71

We hereby certify, that the annexed Trustee's Sale White Horse Inn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the eighth day of November, 19 71.

The insertions being made the 21st and 28th days of October and 4th day of November, 19 71.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1971 NOV 19 PM 2:57

By Gloria C. Hoffman

1c

SIDNEY KAPLAN, SOLICITOR
11 E. Mt. Royal Avenue
Baltimore, Maryland 21202

TRUSTEE'S SALE OF 3 VALUABLE FEE SIMPLE PROPERTIES

Pursuant to decree of Circuit Court for Anne Arundel County, in a case entitled, Mortgage Holding, Inc., Assignee vs. William H. Tipton, et al, Equity Case No. 20,240, the undersigned Trustee will sell at public auction, on the respective premises, at the time designated, the following properties:

Parcel #1. Mon., Nov. 8, 1971 at 11 O'Clock a.m.
Route 175 at Route 677
Property known as "White Horse Inn"
Gambrills, Maryland

BEGINNING for the same thereof on the northeast side of the county road from Gambrills to Odenton and containing 0.62 acres of land more or less, and being the same lot of ground which by deed dated April 28, 1954 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 839 folio 163 was conveyed by Walter B. Stewart and his wife to William H. Tipton and Virginia Ruth Tipton and described as follows:

BEGINNING for the same at a stone previously set on the northeast side of the County road from Gambrills to Odenton which place of beginning is at the westernmost corner of the whole tract of which this is a part thence running with and binding on said road and the outline of the whole tract South 22° 45' East 187.3 ft. to intersect the Westernmost line of the conveyance from John R. Urban and wife to Thomas Hall and wife and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 42 Folio 287, thence onto said line North 48° 30' East 219.8 ft. to the center line of the Washington, Baltimore and Annapolis Railroad right of way thence with said center line North 45° 33' West 85.8 ft. to intersect the outlines of the conveyance from Mary V. Sappington, et al to John S. Chaney and wife as recorded in Liber F.A.M. No. 148 folio 162 thence with said line reversed South 79° 45' West 190.4 ft. to the place of beginning. Containing 0.62 acres of land more or less. SAVING AND EXCEPTING from all that portion of said property which is described in and is part of the case entitled "State Roads Commission vs. William H. Tiptan, et al", in the Circuit Court for Anne Arundel County, Law No. C-2575, being a portion of the land taken for the widening and improving of Route 175 and the extension of New Cut Road. Improved by a one-story stucco building presently used as a tavern and restaurant known as "WHITE HORSE INN". in Fee Simple.

Parcel #2. Mon., Nov. 8, 1971 at 1:00 O'Clock p.m.
Box 199, Burns Crossing Road, about 1 mile North of Route 175
Gambrills, Md.

BEGINNING for the same at a hub now set on the northeast side of a County Road leading from Severn to Gambrills known as Old Annapolis Road laid out 30 ft. wide distant South 19° 30' East, 200 ft. from the intersection of the northeast side of said road and the last or South 70° 30' West, 335 ft. line of the whole tract of which the land hereby conveyed is a part, and running thence with the northeast side of the said road and with part of the first line of the said whole tract, South 19° 30' East, 130 ft. to a pipe set at the end of the said line; thence leaving the said road and continuing with the outlines of the said whole tract and running with the Northwest side of a 30 ft. road heretofore laid out, North 70° 30' East, 58.60 ft. to a hub:
Thence leaving the said outlines and the last mentioned road and running North 31° 39' East, 181.85 ft. to a pipe; thence running North 19° 38' West, 16.13 ft. to a hub; thence running South 70° 30' West, 200 ft. to the place of beginning. Containing 19,949 square feet.

BEING the same property conveyed unto the within named Grantors by George Braun and wife by deed dated April 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1020 folio 7.

BEING the same lot or parcel of ground as described in a deed dated April 10th, 1961 and duly recorded among the Land Records of Anne Arundel County in Book 1544, Pahe 543 was granted and conveyed by Herman August Rehder, Sr. and Charlotte Roselie Rehder, his wife unto William H. Tipton.

Improved by a 2 story frame house, situate on the Northeast side of Burns Crossing Road, 1/2 mile West of Route 175, in Gambrills, Anne Arundel County, IN FEE SIMPLE

Subject to a prior mortgage to Loyola Federal Savings and Loan Association, Assignee, the balance of which will be announced at the time of sale and also subject to mortgage to George Braun, the balance of which will be announced at the time of sale.

Parcel #3. Mon., Nov. 8, 1971 at 2:00 O'Clock p.m.
East side of Jumpers Hole Road at Gerhardt Road
Off Ritchie Highway

BEGINNING for the same thereof on the East side of the County Road leading from Elvaton Station now known as Jumpers Hole Road, and also binding on Waterford Road, and being the same property which by deed dated October 10, 1960 and recorded among the land records of Anne Arundel County in Liber C.T.C. No. 1430 folio 234 was conveyed by Dorothy Mace, Executrix to William H. Tipton one of the mortgagors herein, to which deed reference is made for a full and complete description, in the same manner as if said description were fully set forth herein and incorporated herein, and fully described as follows:

BEGINNING for the same at a point on the easterly side of the County Road leading from Elvaton Station to the former home of Dr. Clarence S. Johnson, now known as Jumpers Hole Road, at a distance of 189 ft. southerly from the place of beginning mentioned in the description of the land conveyed by deed from the Trustees of the Maryland annual conference of the Methodist Protestant Church et al, dated April 16, 1920 and running thence South 21° 59' West and binding on the easterly side of said road 65.24 ft. to the Northeast side of Waterford Road as laid out 20 ft. wide, thence binding on said road South 77° East 158.51' thence leaving said Waterford Road and running with the rear line of a deed from Anne E. Bishop to Ada D. Hokey dated July 7, 1931 and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 86 folio 28 North 13° East 64.44' to the end thereof thence continuing with the outline of the said conveyance North 77° West 148.32' to the place of the beginning. Saving and excepting therefrom all of land which by deed dated October 22, 1940 and recorded in Liber J.H.H No. 228 folio 34 was conveyed for the bed of Waterford Road. Improved by frame house in fee simple.

Terms of Sale: Cash. Deposit of $2500.00 on each property. Balance in cash upon final ratification by the Court, unpaid balance to bear interest from date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchaser to bear cost of all documentary stamps and transfer taxes.

Irving Bowers, Trustee

ROBERT H. CAMPBELL, Auctioneer

AUCTIONEER & APPRAISER

Member National & State Auctioneers

TI-05-02 11/9/71 IBmb

E-123—1M—2-70.

REPORT OF SALE BOOK 196 PAGE 486 EQUITY NO. 20,240

—IN THE—

MORTGAGE HOLDING, INC.

VS.

WILLIAM H. TIPTON, et. al.

CIRCUIT COURT

—FOR—

BALTIMORE COUNTY

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

The Report of Sale of Irving Bowers

Trustee appointed by the decree in the above entitled cause to make sale of real estate

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 Maryland Gazette, a

Anne Arundel

newspaper, published in ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 8th day of November, 1971, at 11 o'clock, A. M., attend on the premises and then and there sold

The property described as Parcel No. 1 on the annexed Certificate of Publication

unto CHARLES ANDRESKY, trading as Andresky, Inc. at and for the sum of $22,000.00

he being the highest bidder thereof; and said sale was conducted in a fair manner.

FILED

1971 NOV 19 PM 2:57

Irving Bowers

IRVING BOWERS Trustee.

City

~~County~~

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 9th day of November, 1971.

City

before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ of Baltimore aforesaid, personally appeared Irving Bowers 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.

Beatrice Kaplan XXX.

NOTARY PUBLIC

17

~~Sidney Kaplan, Esq.~~
~~11 E. Mt. Royal Avenue~~
~~Baltimore, Maryland 21202~~

FOR: MARYLAND GAZETTE
Nov. 26th Edition

BOOK 196 PAGE 487

ORDER NISI

MORTGAGE HOLDING, INC.

versus

WILLIAM H. TIPTON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,240 Equity

Ordered, this 19th day of November, 19 71, That the sale of the property in these proceedings mentioned made and reported by IRVING BOWERS, Trustee

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

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

Marjorie S Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MORTGAGE HOLDING, INC.

versus

WILLIAM H. TIPTON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

March Term, 19 72

ORDERED BY THE COURT, This 4th day of April, 19 72 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.

James L. Gray
JUDGE.

Filed April 5, 1972

18

BOOK 196 PAGE 488 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 20,240 EQUITY
MORTGAGE HOLDING, INC.
versus
WILLIAM H. TIPTON, et al

Ordered, this 19th day of November, 1971, That the sale of the property in these proceddings mentioned made and reported by IRVING BOWERS, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of December next.

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

MARJORIE S. HOLT
Clerk

TRUE COPY,
TEST: MARJORIE S. HOLT
Clerk

D-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1971

We hereby certify, that the annexed Order Nisi No. 20,240 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the twenty-seventh day of December, 19 71.

The insertions being made the 25th day of November, 2nd and 9th days of December, 19 71.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine A. Hoffman

FILED
1971 DEC -9 PM 2:00

No. M. G. _____

19

LAW OFFICES
SIDNEY KAPLAN

BOOK 196 PAGE 489

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NORTH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
[illegible] ROYAL AVENUE
BALTIMORE, MARYLAND 21202
[illegible]

TO:

DATE: April 20, 1972

Mr. William H. Tipton
c/o White Horse Inn
Route 175
Cambrils, Maryland 21054

Re: Mortgage Holding vs. Tipton
Property: (1) Burns Crossing Road (2) Jumpers Hole Road
Our File No.: TI-05-02

Dear Mr. Tipton:

Pursuant to the provisions of Rule W74 2(b) of Maryland Rules of Procedure, you are hereby notified that public auction of the above property will take place as follows:

Time of Sale: (1) Monday, May 8, 1972, 1:00 p.m.
(2) Monday, May 8, 1972, 2:00 p.m.

Place of Sale: On the premises for both properties

Terms of Sale: Cash. Deposit of $2500.00 on each property. Balance in cash upon final ratification by the Court, unpaid balance to bear interest from the date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchaser to bear cost of all documentary stamps and transfer taxes.

Very truly yours,

Irving Bowers, Trustee

FILED
1972 MAY 30 AM 9:14

CERTIFIED MAIL # 816175
RETURN RECEIPT REQUESTED

TIPTON TI-05-02 IB mb 4/19/72

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO. 816175

CERTIFIED NO.

INSURED NO. ~~4-20-72~~

DATE DELIVERED 4-20-72

1 SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Mr. William H. Tipton

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Olga Keller

3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

LAW OFFICES

SIDNEY KAPLAN BOOK 196 PAGE 490

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NORTH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
[illegible]
BALTIMORE, MARYLAND 21202
[illegible]

TO:

DATE: 4/19/72

Mrs. Virginia Ruth Tipton
c/o White Horse Inn
Route 175
Gambrils, Maryland 21054

Re: Mortgage Holding vs. Tipton
Property: (1) Burns Crossing Road (2) Jumpers Hole Road
Our File No.: TI-05-02

Dear Mrs. Tipton:

Pursuant to the provisions of Rule W74 2(b) of Maryland Rules of Procedure, you are hereby notified that public auction of the above property will take place as follows:

Time of Sale: (1) Monday, May 8, 1972, 1:00 p.m.
(2) Monday, May 8, 1972, 2:00 p.m.

Place of Sale: On the premises for both properties

Terms of Sale: Cash. Deposit of $2500.00 on each property. Balance in cash upon final ratification by the Court, unpaid balance to bear interest from the date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchaser to bear cost of all documentary stamps and transfer taxes.

FILED
1972 MAY 30 AM 9:14

Very truly yours,

Irving Bowers, Trustee

CERTIFIED MAIL # 816176
RETURN RECEIPT REQUESTED

TIPTON TI-05-02 IB mb 4/19/72 (4/19/72)

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.
816176
CERTIFIED NO.
INSURED NO.
DATE DELIVERED
4-20-72

1 SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Mrs. Virginia Ruth Tipton

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Olga Keller

3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

TI 05 02 IB mb 5/24/72

E-123—1M—7-67.

REPORT OF SALE BOOK 196 PAGE 491

—IN THE—

MORTGAGE HOLDING, INC.

VS.

WILLIAM H. TIPTON, et al

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

EQUITY NO. 20,240

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

The Report of Sale of IRVING BOWERS

Trustee **appointed by the decree in the above entitled cause to make sale of** the real estate

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

Anne Arundel

newspaper, published in ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday **the** 8th **day of** May, **19**72, **at** 1:00 **o'clock,** P. **M., attend on the premises and then and there sold** fee simple property situate on Burns Crossing Road and being fully described as the first lot of ground in the mortgage filed in these proceedings, unto CLEM KING, SR., at and for the price of $10,000.00, he being there and then the highest bidder therefor.

FILED

1972 MAY 30 AM 9:14

Irving Bowers

IRVING BOWERS, **Trustee.**

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

I Hereby Certify, that on this 24th **day of** May, **19**72. **before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared** Irving Bowers **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.**

Beatrice Kaplan

Notary Public

TI-05-02 IB mb

RE: Equity No. 20,240 BOOK 196 PAGE 492

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 8th day of May, 1972, before me, the subscriber, a Notary Public in and for the city aforesaid, personally appeared Clem King, Sr., who made oath in due form of law that he has purchased the property on Burns Crossing Road at public auction for himself, as principal, and that he is not acting as agent for any other person; and further that he has not directly or indirectly discouraged anyone from bidding for the said property.

As witness my hand and Notarial Seal.

Irving Bowers
Notary Public

FILED

1972 MAY 30 AM 9:14

Irving Bowers, Esq.
The Towne Building
11 E. Mt. Royal Avenue
Baltimore, Maryland 21202

BOOK 196 PAGE 493

Maryland Gazette
June 5th Edition
June

ORDER NISI

MORTGAGE HOLDING, INC.

versus

WILLIAM H. TIPTON, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,240 Equity

Ordered, this 30th day of May, 19 72, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of July next.

The report states that the amount of sale was $ 10,000.00

Marjorie S. Hoet Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MORTGAGE HOLDING, INC.

versus

WILLIAM H. TIPTON, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of August, 1972 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.

24

EQ-15

FILED
1972 AUG -9 PM 12: 53

BOOK 196 PAGE 494

MORTGAGE HOLDING, INC.	*	IN THE
Assignee of CREST INVESTMENT TRUST, INC.	*	CIRCUIT COURT
Plaintiffs	*	
vs.	*	FOR
WILLIAM H. TIPTON and	*	ANNE ARUNDEL COUNTY
VIRGINIA RUTH TIPTON, his wife,	*	
Defendants	*	NO. 20,240 EQUITY

* * * * * * * * *

TRUSTEE'S PETITION TO ENTER INTO AGREEMENT WITH PURCHASER

The petition of Irving Bowers, Trustee, by Sidney Kaplan, his attorney, respectifully represents unto your Honor:

1. That pursuant to a decree of this Honorable Court, and after complying with all of the requisites of said decree, your petitioner sold certain property mentioned in these proceedings, which sale was finally ratified and confirmed by this Court on the 5th day of April, 1972.

2. That subsequent to such final ratification, the Defendants in these proceedings filed notice of appeal from exceptions to ratification, which this Court had over-ruled, which appeal is pending but no supersedeas bond has been filed by the Defendants.

3. That the purchaser thereof, Charles Andresky, T/A Charles Andresky, Inc., has agreed to settle and take title to the said property upon the following terms and conditions:

(a) That settlement would be conducted by Title Guarantee Company, a duly recognized and responsible title company of the State of Maryland.

(b) That the purchase price and net proceeds due to the trustee would be held in escrow pending the termination and outcome of the Defendants appeal.

(c) That the trustee will advance the costs of recording and expenses necessary and incident thereto.

FILED
1972 JUN 14 AM 11:02

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

(d) That in the event said appeal is dismissed or the final order of ratification is affirmed on said appeal, the entire proceeds due to the trustee would be paid over by the title company.

(e) That in the event the appeal results in a reversal in the order of ratification and a recinding of said sale, the proceeds of sale would then be returned to the purchaser.

(f) That the liability of the title company and/or Trustee to Charles Andresky will be limited to the return of the purchase price.

(g) That the balance of the purchase price held in escrow by the title company will be deposited in an insured savings account.

(h) That the interest which said funds earn prior to the determination of the appeal will be paid to the trustees if the Court of Appeals rules against the defendants, or said interest will be paid to Andresky if the Court of Appeals rules against the trustees.

4. That the trustee and purchaser have agreed to the above terms and conditions, which are necessary for the preservation of the sale and the property sold herein, and is to the benefit of all parties to these proceedings.

5. That the purchaser joins in this petition for the purpose of evidencing his consent to the conditions set forth and binding himself, his heirs, personal representatives and assigns thereon.

6. That it will be further necessary that the trustee be authorized to await the outcome of said appeal and await the receipt of the proceeds of said sale, in the event the appeal is unsuccessful before referring this matter to the Court auditor for an accounting thereon.

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

20

Wherefore, your petitioner prays that this Honorable Court pass an order authorizing him to enter into the agreement set forth in this petition, subject to further order of Court in these proceedings.

And, as in duty bound etc.

SIDNEY KAPLAN
Attorney for Petitioner
11 E. Mt. Royal Avenue
Baltimore, Maryland 21202

The undersigned hereby agrees to the terms and conditions set forth in this petition and consents to the order authorizing trustee to enter into said agreement.

MORTGAGE HOLDING, INC.

BY: _____
Vice President

_____
CHARLES ANDRESKY, T/A Andresky, Inc.
Purchaser

I HEREBY CERTIFY that on this 13th day of June, 1972, a copy of the within Petition and Order was mailed to Marvin H. Anderson, Esquire, Attorney for Clem King, Sr., 92 Franklin Street, Annapolis, Maryland 21401; and Marvin I. Singer, Esquire, Attorney for Defendants, One Charles Center, Baltimore, Maryland 21201.

_____
SIDNEY KAPLAN

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

BOOK 196 PAGE 197

MORTGAGE HOLDING, INC.	*	IN THE
Assignee of CREST INVESTMENT TRUST, INC.	*	CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR
WILLIAM H. TIPTON and	*	
VIRGINIA RUTH TIPTON, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 20,240 EQUITY

* * * * * * * * *

ORDER

Upon the foregoing petition, it is this 14th day of June, 1972, by the Circuit Court for Anne Arundel County, in equity;

ORDERED that Irving Bowers, Trustee, be and he is hereby authorized to complete the settlement of sale of property ratified by this Court on the 5th day of April, 1972.

IT IS FURTHER ORDERED that the funds of said settlement be deposited by the Title Guarantee Company in a State or Federal insured saving institution, to be paid over with all interest earned to the trustees or returned to Andresky in accordance with the decision of the Court of Appeals;

IT IS FURTHER ORDERED that the trustee advance the costs of recording and expenses necessary to settlement;

IT IS FURTHER ORDERED that the trustee await the outcome of the Court of Appeals decision and the receipt of the proceeds of sale before referring this matter to the assigned Court Auditor for an accounting.

James B. Gray
JUDGE

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

D. E. 6-19-72
R2W5

BOOK 196 PAGE 498

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 19, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 20,240

Mortgage Holding, Inc. vs.

William H. Tipton, 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 19th day of June, 19 72

The insertions being made the 5, 12, & 19 day of June, 19 72

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,240 EQUITY
MORTGAGE HOLDING, INC.
versus
WILLIAM H. TIPTON, ET AL

Ordered, this 30th day of May, 1972, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of July next.

The report states that the amount of sale was $10,000.00.

MARJORIE S. HOLT
Clerk.

True Copy
TEST:
MARJORIE S. HOLT
Clerk.

J19

FILED

No. M. C. 1972 JUN 19 PM 1: 29

BOOK 196 PAGE 499

TELEPHONE
263-5808

ROBERT H. CAMPBELL
Auctioneer & Appraiser

LICENSED AUCTIONEER AND APPRAISER OF REAL ESTATE AND PERSONAL PROPERTY
MEMBER NATIONAL & STATE AUCTIONEER'S ASSOCIATIONS

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND 21401

July 10, 1972

RE: Equity 20,240

I hereby certify that I have this 10th day of July 1972 sold the property on the East Side of Jumpers Hole Road at the intersection of Waterford Road, 65.24 feet on Jumpers Hole Road X 158.51 feet on Waterford Road saving and excepting therefrom all of that land which by deed dated October 22, 1940 and recorded in Liber J.H.H. No. 228 folio 34 was conveyed for the bed of Waterford Road, more or less. Improved by a frame house in the 3rd Assessment District, unto Wilton E. Geldmacher and Edith L. Geldmacher, his wife, at and for the sum of four thousand five hundred dollars ($4,500.00) being then and there the highest bidder therefore.

Robert H. Campbell

ROBERT H. CAMPBELL, Auctioneer

FILED

1972 JUL 12 AM 10: 44

30

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202

196 PAGE 500

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CERTIFIED
No. 816029
MAIL

RETURNED TO SENDER
REASON CHECKED
Unclaimed ___
Addressee unknown ___
Refused ___
Insufficient Address ___
No such ___ number ___
___ in state ___
___ on this envelope

Mrs. Ruth Virginia Tipton
Route 175
White Horse Inn
Cambrills, Maryland 21113

TI-05-02 (7)

BOOK 196 PAGE 501

LAW OFFICES
SIDNEY KAPLAN

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NOETH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

June 28, 1972

Mr. William H. Tipton
Route 175
White Horse Inn
Gambrills, Maryland 21113

and

Mrs. Ruth Virginia Tipton
Route 175
White Horse Inn
Gambrills, Maryland 21113

Re: Mortgage Holding vs Tipton
Our File: TI-05-02

COPY

Dear Mr. & Mrs. Tipton:

Please be advised that public auction under our foreclosure proceedings of the property on Jumpers Hole Road will be held as follows:

DATE: Monday, July 10, 1972

TIME: 11:00 A.M.

PLACE: On the premises, Jumpers Hole Road

TERMS OF SALE: Cash. Deposit of $2,500.00. Balance of cash upon final ratification by the Court, unpaid balance to bear interest from date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchaser to bear cost of all documentary stamps and transfer taxes.

This notice is being sent to you in accordance with the requirements of rule W74 of the Maryland Rules of Procedure.

Very truly yours,

Irving Bowers,
Trustee

IB:jh

CERTIFIED MAIL - 816028 & 816029
RETURN RECEIPT REQUESTED

cc: addressees regular mail

3 2

FILED
1972 JUL 14 AM 10:01

~~RECEIPT~~ FOR CERTIFIED MAIL—30¢ (plus postage)

No. 816029

SENT TO: Ruth Virginia Tipton
STREET AND NO.: Route 175 - White Horse Inn
P.O., STATE AND ZIP CODE: Gambrills, Md. 21113

POSTMARK OR DATE: 6-23-72

TI-05-02

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered ..... 35¢
With delivery to addressee only ..... 85¢
DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (2 pounds or less) ..... 45¢

POD Form 3800
July 1969

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)

* GPO: 1970 O-397-456

TI-05-02(7)

LAW OFFICES
SIDNEY KAPLAN BOOK 196 PAGE 502

SIDNEY KAPLAN
IRVING BOWERS
THOMAS D. NOETH, JR.

PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

June 23, 1972

Mr. William H. Tipton
Route 175
White Horse Inn
Gambrills, Maryland 21113

and

Mrs. Ruth Virginia Tipton
Route 175
White Horse Inn
Gambrills, Maryland 21113

Re: Mortgage Holding vs Tipton
Our File: TI-05-02

Dear Mr. & Mrs. Tipton:

Please be advised that public auction under our foreclosure proceedings of the property on Jumpers Hole Road will be held as follows:

DATE: Monday, July 10, 1972

TIME: 11:00 A.M.

PLACE: On the premises, Jumpers Hole Road

TERMS OF SALE: Cash. Deposit of $2,500.00. Balance of cash upon final ratification by the Court, unpaid balance to bear interest from date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchaser to bear cost of all documentary stamps and transfer taxes.

This notice is being sent to you in accordance with the requirements of rule W74 of the Maryland Rules of Procedure.

Very truly yours,

Irving Bowers,
Trustee

IB:jh

CERTIFIED MAIL - 816028 & 816029
RETURN RECEIPT REQUESTED

cc: addressees regular mail

COPY

FILED
1972 JUL 14 AM 10:01

No. 816028

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Wm. H. Tipton
STREET AND NO.: Route 175 - White Horse Inn
P.O., STATE AND ZIP CODE: Gambrills, Md. 21113
POSTMARK OR DATE: 6-23-72

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢
DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (2 pounds or less) ..... 45¢

POD Form 3800
July 1969

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)

* GPO: 1970 O-397-488

TI-05-02

BOOK 196 PAGE 503 Eq. Ct. Dy 20,240 77-05-02(7)

I hereby certify that on this 10th day of July 1972 before me the Subscriber a Notary Public of the State of Maryland in & for the City of Baltimore personally appeared ~~the~~ WILTON E. GELDMACHER who made oath in due form of law that he has purchased property at Jumpers Hole Rd & Waterford Road for himself and his wife Edith L. Geldmacher as Principals; and further that he has not discouraged any other person from bidding thereon; and that the bid price is $4500.00

Wilton E Geldmacher

Irving Bowers
Notary Public

34

FILED
1972 JUL 14 AM 10:01

TI-05-02 §7 IB mb 7/11

E-123—1M—7-67.

BOOK 196 PAGE 504

REPORT OF SALE

—IN THE—

CIRCUIT COURT

—FOR—

MORTGAGE HOLDING, INC.

VS.

WILLIAM TIPTON et al

ANNE ARUNDEL **COUNTY**

Equity No. 20,240

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

The Report of Sale of IRVING BOWERS, **Trustee** **appointed by the decree in the above entitled cause to make sale of** real property situate on Jumpers Hole Road and Waterford Road **in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of** his **trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in** the Capital-Gazette Press, a **newspaper, published in** Anne Arundel **County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on** Monday **the** 10th **day of** July, **19** 72, **at** 11:00 **o'clock,** A. **M., attend on the premises and then and there sold** said property to Wilton E. Geldmacher and Edith L. Geldmacher, his wife, at and for the sum of $4,500.00, they being there and then the highest bidders thereon.

Irving Bowers

IRVING BOWERS, **Trustee.**

FILED

1972 JUL 14 AM 10: 01

State of Maryland, City ***of Baltimore, Sct.***

I Hereby Certify, that on this 11th day of July, 19 72. before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Irving Bowers, **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.

Joyce Hippler

Notary Public

35

Irving Bowers, Esquire
11 E. Mt. Royal Street
Baltimore, Maryland 21202

BOOK 196 PAGE 505

FOR MARYLAND GAZETTE
(July 20th Edition)

ORDER NISI

MORTGAGE HOLDING, INC.

versus

WILLIAM TIPTON, ET AL

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 20,240 Equity

Ordered, this 14th day of July, 19 72, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of August next.

The report states that the amount of sale was $ 4,500.00

Marjorie S. Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MORTGAGE HOLDING, INC.

versus

WILLIAM TIPTON, ET AL

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

March Term, 1972

ORDERED BY THE COURT, This 22nd day of August, 1972

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.

James H. Gray
JUDGE.

39

EQ-15

FILED
1972 AUG 22 PM 12:27

IB:jh 7/19/72
TI-05-02

BOOK 196 PAGE 506

MORTGAGE HOLDING, INC.	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
WILLIAM H. TIPTON, Et Al	*	ANNE ARUNDEL COUNTY
	*	Equity No. 20, 240

* * * * * * * * *

SECOND AMENDED STATEMENT OF MORTGAGE DEBT

1. The amended statement filed July 21, 1971 had an error in subtraction and should have been as follows:

Balance due per original statement	$44,854.60
S.R.C. payment, 6/30/71	8,091.59
	$36,763.01
Plus collection fee	1,013.72
	$37,556.73

2. The above statement is also in error, in that the collection fee charge of $1,013.72 should not have been added, such charge having been provided for in the original statement filed. Thus the balance of $37,556.73 is hereby reduced by $1,013.73, and correct balance as of 6/30/71 is $36,543.01.

3. The following amendment reflecting additional charges and credits since first amended statement was filed, is as follows:

6/30/1971:	Corrected balance due	$36,543.01
7/30/1971:	Received payment	12,000.00
		$24,543.01
11/8/1971:	Received proceeds from chattel-sale	1,000.00
	Balance Due	$23,543.01

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of July, in the year nineteen hundred and seventy-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Irving Bowers, Agent of Mortgage Holding, Inc., 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.

Beatrice Kaplan
NOTARY PUBLIC

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLAZA 2-2090

37

FILED
1972 JUL 20 AM 10: 29

BOOK 196 PAGE 507

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,240 EQUITY

MORTGAGE HOLDING, INC.

versus

WILLIAM TIPTON, ET AL

Ordered, this 14th day of July, 1972, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of August next.

The report states that the amount of sale was $4,500.00.

MARJORIE S. HOLT,
Clerk
True Copy,
TEST:
MARJORIE S. HOLT,
Clerk.

Ag-3

OFFICE OF
Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 20,240

Mortgage Holding, Inc. vs.

William Tipton, et al

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 3 day of August, 1972

The insertions being made the 20 + 27 of July, and 3 of August, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

No. E. C.

FILED
1972 AUG -9 PM 1:14

BOOK 196 PAGE 508

SIDNEY KAPLAN, SOLICITOR
11 E. Mt. Royal Avenue
Baltimore, Maryland 21202

TRUSTEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Pursuant to decree of Circuit Court for Anne Arundel County, in a case entitled Mortgage Holding, Inc., Assignee vs. William H. Tipton, et al, Equity Case No. 20,240, the undersigned Trustee will sell at public auction, on the premises, at the time designated, the following property in fee simple:

MON. JULY 10, 1972

AT 11:00 O'CLOCK A.M.

East side of Jumpers Hole Road at Gerhardt Road Off Ritchie Highway

BEGINNING for the same thereof on the East side of the County Road leading from Elvaton Station now known as Jumpers Hole Road, and also binding on Waterford Road, and being the same property which by deed dated October 10, 1960 and recorded among the land records of Anne Arundel County in Liber C.T.C. No. 1430 folio 234 was conveyed by Dorothy Mace, Executrix to William H. Tipton one of the mortgagors herein, to which deed reference is made for a full and complete description, in the same manner as if said description were fully set forth herein and incorporated herein, and fully described as follows:

BEGINNING for the same at a point on the easterly side of the County Road leading from Elvaton Station to the former home of Dr. Clarence S. Johnson, now known as Jumpers Hole Road, at a distance of 189 ft. southerly from the place of beginning mentioned in the description of the land conveyed by deed from the Trustees of the Maryland annual conference of the Methodist Protestant Church et al, dated April 16, 1920 and running thence South 21° 59' West and binding on the easterly side of said road 65.24 ft. to the Northeast side of Waterford Road as laid out 20 ft. wide, thence binding on said road South 77° East 158.51' thence leaving said Waterford Road and running with the rear line of a deed from Anna E. Bishop to Ada D. Hokey dated July 7, 1931 and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 86 folio 28 North 13° East 64.44' to the end thereof thence continuing with the outline of the said conveyance North 77° West 148.32' to the place of the beginning. Saving and excepting therefrom all of land which by deed dated October 22, 1940 and recorded in Liber J.H.H. No. 228 folio 34 was conveyed for the bed of Waterford Road. Improved by frame house in fee simple.

Terms of Sale: Cash. Deposit of $2500.00 will be required of the purchaser or purchasers at the time and place of sale. Balance in cash upon final ratification by the Court, unpaid balance to bear interest from date of sale to date of settlement. Taxes, water rent, and other public charges and assessments to be adjusted as of date of sale. Purchaser to bear cost of all documentary stamps and transfer taxes.

Irving Bower, Trustee

ROBERT H. CAMPBELL, Auctioneer
AUCTIONEER & APPRAISER
Member National & State Auctioneer's Associations

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1972

We hereby certify, that the annexed Trustee's Sale of Valuable Fee Simple Property East Side of Jumpers Hole Road at Gerhardt Rd. Off Ritchie Highway

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of July, 1972

The insertions being made the 22 & 29 of June and 6th of July, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

FILED

No. M. G. 39 1972 AUG -9 PM 1:14

IB: pw 10/3/72
TI-05-02

BOOK 196 PAGE 509

MORTGAGE HOLDING, INC.	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
WILLIAM H. TIPTON, Et Al	*	ANNE ARUNDEL COUNTY
	*	Equity No. 20,240

* * * * * * * * *

CORRECTED SECOND AMENDED STATEMENT OF MORTGAGE DEBT

1.	Balance due per original statement	$44,854.60
2.	S.R.C. payment, 6/30/71	8,091.59
		$36,763.01
3.	7/30/1971: Received payment	12,000.00
		$24,763.01
4.	11/8/1971: Received proceeds from chattel-sale	1,000.00
5.	Balance Due	$23,763.01

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 2nd day of October, in the year nineteen hundred and seventy-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Irving Bowers, Agent of Mortgage Holding, Inc., 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.

Beatrice Kaplan
NOTARY PUBLIC

LAW OFFICES
SIDNEY KAPLAN
PENTHOUSE SUITE
THE TOWNE BUILDING
11 E. MT. ROYAL AVENUE
BALTIMORE, MARYLAND 21202
PLaza 2-2090

Filed October 5, 1972
1:25 P.M.

BOOK 196 PAGE 510

In the Case of

Mortgage Holding, Inc. Assignee

vs.

William H. Tipton, et ux

In the

Circuit Court

For

Anne Arundel County

No. 20,240 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
1972 OCT -5 PM 1:28

All of which is respectfully submitted.
October 5, 1972

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of October, 1972, 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.

Margaret S. Hoet
Clerk
Per: Edna A. Love, deputy

FILED
1972 OCT 25 AM 9:27

EQ-23

Dr. Mortgage Holding, Inc., Assignee VS William H. Tipton, et ux

In Acct. with Irving Bowers, Trustee

			Cr.
1971, November 8			
Proceeds of Sale - Parcel No. 1	22,000 00	22,000 00	
1972,May 8			
Proceeds of Sale - Parcel No. 2	10,000 00	10,000 00	
1972, July 10			
Proceeds of Sale, - Parcel No. 3	4,500 00		
Interest on deferred payment of $2,000.00			
from 7/10/72 to 8/25/72	15 00	4,515 00	
			36,515 00
* * * * * *	* * * * * * *		
To Trustee for Counsel fee, viz:	1,000 00		
To Trustee for Commissions, viz:	1,975 75	2,975 75	
To Trustee for Court Costs, viz:			
Plaintiff's Solicitors Appearance fee	10 00		
Defendant's Solicitors Appearance fee	10 00		
M.S. Holt, Clerk - Clerk's Costs	125 00		
Court Stenographer's fee	22 50		
Auditor - stating this account	250 00	417 50	
To Trustee for Expenses, viz:			
Capital-Gazette Press - Advertising Sales (3)	773 01		
" " " - Order Nisi, Sales (3)	75 00		
Robert H. Campbell - Auctioneer's fees 3 Sales	1,370 00		
Aetna Casualty & Surety Co.-Bond Premium	180 00		
Keiser & Keiser,Inc., Fire Insurance Premium	1,076 78		
Salomon Reporting Service - Deposition	169 60		
Taxes to 11/8/71 - Parcel No. 1	637 98		
Taxes to 8/15/72 - Parcel No. 2	39 26		
Recording Release of Mortgage - Parcel No. 2	6 50		

Taxes 7/1/71 to 7/10/72 - Parcel No. 3	193	00			
Miscellaneous - Notary & Certified Main	10	00	4,531	13	
To Mortgage Holding, Inc., Mortgage balance in full as filed	23,763	01	23,763	01	
To Clem L. King, Sr., this balance on Account of Judgment Claim filed (No.C-5522 Law)	4,827	61	4,827	61	
					36,515 00

BOOK 196 PAGE 513

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	OF
Thomas M. Walsh and	*	ANNE ARUNDEL COUNTY
Joan M. Walsh, his wife	*	Equity No. 15,023

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Attorney
named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1962 MAY 31 PM 12:36

MB

BOOK 196 PAGE 514
BOOK 1357 PAGE 50

No. 15,023 Equity

8 25

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 10th day of December - -, in the year one thousand nine hundred and fifty-nine, between THOMAS M. WALSH and JOAN M. WALSH, his wife, - - - - - - - - - - of the County of Anne Arundel - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of SEVEN THOUSAND FIVE HUNDRED ($7,500.00) - - - - - - - - - -

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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 keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the First - - - - - - - - - - - - - - - day of each and every month the sum of Seventeen ($17.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Thomas M. Walsh (SEAL)

Joan M. Walsh (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of December -, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas M. Walsh and Joan M. Walsh, his wife, - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
Notary Public

My Commission Expires May 1st, 1961.

1100

Rec'd for record Dec 12, 1959 at 10:12 A.M.

Mailed to Mezger & Mezger

- 4 -

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MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

BOOK 196 PAGE 518

H. Allen Mezger, Attorney
named in Mortgage

VS

Thomas M. Walsh
and
Joan M. Walsh, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,023

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 7500.00
Less - Total amount paid on account of Principal	$710.58	
Less - Credit Expense Account	82.44	793.02
Net Balance	$793.02	$ 6706.98
Plus accumulated interest to June 30th, 1962 (with interest thereafter at rate of 6% per annum)		68.07
Total Amount of Mortgage Indebtedness		$ 6775.05

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 25th - day of May in the year nineteen hundred and sixty-two , before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., the Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Gary S. Wase - - -Notary Public

My Commission Expires May 6th, 1963

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 MAY 31 PM 12:36

6

Jud. 14042. PRINTED IN U.S.A.

MORTGAGEE OR ATTORNEYS' BOND

BOOK 196 PAGE 519

No. 15,023 Equity

LIBER 11 PAGE 387

Know all Men by these Presents:

THAT WE H. Allen Mezger,

of 200 W. Saratoga Street, Baltimore 1, Maryland

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 Six Thousand Eight Hundred and No/100 ($6,800.00) - - - - - - - - - *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* 23rd *day of* July *in the year of our Lord nineteen hundred and* sixty-two

WHEREAS, the above bounden H. Allen Mezger

by virtue of a power contained in mortgage from Arundel Federal Savings and Loan Association of Baltimore City

to Thomas M. Walsh and Joan M. Walsh, his wife

dated December 10, 1959 *and recorded in Liber* GTC *No.* 1357 *folio* 50 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said*

H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

By John F. Kennedy, Jr., *Attorney-in-Fact.*

ATTEST:

Joyce W. Waltemeyer

Bond approved this 24 day of July, 19 62

Eleanor L. Owings acting Clerk

FILED

1962 JUL 24 AM 9:25

7

BOOK 196 PAGE 520

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

H. Allen Mezger, Attorney

named in Mortgage

vs.

Thomas M. Walsh and

Joan M. Walsh, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 15,023

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, the President of Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - - - and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer
John P. Helmer *Affiant.* President

Subscribed and sworn to before me this 9th day of July 1962.

Joseph J. Blimline, Jr.
Joseph J. *Notary Public* Blimline, Jr.

My commission expires May 6th, 1963.

JOSEPH J. BLIMLINE, JR. NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED
1962 JUL 24 AM 9:25

8

BOOK 196 PAGE 521 OFFICE OF

MEZGER & MEZGER
Attorneys
200 West Saratoga Street
Baltimore 1, Maryland

Attorney's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A combination block and stucco dwelling, containing five rooms and two baths, and half basement, with hot air oil heat, situate on Lots Ten (10) and Eleven (11) Blk. 41, (Tendryng Trail) Epping Forest, Second Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated December 10th, 1959, from Thomas M. Walsh and Joan M. Walsh, his wife — said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1357 folio 50, the undersigned as Attorney, will offer for sale at public auction on the premises on;

Tuesday,
July 31st, 1962,
at 3:30 p.m.

the following described property:

BEING known and designated as Lots Nos. Ten (10 and Eleven (11), Black 41, of the subdivision known as "Epping Forest", Section "A", as shown on map dated June 18th, 1926, and recorded in Plat Book W.M.B. No. 1, folio 39, among the Land Records of Anne Arundel County, now Plat Book 1, folio 39.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER, attorney named in Mortgage
E. T. NEWELL CO., INC.
Auctioneers

Jy-26

No. 9

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1962

We hereby certify, that the annexed

Attorney's Mortgage Sale

15023

Thomas M. Walsh

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 July, 1962. The first insertion being made the 5th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL 31 PM 3:38

By Marie Tate

H. Allen Mezger, Attorney

named in Mortgage

vs.

Thomas M. Walsh and

Joan M. Walsh, his wife

BOOK 196 PAGE 522

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 15,023

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the -31st - day of July - - - - - - , 19 62, we sold at public auction for the highest price obtainable to Thomas M. Walsh, Widower, - - - - - the property described as follows:

BEING known and designated as Lots Nos. Ten (10 and Eleven (11), Block 41, of the subdivision known as "Epping Forest", Section "A", as shown on map dated June 18th, 1926. and recorded in Plat Book W.M.B. No. 1, folio 39. among the Land Records of Anne Arundel County. now Plat Book 1, folio 39.

at and for the price of Seven Thousand Six Hundred ($7,600.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr.

John M. Miller, Jr. - - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of $7600.00

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

AS WITNESS our hand and seals this - - 31st - - day of July - - - - - , 1962 .

XXXX

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
Thomas M. Walsh and	*	ANNE ARUNDEL COUNTY
Joan M. Walsh, his wife	*	Equity No. 15,023

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Thomas M. Walsh and Joan M. Walsh, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Tuesday, July 31st, 1962, at 3:30 o'clock p.m. attend on the premises, and then and there sold at public auction, all those lots of ground located in the Second Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Thomas M. Walsh, Widower, the highest bidder, at and for the sum of Seven Thousand Six Hundred ($7,600.00) Dollars, a deposit of Seven Hundred Sixty ($760.00) Dollars, having been made at the time of sale, the balance of the purchase price with interest at the rate of six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Attorney
named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

11

FILED
1962 AUG -6 AM 9:51

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this -2nd- day of August, in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase - - - - - -Notary Public

My commission expires May 6th, 1963.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

BOOK 196 PAGE 525

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

THOMAS M. WALSH and JOAN M. WALSH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,023 Equity

Ordered, this 6th day of August, 19 62, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage

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

The report states that the amount of sale was $ 7,600.00

Eleanor G. Jennings, Deputy Clerk.

True Copy,

TEST: Clerk.

H. ALLEN MEZGER, Atty. "Md. Gazette" (For August 9th Edition)
(Final Order)

H.ALLEN MEZGER, Attorney named in Mortgage

versus

THOMAS M. WALSH and JOAN M. WALSH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 1962 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.

O. Bowie Duckett

JUDGE.

FILED
1962 SEP 13 AM 9:22

13

BOOK 196 PAGE 526
OFFICE C

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,023 Equity

H. ALLEN MEZGER, Attorney named in Mortgage

versus

THOMAS M. WALSH and JOAN M. WALSH, his wife

Ordered, this 6th day of August, 1962, That the sale of the property in these proceedings mentioned made and reported by H. ALLEN MEZGER, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of September next.

The report states that the amount of sale was $7,600.00.

ELLEANOR G. OWINGS
Acting Clerk

TEST:
ELLEANOR G. OWINGS
Acting Clerk.

A-30

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,023

Thomas M Walsh

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 September, 1962. The first insertion being made the 9th day of August, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 26632 SEP -4 PM 1:45 By H Tilghman

14

BOOK 196 PAGE 527

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

THOMAS M. WALSH and

JOAN M. WALSH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,023 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
1962 DEC -6 PM 3:31

All of which is respectfully submitted.

Auditor.

December 6, 1962

FINAL ORDER

ORDERED BY THE COURT, this 24 day of December, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: , deputy

FILED
1962 DEC 24 AM 9:56

15

16

BOOK 196 PAGE 528

Dr. Mortgaged Real Estate of Thomas M. Walsh & Joan M. Walsh, his wife

In Acct. with H. Allen Mezger, attorney named in Mortgage

Cr.

	By	Amount of Sale, as per Attorney's Report of Sale filed	7,600	00		
	By	Interest, 6%, on deferred payment, $6,840.00 from 7/31/62 to 11/30/62	136	80		
	By	Adjustment, 1962 taxes, 5 months	61	75		
					7,798	55
	To	Attorney, for fee, viz.	100	00		
	To	Attorney, for commission, viz.	258	00		
					358	00
	To	Attorney, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	28	00		
		Auditor, this account	25	00		
					63	00
	To	Attorney, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Advertisement & Nisi - Sale	71	00		
		Maryland Casualty Company - bond	27	20		
		E. T. Newell & Company, Inc.				
		Auctioneer's fee 250.00				
		Advertising - Sun 18.00	268	00		
		½ Federal & State Revenue stamps	13	20		
					379	40
	To	Arundel Federal Savings & Loan Association of Baltimore City,				

	Mortgagee, in full, for Mortgage			
	claim balance due as per claim			
	filed	6,775 05		
	Interest, 6%, on principal balance,			
	$6,706.98, from 7/1/62 to 12/20/62	190 00		
			6,965	05
To	Thomas M. Walsh & Joan M. Walsh,			
	his wife, Mortgagors, excess		33	10
			7,798	55

BOOK 196 PAGE 530

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the
State of Delaware
236 Main Street, Annapolis, Md.,

Plaintiff

vs.

DAVID MORTON BEAR and
SONIA M. BEAR, aka David M.
and S.M. Bear
Suite S 101
The Mall, Willow Lawn Center
Richmond, Virginia 23226

AND any and all persons having or claiming to have any interest in the following described real estate located in the Second Assessment District of Anne Arundel COunty:

Eu De So, Belmont Off Bembe Shore Road, .161 acre, Blk 600, 3 imps. (LNP #1601/446)

ELIZABETH C. LAMBETH, aka
C. Lambeth, aka F. C. Lambeth
1746 Scales Street
Reidsville, N. C. 27320

CARRIE M. PARRISH, aka
C. Parrish
1746 Scales Street
Reidsville, N. C. 27320

AND any and all persons having or claiming to have any interest in the following described real estate located in the Second Assessment District of Anne Arundel County:

Arundel on the Bay, Lot E, Blk. 27 (Will of Mary L. Carper, dec'd)

REBECCA HARMATZ
5702 Stuart Ave.
Baltimore, Maryland 21215

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Assessment District of Anne Arundel County:

Jumpers Hole Road nr. Benfield Road, Blk. 430 Lot .929 acre, imps. (LNP 1925/160)

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 20,791

FILED

72 MAR 27 AM 11:50

7

DON E. WEAVER, aka
Dean R. Weaver
LUTHER L. WEAVER
DEAN R. WEAVER, JR.
JUDY L. WEAVER
RONALD W. WEAVER
DEANNA M. WEAVER
ROBERT C. WEAVER
DONNA L. EAST
MADELINE A. PHEBUS
c/o Don E. Weaver
Route 2, Box 190
Pasadena, Maryland 21122

or: c/o Robert Weaver
Lakewood Ave., Belhaven Beach
Box 200, Pasadena, Md. 21122

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Assessment District of Anne Arundel County:

Belhaven Beach, Lots 51A, 51B w.s. Maywood Ave., Rev. Plat (LNP #2028/157)

EDDIE HUNTLEY and
BERTA HUNTLEY
2632 Kirk Ave.
Baltimore, Md. 21218

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Assessment District of Anne Arundel County:

Nr. Jacobsville Plat of 196 acre Tract Beale's Ridge, Lot 15, Sec. 3 (GTC #1505/142) (n.s. Beach Road)

NANNIE PARRAN
1437 W. Franklin St.
Baltimore, Md. 21223

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Assessment District of Anne Arundel County:

Alberta Heights, W.S.R.R. Lot 105, 61 x 79 (JHH 332/235)(JHH 466/466)

CHARLEY STUTTSON, aka
Charlie Stuttson, aka
Charley Stutson, aka
Charlie Stutson
Severn, Md. 21144

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Assessment District of Anne Arundel County:

(a) Alberta Heights, Plat 2, Lot 25, Sec. C (LNP #1777/556)

(b) Pt. of Alberta Heights, Plat 2, McPherson nr. Smith Sta. Rd. Snowdentown, Lot 24, 30 x 130, Sec. C (JHH #767/89)

8

REIMOLD G. MIX, aka
Reinhold G. Mix
HELENE MIX
2323 E. Hoffman St.
Baltimore, Md. 21213

ANNE ARUNDEL COUNTY, MD.
a body corporate and politic
Serve on: County Solicitor
Office of Law
Government Center
Annapolis, Md. 21401

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Assessment District of Anne Arundel County:

Holladay Park, Lots 17, 18, Blk. B (F.S.R. 8/369)

THOMAS A. MORAN, JR., aka
Thos. A. Moran, Jr.
MARY A. MORAN
2403 Keating Street
Prince George's Co., Md.

And any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Assessment District of Anne Arundel County:

Holladay Park, Lot 30, Blk. 1 (GTC #1133/71)

SOPHIE BURLEY, aka
Sophia Burley,
MADELINE PULLEN
BEVERLY G. BURLEY
818 N. Fremont Avenue
Baltimore, Md. 21217
OR: Route 1, Box 384
Brandywine, Md. 20613

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Assessment District of Anne Arundel County:

City View NS 6016 Belle Gr. Rd. Lot 4, Blk. 105, imps.
(GTC 999, f. 304)

PETE GRIMES
GERTRUDE GRIMES
813 Pennsylvania Ave.
Baltimore, Md. 21201

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Assessment District of Anne Arundel County:

Patapsco Park, Part of Lots 769 to 774, Plat 1, imps.
(J.H.H. 370/210)

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CLARENCE HAWKINS
MARGARET HAWKINS
2041 Gerritt St.
Philadelphia, Pa. 19146

AND any and all persons having or claiming to have any interest in the following described real estate located in the Sixth Assessment District of Anne Arundel County:

525 Fifth Street, Lot 14, Blk. 70 (JHH 259/393)

WM. D. MURRAY, aka
William D. Murray
F. MURRAY, aka Oliver L.
Murray, aka O. L. Murray
3614 - 18th St. NE
Washington, D. C.
or: 1373 "A" St. NE
Washington, D. C.
or: Box 8
Clarksville, Md. 21029

JOHN T. HARDISTY
Larkins Hundred Farm
Edgewater, Maryland 21037

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Assessment District of Anne Arundel County:

Cedarhurst, Lot 9, Blk 12, imps., (FSR 102/484)

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1969 Rep. Vol. & 1971 Supp.).

2. That on April 6, 1970, your Plaintiff, at a regular tax sale, purchased from John W. Simmons, Jr., Controller of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel COunty, and received Certificates of Tax Sale therefor from said Controller and Collector of Taxes to the following real estate located in Anne Arundel COunty, to wit:

(1)

1. Cert. No. 1352 - Eu De So Belmont off Bembe Shore Rd., .161 acre, Blk 600, 3 imps., LNP 1601/446, 2nd Dist., and assessed to David M. & S. M. Bear.

2. Cert. No. 1353 - Arundel on Bay, Lot E, Blk. 27, 2nd Dist., and assessed to F. C. Lambeth and C. Parrish.

3. Cert. No. 1354 - Jumpers Hole Road nr. Benfield Rd., Blk. 430, lot .929 acre, imps., LNP 1925/160, 3rd Dist., and assessed to Rebecca Harmatz.

4. Cert. No. 1357 - Belhaven Beach, Lots 51A, 51B, LNP 2028/157, 3rd Dist., and assessed to Don E. Weaver, et al.

5. Cert. No. 1360 - Nr. Jacobsville Plat of 196 acre Tract Beale's Ridge, Lot 15, Sec. 3, GTC 1505/142, 3rd Dist., and assessed to Eddie & Berta Huntley.

6. Cert. No. 1365 - Alberta Heights, W.S.R.R. Lot 105, 61 x 79, 4th Dist., and assessed to Nannie Parran.

7. Cert. No. 1367 - Pt. of Alberta Hghts., Plat 2, McPherson nr. Smith Sta. Rd., Snowdentown, Lot 24, 30 x 130, Sec. C, JHH 767/89, 4th Dist., and assessed to Charley Stuttson.

8. Cert. No. 1368 - Alberta Hghts., Plat 2, Lot 25, Sec. C, LNP 1777/556, 4th Dist., and assessed to Charlie Stutson.

9. Cert. No. 1370 - Holladay Park, Lots 17, 18, Block B, 4th Dist., and assessed to Reimold G. Mix.

10. Cert. No. 1371 - Holladay Park, Lot 30, Blk 1, GTC 1131/71, 4th Dist., and assessed to Thos A. Jr. and Mary A. Moran.

11. Cert. No. 1374 - City View N.S. 6016 Belle Gr. Rd. Lot 4, Blk. 105, imps., 5th Dist., and assessed to Sophie Burley, et al.

12. Cert. No. 1377 - Patapsco Park, Pt. of Lots 769 to 774, Plat 1, imps., 5th Dist., and assessed to Pete and Gertrude Grimes.

13. Cert. No. 1380 - 525 Fifth St., Lot 14, Blk 70, 6th Dist., and assessed to Clarence & Margaret Hawkins.

14. Cert. No. 1383 - Cedarhurst, Lot 9, Blk. 12, imps., FSR 84/330, 7th Dist., and assessed to Wm. D. and F. Murray.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: 1352, 1353, 1354, 1357, 1360, 1365, 1367, 1368, 1370, 1371, 1374, 1377, 1380, and 1383, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 through 14", inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of

the Register of Wills of Anne Arundel County reveals:

(a) That David Morton Bear and Sonia M. Bear, his wife, of Richmond, Virginia, are the owners of record, in fee simple, of property more particularly described as follows:

> BEGINNING for the same at an iron pipe being located the following courses and distances from an iron pipe set at the southwest corner of the whole tract of land known as "EU-DE-SO on the Bay": South 71 degrees 58 minutes east 343 feet, and North 22 degrees 17 minutes east 194 feet, to the aforementioned place of beginning; thence continuing in the same line north 22 degrees 17 minutes east 90 feet to an iron pipe; thence south 62 degrees 36 minutes east 100 feet to an iron pipe; thence south 8 degrees 26 minutes west 41 feet to an iron pipe; and thence north 88 degrees 24 minutes west 117.05 feet to the place of beginning; together with the use in common with others entitled of two rights-of-way.

by virtue of a deed dated October 8, 1962, which is recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1601, page 446, from Albert Thaler and Desiree M. Thaler, his wife, by which they acquired an undivided one-third interest in said property, the said David Morton Bear and Sonia M. Bear having acquired another undivided one-third interest in the aforesaid property by virtue of a deed dated October 8, 1962, recorded among the said Land Records in Liber L.N.P. No. 1601, page 444, from Robert S. Mandelkorn and Eugenia M. Mandelkorn, his wife, the said David Morton Bear and Sonia M. Bear, his wife, having acquired the remaining one-third interest in the aforesaid property by virtue of a deed dated February 1, 1952, recorded among the aforesaid Land Records in Liber J.H.H. No. 675, folio 21, in which Charles C. Torrance and Esther M. Torrance, his wife, were the grantors and the said David Morton Bear and Sonia M. Bear, his wife, and others, were the grantees. This property is situate in the Second Assessment District of Anne Arundel County.

(b) That Elizabeth C. Lambeth and Carrie M. Parrish are the owners of record, in fee simple, of property in Anne Arundel County situate on the northwest side of Cohasset Avenue and fronting thereon a width of fifty (50) feet, with a uniform depth therefrom of one hundred fifty and four tenths feet (150.4), and being

designated as Lot E of Block 27, according to a plat of Arundel on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 25, by virtue of inheritance of said property under the Last Will and Testament of Mary L. Carper who departed this life a resident of the District of Columbia on April 28, 1944, testate, all as will more fully appear from the District Court of the United States for the District of Columbia (sitting in Probate) in Administration Proceedings No. 63756; the said Mary L. Carper having in her lifetime acquired the fee simple absolute estate in the aforesaid property by virtue of a deed from Arundel on the Bay Properties, Incorporated, a body corporate, dated August 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 120, folio 360. The property is situate in the Second Assessment District of Anne Arundel County.

(c) That Rebecca Harmatz, widow, is the owner of record, in fee simple of a lot or parcel of ground described as follows:

> BEGINNING for the same at an iron pipe here set on the West side of Jumpers Hole Road 30 foot County Road; said pipe marks the intersection formed by the said side of said Road with the southern outline (North 64 degrees West 165 foot line) in that conveyance from Amelia H. Tubman, Trustee, to Samuel Halfpenny, widower, by deed dated January 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 812, folio 128; thence from the point of beginning so fixed and binding on and with the southerly outline in the above mentioned conveyance to Halfpenny and with the fence line North 58degrees, 48 minutes, 30 seconds West 164.28 feet to a concrete monument here found which marks the portion of the Eastern boundary of that conveyance from Annie B. Leidner to Margaret B. Streett by deed dated March 29, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 292; thence binding on and with part of the Eastern outline of said conveyance to Streett as corrected for magnetic declination North 29 degrees, 20 minutes, 50 seconds East 222.77 feet to a point which marks the Northeastmost corner of said conveyance to Streett; thence continuing said last line North 29 degrees, 20 minutes, 50 seconds East 24.31 feet to a concrete monument here found which marks the Northwestmost corner of said first mentioned conveyance to Halfpenny; thence binding on the Northerly outline of said conveyance to Halfpenny SOuth 59 degrees, 23 minutes, 00 seconds East 148.44 feet to a concrete monument here found; thence continuing said last line South 59 degrees, 23 minutes, 00 seconds East 13.82 feet to the Westerly right-of-way line of the above mentioned County Road; thence binding on and with said right-of-way line South 28 degrees, 53 minutes, 30 seconds West 248.77 feet to the point of beginning; containing 0.929 of an acre of land, more or less, according to a survey made by James D. Hicks and Associates, dated August, 1961.

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by virtue of a deed dated October 1, 1965, recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1925, folio 160, from Harry Adelberg and Issaac Cohen, Surviving Directors and Trustees of Harco Realty Corporation, a body corporate.. The property is situate in the Third Assessment District.

(d) That Dean R. Weaver, Luther L. Weaver, Dean R. Weaver, Jr., Judy L. Weaver, Ronald W. Weaver, Deanna M. Weaver, Robert C. Weaver, Donna L. East and Madeline A. Phebus are the owners of record, in fee simple, as tenants in common, of property in Anne Arundel County, being known and designated as Lots Nos. 51A and 51B, as shown on Plat of Belhaven Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 3, by virtue of a deed dated September 30, 1966, which is recorded among the aforesaid Land Records in Liber M. S. H. No. 2028, folio 157, from Charles L. Pumphrey and Company, Inc. The property is situate in the Third Assessment District of Anne Arundel County.

(e) That Eddie Huntley and Berta Huntley, his wife, are the owners of record, in fee simple, as tenants by the entireties, of all that lot of ground known and designated as Lot No. 15, as shown on a certain plat entitled "Beales Ridge", "A Resubdivision of Lots 19-33, Inclu., Section 3, Part of 196 Acre Tract for Mrs. Elizabeth Foxwell, near Jacobsville, 3rd Dist., A. A. Co. Md. for Foxwell and Foxwell, Inc." dated 9/8/50, and made by J. R. McCrone, Inc., which plat is now recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 27, by virtue of a deed dated June 13, 1961, recorded among the aforesaid Land Records in Liber G.T.C. No. 1505, folio 142, from Foxwell and Foxwell, Inc. The property is situate in the Third Assessment District of Anne Arundel County.

(f) That Nannie Parran is the owner of record, in fee simple, of all that lot or parcel of ground in Anne Arundel County

1cf

designated as Lot No. 105, said lot having a frontage of 60 feet, depth of 68 feet, and rear of 63 feet, more or less, as shown on a Plat of Dunbar Heights, located on Ellwood Avenue, and recorded in the Plat Records of Anne Arundel County in Liber W.M.B. No. 1, folio 50. (Also may be found in Cabinet 1, Rod D, Plat 5, filed December 2, 1926) and now recorded in Plat Book No. 1, folio 50; the property also being shown as Lot No. 105 in a plat entitled "Alberta Heights" which is recorded in Plat Cabinet 3, Rod E-5, Plat No. 6, and in Plat Book No. 18, folio 34. The property now being designated on the Tax Records of Anne Arundel COunty as "Lot 105, Alberta Heights, 61 x 79, W.S.R.R."; there is a recitation in a deed dated March 23, 1948, recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. No. 466, folio 472, that the aforesaid plat of Dunbar Heights is no longer in use although it is the same as the aforesaid Plat of Alberta Heights, the said Nannie Parran having acquired title of record by virtue of a deed dated May 16, 1945, recorded among the aforesaid Land Records in Liber J.H.H. No. 332, folio 235, from Harry A. Carpenter and Mary E. Carpenter, his wife, and confirmatory deed dated March 23, 1948, recorded among the aforesaid Land Records in Liber J.H.H. No. 466, folio 466, from William A. C. Hughes, Jr., and Wilber R. Dulin, Trustees.

(g) That Charley Stuttson, widower, is the owner of record, in fee simple, of property in Anne Arundel County, designated as Lot No. 24, Section C, Rufus Avenue, as shown on a plat of Alberta Heights, recorded in the Plat Records of Anne Arundel County, in Cabinet 3, Rod E-5, Plat 6, and now recorded in Plat Book No. 20, folio 7, said lot having a frontage of 30 feet on Rufus Avenue, and a depth of 130 feet, by virtue of a deed dated June 24, 1953, recorded among the aforesaid Land Records in Liber J.H.H. No. 767, folio 89, from Harry A. Carpenter and Mary E. Carpenter, his wife.

15

Your Complainant believes that the reference to recording in Cabinet 3, Rod E-5, Plat 6, is erroneous, and that the correct reference is Cabinet 3, Rod F-1, Plat 4, and that the aforesaid property is identifiable only on the last mentioned plat reference, which is now recorded in Plat Book No. 20, folio 7. The property is situate in the Fourth Assessment District of Anne Arundel County.

(h) That Charlie Stutson is the owner of record, in fee simple, of property in Anne Arundel County known and designated as Lot 25, Section C, fronting 30 feet on Rufus Avenue, with a depth of 130 feet, as shown on plat entitled "Plat No. 2 of Alberta Heights", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-5, Plat 6, and now recorded in Plat Book No. 20, folio 7, by virtue of a deed dated June 13, 1963, recorded among the aforesaid Land Records in Liber L.N.P. No. 1777, folio 556, from Mary E. Carpenter, et al. Your Complainant believes that the reference to recording in Cabinet 3, Rod E-5, Plat 6, is erroneous, and that the correct reference is Cabinet 3, Rod F-1, Plat 4, and that the aforesaid property is identifiable only on the last mentioned plat reference which is now recorded in Plat Book No. 20, folio 7. The property is situate in the Fourth Assessment District of Anne Arundel County.

(i) That Reinhold G. Mix and Helene Mix, his wife, are owners of record, in fee simple, as tenants by the entireties, of all that lot of ground in Anne Arundel County known and designated as Lots Numbered 17 and 18 in Block "B" on the plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book 5, page 1, by virtue of a deed dated September 10, 1926, recorded among the aforesaid Land Records in Liber F.S.R. No. 8, folio 369, from The Holladay Park Corporation, a body corporate of the State of Maryland. That on the tax rolls of Anne Arundel County and in both the newspaper advertisement published prior to the tax sale mentioned in Paragraph 2 of this Bill and in the

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Certificate of Sale issued to your complainant, No. 1370, the assessed owner is erroneously identified as "Reimold G. Mix". The property is situate in the Fourth Assessment District of Anne Arundel County. Anne Arundel County, Maryland, a body politic and corporate, is joined herein as defendant by virtue of its interest as complainant in a cause in the Circuit Court for Anne Arundel County entitled "County Commissioners of Anne Arundel County vs. Reinhold G. Mix, et al.", No. 15,911 Equity, which was a suit to foreclose the equity of redemption of Reinhold G. Mix and Helene Mix, in the same property which is the subject of this paragraph as having been sold October 9, 1961, for taxes to said County Commissioners of Anne Arundel County and for that the cause is still pending.

(j) That Thomas A. Moran, Jr., and Mary A. Moran, his wife, are the owners of record, in fee simple, as tenants by the entireties, of property in Anne Arundel COunty known and designated as Lot No. 30, in Block "I" (eye) as shown on Plat of Holladay Park, recorded among the Land Records of Anne Arundel County in Plat Book 4, page 50, by virtue of a deed dated June 25, 1957, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1133, folio 71, from Thomas A. Moran and Ruby Moran, his wife. The property is situate in the Fourth Assessment District of Anne Arundel County. The deed reference in Tax Sale Certificate No. 1371 and on the tax rolls of Anne Arundel COunty is incorrectly given as G.T.C. No. 1131, folio 71.

(k) That Sophia Burley is the owner of record of an estate for life, with full powers to dispose of said property except by will, and if she should die without having exercised the said powers, then Madeline Pullen and Beverly G. Burley, are the remainder owners as joint tenants, all in fee simple, of record to property located in Anne Arundel County described as all that lot or parcel of ground situate and lying at Pumphreys Station in Anne Arundel County, and known as Lot No. 4 on the Plat of City View, recorded

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among the Plat Records of Anne Arundel County in Liber G.W. No. 15, folio 73, etc., said lot having a front of twenty-nine feet on the center of the Brooklyn Road which leads from Pumphrey Station to Light Street Road, with an irregular depth Northerly to the Northern boundary of the whole tract as conveyed by George W. Nedwell to J. Charles Linthicum, and upon which said boundary said lot has a width of twenty-seven feet, by virtue of a deed dated January 27, 1956, which is recorded among the aforesaid Land Records in Liber G.T.C. No. 999, folio 304, from Dolores E. Whiting, Single, to Sophia Burley, widow, life tenant with powers, and Madeline Pullen and Beverly G. Burley, joint tenants, remaindermen. The property is situate in the Fifth Assessment District of Anne Arundel County.

(l) That Pete Grimes is the owner in fee simple of record of Lot 774 and portions of Lots Nos. 769, 770, 771, 772, and 773, as shown on a plat of Patapsco Park, which plat is recorded among the Plat Books of Anne Arundel County in Plat Book 12, folio 8, by virtue of a deed from Walter J. Eaton and Beatrice L. Eaton, his wife, dated July 17, 1946, which is recorded among the aforesaid Land Records in Liber J.H.H. No. 370, folio 210, which deed conveyed to Pete Grimes Lots Nos. 769 through 776, inclusive, as shown on the aforesaid plat; that thereafter the said Pete Grimes by sundry conveyances, all recorded among the aforesaid Land Records, divested himself of certain portions of the property conveyed as aforesaid in the deed from Walter J. Eaton and wife leaving now vested in the said Pete Grimes the aforementioned Lot 774 and portions of Lots 769, 770, 771, 772 and 773. The property is situate in the Fifth Assessment District of Anne Arundel County.

(m) That Clarence Hawkins and Margaret Hawkins, his wife, are the record owners, in fee simple, as tenants by the entireties, of a lot or parcel of ground situate in the Sixth Assessment District of Anne Arundel County, known as 525 Fifth Street, Eastport, and more particularly described as follows:

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BEGINNING for the same on the northeast side of Fifth Street, formerly Second Street, at a distance one hundred sixty-four feet from the northeast intersection of Fifth Street and Chester Avenue and running thence with the northeast side of Fifth Street fifty feet to the division line of Lot No. 14, as shown on the plat hereinafter mentioned, thence with the division line of Lot No. 13, and at right angles to Fifth Street one hundred sixty-five feet to a point, thence in a south-easterly direction with the division line of lot No. 9 and parallel with Fifth Street fifty feet, thence in a south-westerly direction at right angles to the last mentioned line and with the rear division line of Lots Nos. 4,3,2, and 1 one hundred sixty-five feet to the northeast side of Fifth Street, formerly Second Street to the place of beginning. The same being Lot No. 14 as is shown on a plat of "Henry Shernbec Development, Eastport, Maryland, Anne Arundel County, surveyed by C. E. Miller, Civil Engineer, Eastport, Md.".

by virtue of a deed dated April 24, 1942, recorded among the aforesaid Land Records in Liber J.H.H. 259, folio 393, from Phillip Barret, single, and George B. Woefel, Trustee.

(n) That William D. Murray and Oliver L. Murray are the owners of record, in fee simple, as joint tenants, of property in Anne Arundel County known as all of Lot No. Nine (9) in Block No. Twelve (12) of the Sub-division known as Cedarhurst-on-the-Bay, as shown on plat of the same, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 11, (formerly Plat Book G.W. Section Three (3), folio 343), by virtue of a deed dated March 1, 1932, which is recorded among the said Land Records in Liber F.S.R. No. 102, folio 484, (erroneously referred to in Tax Sale Cert. #1383 as F.S.R. 84/330) from The Waterfront Development Company, a body corporate. The property is situate in the Seventh Assessment District of Anne Arundel County. That John T. Hardisty is named as defendant herein because of the fact that at tax sale held on October 11, 1965, he purchased Tax Sale Certificate No. 4686B, and thereafter in Equity No. 18,564 he brought proceedings to foreclose the equity of redemption on Lot 9, Block 12, Plat of Cedar-hurst, and thereafter on March 8, 1968, obtained a decree foreclosing the rights of redemption in and to said lot and vesting in the said John T. Hardisty the right to receive a deed to said lot upon payment of all costs, surplus bid, etc., accruing from date of sale. Thereafter the said John T. Hardisty failed to take title

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to said lot and Plaintiff is advised that although John T. Hardisty is no longer interested in obtaining title to said lot under said decree of court, that he has an equitable interest in said property which should be foreclosed in this proceeding.

5. That the aforementioned and described real estate has not been redeemed by the defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforementioned date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on April 6, 1970, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and/or the State of Maryland, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
1352	$286.50	$286.50
1353	100.00	51.51
1354	800.00	261.60
1357	500.00	52.97
1360	50.24	50.24
1365	43.36	43.36
1367	43.36	43.36
1368	43.36	43.36
1370	50.00	24.76
1371	22.19	22.19
1374	330.00	330.00
1377	202.09	202.09
1380	1300.00	114.11
1383	129.55	129.55

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
1352	$286.50
1353	51.51
1354	261.60
1357	52.97
1360	50.24
1365	43.36
1367	43.36
1368	43.36
1370	24.76
1371	22.19

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CERTIFICATE NO.	AMOUNT DUE
1374	$330.00
1377	202.09
1380	114.11
1383	129.55

plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs of each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the defendants herein commanding them to appear in this court on some certain day to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff directed to the defendants and to all parties in interest, commanding them to appear in this court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this court enter a Final Decree foreclosing all right of redemption of the defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Controller for Anne Arundel County, as the Collector of State and County Taxes, execute to Plaintiff a deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) That this court may pass an order relieving your Complainant of the burden of complying with Local Rule 300 of the Circuit Court for Anne Arundel County, Maryland.

(6) And for such other and further relief as the nature of

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this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main Street
Annapolis, Md. 21401
268-5049
Attorney for Plaintiff

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

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to foreclose equities of redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 27th day of March, 1972.

Mary Harrison
Mary Harrison - Notary Public
My Commission expires July 1, 1974

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BOOK 196 PAGE 546

№ 1352 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main Street Annapolis, Md at public auction for the sum of 286 Dollars and 50 Cents, of which 28650 Dollars has been paid as a deposit on the property in District 7 8 described as Em. De. So. Belmont off Bemis Shore Rd .161 acres blk 600 3 impd. L. N.P. 1601-446

and assessed to David M. & L. M. Bear 2-000-01100400

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

FILED

72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 1

P. CO. 70830

BOOK 196 PAGE 547

№ 1353

CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main Street Annapolis Md at public auction for the sum of 100 Dollars and 00 Cents, of which 51.51 Dollars has been paid as a deposit on the property in District 2 described as Arundel on Bay Lot E Blk 27

2-002-07334600

and assessed to H. C. Lambeth & C. Parrish

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Margaret A. Lowell
Notary Public.

FILED
72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

24

P. CO. 70830

PLAINTIFF'S EXHIBIT NO. 2

BOOK 196 PAGE 548

№ 1354 **CERTIFICATE OF TAX SALE**

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main Street Annapolis, Md. at public auction for the sum of 8.00 Dollars and 00 Cents, of which 2.60 Dollars has been paid as a deposit on the property in District 3 described as Jumpers Hole Road NW Benfield Rd. Lot #30 Lot .929 Acre Jumpers L.M.P. 1925-160 3-000-13121100 and assessed to Rebecca Harnatz

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

FILED
72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 3

P. CO. 70830

BOOK 196 PAGE 549

№ 1357 **CERTIFICATE OF TAX SALE**

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main Street Annapolis Md. at public auction for the sum of 5 8 0 Dollars and 0 0 Cents, of which 5 2 9 7 Dollars has been paid as a deposit on the property in District 3 described as Ballaview Beach Lots 51A - 51B L.M.P. 2028 - 157

3-110-3270420

and assessed to Don E. Weaver et al

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W. Linville
Notary Public.

FILED
72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 4

24

P. CO. 70830

BOOK 196 PAGE 550

№ 1360 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St, Annapolis Md at public auction for the sum of 50 Dollars and 24 Cents, of which 50.24 Dollars has been paid as a deposit on the property in District 3 described as Mt Jacobsville Part of 176 Acres Tract Beale's Ridge Lot 15 Sec 3 GTC 1505 142

and assessed to Eddie & Berta Huntley 3-657-14 7+3000

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W. Mueller
Notary Public.

FILED
72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT No. 5

27

P. CO. 70830

BOOK 196 PAGE 551

№ 1365 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md at public auction for the sum of 43 Dollars and 36 Cents, of which *43.36 Dollars has been paid as a deposit on the property in District 4 described as Albertas Heights W S R P Lot 105 61X79

and assessed to Mamie Parran 4-000-0434400

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August A Knuth
Notary Public.

FILED

72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 6

P. CO. 70830

BOOK 196 PAGE 552

№ 1367 **CERTIFICATE OF TAX SALE**

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md ..... at public auction for the sum of 43 Dollars and 36 Cents, of which 43.36 Dollars has been paid as a deposit on the property in District 4 described as Pt of Alberta Hgts Pct 2 McPherson Rd Smith Sta Rd Snowdentown Lot 24 30x130 Sec C J.W.H. 767 89 and assessed to C Harley Stuttson 4-000-0568200

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

FILED

72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 7

29

P. CO. 70830

BOOK 196 PAGE 553

№ 1368 **CERTIFICATE OF TAX SALE**

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St. Annapolis Md. at public auction for the sum of 43 Dollars and 36 Cents, of which 43.36 Dollars has been paid as a deposit on the property in District 4 described as Alberta Hgts Plat 2 Lot 25 Sec C L 1777 F 556

and assessed to Charlie Stetson 4-000-05679500

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W. Jewell
Notary Public.

FILED

72 MAR 27 AM 11:50

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 8

38

P. CO. 70830

BOOK 196 PAGE 554

№ 1370 **CERTIFICATE OF TAX SALE**

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis, Md at public auction for the sum of 50 Dollars and 00 Cents, of which 24.76 Dollars has been paid as a deposit on the property in District 4 described as Halladay Park Lots 17 18 Block B and assessed to Reinold G Miss 4-411-03901800

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

FILED

72 MAR 27 AM 11:51

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 9

31

P. CO. 70830

BOOK 196 PAGE 555

№ 1371 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md ..... at public auction for the sum of 22 Dollars and 19 Cents, of which 22.19 Dollars has been paid as a deposit on the property in District 4 described as Holladay Park Lot 30 Blk 1 GTC 1131 71

and assessed to Thos A Jr & Mary A Mosau 4-411-03938030

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons, Jr.
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August H Schmidt
Notary Public.

FILED
72 MAR 27 AM 11:51

My Commission Expires July 1, 1970

P. CO. 70830

PLAINTIFF'S EXHIBIT NO. 10

BOOK 196 PAGE 556

№ 1374 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.**, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md at public auction for the sum of 330 Dollars and 00 Cents, of which 330.00 Dollars has been paid as a deposit on the property in District 5 described as City View N.S. 6016 Belle Gr Rd Lot # Blk 105 Imps and assessed to Sophie Burley Et Al 5-000-02231600

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons, Jr.
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W. Linnelle
Notary Public.

FILED
72 MAR 27 AM 11 51

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 11

33

P. CO. 70830

BOOK 196 PAGE 557

№ 1377 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md at public auction for the sum of 202 Dollars and 09 Cents, of which 202.09 Dollars has been paid as a deposit on the property in District 5 described as Patapsco Park Pt of Lots 769 to 774 Plat 1 Jones

and assessed to Pete & Gertrude Goines 5-624-06290200

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons
Controller and Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W Staudle
Notary Public.

FILED

72 MAR 27 AM 11:51

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 12

34

P. CO. 70830

BOOK 196 PAGE 558

№ 1380

CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md. at public auction for the sum of 1300 Dollars and 00 Cents, of which 114.11 Dollars has been paid as a deposit on the property in District 6 described as 525 Fifth St Lot 14 Blk 70 H and assessed to Clarence & Margaret Hawkins 6-000-0340 4800

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

FILED

72 MAR 27 AM 11:51

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 13

35

P. CO. 70830

BOOK 196 PAGE 559

№ 1383

CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Southern Municipal 236 Main St Annapolis Md at public auction for the sum of 129. Dollars and 55 Cents, of which 129.55 Dollars has been paid as a deposit on the property in District 7 described as Cedarhurst Lot 9 Blk 12 Imps F S R 84 330 Resale 1965 Tax Sale and assessed to Wm D & F Murray 7-155-0333200.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August W. Howell
Notary Public.

FILED

72 MAR 27 AM 11:51

My Commission Expires July 1, 1970

PLAINTIFF'S EXHIBIT NO. 14

34

P. CO. 70830

To the Maryland Gazette.

BOOK 196 PAGE 560

C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland 21401

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 20,791

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland 21401

Plaintiff

vs.

DAVID MORTON BEAR and
SONIA M. BEAR, aka David M.
and S.M. Bear
Suite S. 101
The Mall, Willow Lawn Center
Richmond, Virginia 23226

ELIZABETH C. LAMBETH, aka
C. Lambeth, aka F. C. Lambeth
1746 Scales St.
Reidsville, N. C. 27320

CARRIE M. PARRISH, aka
C. Parrish
1746 Scales St.
Reidsville, N. C. 27320

REBECCA HARMATZ
5702 Stuart Ave.
Baltimore, Maryland 21215

DON E. WEAVER, aka
Dean R. Weaver
LUTHER L. WEAVER
DEAN R. WEAVER, JR.
JUDY L. WEAVER
RONALD W. WEAVER
DEANNA M. WEAVER
ROBERT C. WEAVER
DONNA L. EAST
MADELINE A. PHEBUS
c/o Don E. Weaver
Route 2, Box 190
Pasadena, Maryland 21122

or: c/o Robert Weaver
Lakewood Avenue, Belhaven Beach
Box 200
Pasadena, Maryland 21122

EDDIE HUNTLEY and
BERTA HUNTLEY
2632 Kirk Ave.
Baltimore, Maryland 21218

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NANNIE PARRAN
1437 W. Franklin Street
Baltimore, Maryland 21223

CHARLEY STUTTSON, aka
Charlie Stuttson, aka
Charley Stutson, aka
Charlie Stutson
Severn, Maryland 21144

REIMOLD G. MIX, aka
Reinhold G. Mix
HELENE MIX
2323 E. Hoffman Street
Baltimore, Maryland 21213

ANNE ARUNDEL COUNTY, MD.
a body corporate and politic
Serve on: County Solicitor
Office of Law
Government Center
Annapolis, Md. 21401

THOMAS A. MORAN, Jr., aka
Thos. A. Moran, Jr.
MARY A. MORAN
2403 Keating St.
Prince George's Co., Md.

SOPHIE BURLEY, aka
Sophia Burley
MADELINE PULLEN
BEVERLY G. BURLEY
818 N. Fremont Ave.
Baltimore, Md. 21217
OR: Route 1, Box 384
Brandywine, Md. 20613

PETE GRIMES
GERTRUDE GRIMES
813 Pennsylvania Ave.
Baltimore, Md. 21201

CLARENCE HAWKINS
MARGARET HAWKINS
2041 Gerritt St.
Philadelphia, Pa. 19146

WM. D. MURRAY, aka
William D. Murray
F. MURRAY, aka Oliver L.
Murray, aka O. L. Murray
3614 - 18th St. NE
Washington, D. C.
or: 1373 "A" St. NE
Washington, D. C.
or: Box 8
Clarksville, Md. 21029

JOHN T. HARDISTY
Larkins Hundred Farm
Edgewater, Maryland 21037

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate located in Anne Arundel County, Maryland, to wit:

Cert. No. 1352 - Eu De So Belmont off Bembe Shore Rd., .161 acre, Blk. 600, 3 imps., LNP 1601/446, 2nd Dist.

Cert. No. 1353 - Arundel on Bay, Lot 3, Blk 27, 2nd Dist..

Cert. No. 1354 - Jumpers Hole Road nr. Benfield Rd., Blk. 430, lot .929 acre, imps., 3rd Dist., LNP 1925/160.

Cert. No. 1357 - Belhaven Beach, Lots 51A, 51B, 3rd Dist.,LNP 2028/157.

Cert. No. 1360 - Nr. Jacobsville Plat of 196 Acre Tract Beale's Ridge, Lot 15, Sec. 3, 3rd Dist., GTC 1505/142.

Cert. No. 1365 - Alberta Heights, W.S.R.R. Lot 105, 61x79, 4th Dist..

Cert. No. 1367 - Pt. of Alberta Hghts., Plat 2, McPherson nr. Smith Sta. Rd., Snowdentown, Lot 24, 30x130, Sec. C, 4th Dist., JHH 767/89.

Cert. No. 1368 - Alberta Hghts., Plat 2, Lot 25, Sec. C, 4th Dist., LNP 1777/556.

Cert. No. 1370 - Holladay Park, Lots 17, 18, Block B, 4th Dist. FSR 8/369.

Cert. No. 1371 - Holladay Park, Lot 30, Blk 1, GTC 1133/71, 4th Dist.

Cert. No. 1374 - City View n.s. 6016 Belle Gr. Rd. Lot 4, Blk 105, imps., GTC 999/304, 5th Dist.

Cert. No. 1377 - Patapsco Park, Pt. of Lots 769 to 774, Plat 1, imps., JHH 370/210. 5th Dist.

Cert. No. 1380 - 525 Fifth St., Lot 14, Blk 70, JHH 259/393, 6th Dist.

Cert. No. 1383 - Cedarhurst, Lot 9, Blk.12, imps., 7th Dist.,FSR 102/484.

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 6th day of April, 1970, by John W. Simmons, Controller of Anne Arundel County and Collector of Taxes for the State of Maryland

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and Anne Arundel County to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Cert. No. 1352 - Eu De So Belmont off Bembe Shore Rd., .161 acre, Blk 600, 3 imps., assessed David M. & S. M. Bear, 2nd Dist., and sold to Plaintiff for $286.50, of which sum $286.50 has been paid. (LNP 1601/446)

Cert. No. 1353 - Arundel on Bay, Lot E, Blk. 27, 2nd Dist., assessed to F. C. Lambeth & C. Parrish, and sold to Plaintiff for $100.00 of which sum $51.51 has been paid.

Cert. No. 1354 - Jumpers Hole Road nr. Benfield Rd., Blk 430, lot .929 acre, imps., 3rd Dist., assessed to Rebecca Harmatz, and sold to Plaintiff for $800.00, of which sum $261.60 has been paid. (LNP 1925/160).

Cert. No. 1357 - Belhaven Beach, Lots 51A & 51B, 3rd Dist., assessed to Don E. Weaver, et al., and sold to Plaintiff for $500.00 of which sum $52.97 has been paid (LNP 2028/157).

Cert. No. 1360 - Nr. Jacobsville, Plat of 196 acres Tract Beale's Ridge, Lot 15, Sec. 3, 3rd Dist., assessed to Eddie & Berta Huntley, and sold to Plaintiff for $50.24 of which sum $50.24 has been paid (GTC 1505/142).

Cert. No. 1365 - Alberta Heights w.s.r.r. Lot 105, 61x79, 4th Dist., assessed to Nannie Parran, and sold to Plaintiff for $43.36 of which sum $43.36 has been paid.

Cert. No. 1367 - Pt. of Alberta Hgts. Plt 2, McPherson nr. Smith Sta. Rd., Snowdentown, Lot 24, 30x130, Sec. C, 4th Dist., assessed to Charley Stuttson, and sold to Plaintiff for $43.36 of which sum $43.36 has been paid (JHH 767/89).

Cert. No. 1368 - Alberta Hgts., Plat 2, Lot 25, Sec. C, 4th Dist., assessed to Charlie Stutson, and sold to Plaintiff for $43.36 of which sum $43.36 has been paid (LNP 1777/556).

Cert. No. 1370 - Holladay Park, Lots 17, 18, Block B, 4th Dist., assessed to Reimold G. Mix, and sold to Plaintiff for $50.00 of which sum $24.76 has been paid (FSR 8/369).

Cert. No. 1371 - Holladay Park, Lot 30, Blk 1, 4th Dist., assessed to Thos. A. Jr. & Mary A. Moran, and sold to Plaintiff for $22.19, of which sum $22.19 has been paid (GTC 1133/71).

Cert. No. 1374 - City View N.S. 6016 Belle Gr. Rd., Lot 4, Blk 105, imps., 5th Dist. assessed to Sophie Burley, et al., and sold to Plaintiff for $330.00, of which sum $330.00 has been paid (GTC 999/304).

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Cert. No. 1377 - Patapsco Park, Pt. of Lots 769 to 774, Plat 1, imps., 5th Dist., assessed to Pete & Gertrude Grimes, and sold to Plaintiff for $202.09, of which sum $202.09 has been paid (JHH 370/210).

Cert. No. 1380 - 525 Fifth St., Lot 14, Blk 70, 6th Dist., assessed to Clarence & Margaret Hawkins, and sold to Plaintiff for $1300.00, of which sum $114.11 has been paid (JHH 259/393).

Cert. No. 1383 - Cedarhurst, Lot 9, Blk 12, imps., 7th Dist., assessed to Wm. D. & F. Murray, and sold to Plaintiff for $129.55, of which sum $129.55 has been paid (FSR 102/484).

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, April 6, 1970.

It is thereupon this 27th day of March, 1972, by the Circuit Court for Anne Arundel County, in equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 1st day of June, 1972, next, warning the said David Morton Bear and Sonia M. Bear, aka David M. and S.M.Bear, Elizabeth C. Lambeth, aka C. Lambeth, aka F. C. Lambeth, Carrie M. Parrish, aka C. Parrish, Rebecca Harmatz, Don E. Weaver, aka Dean R. Weaver, Luther L. Weaver, Dean R. Weaver, Jr., Judy L. Weaver, Ronald W. Weaver, Deanna M. Weaver, Robert C. Weaver, Donna L. East, Madeline A. Phebus, Eddie Huntley, Berta Huntley, Nannie Parran, Charley Stuttson, aka Charlie Stuttson, aka Charley Stutson, aka Charlie Stutson, Reimold G. Mix, aka Reinhold G. Mix, Helene Mix, Anne Arundel County, Md., a body corporate and politic, Thomas A. Moran, Jr., aka Thos. A. Moran, Jr., Mary A. Moran, Sophie Burley, aka Sophia Burley, Madeline Pullen, Beverly G. Burley, Pete Grimes, Gertrude Grimes, Clarence Hawkins, Margaret Hawkins, Wm. D. Murray, aka William D. Murray, F. Murray, aka Oliver L. Murray, aka O. L. Murray, and John T. Hardisty, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property

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to be and appear in this Court in proper person or by Solicitor on or before the 1st day of June, 1972, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

Marjorie S. Holt

Marjorie S. Holt, Clerk

BOOK 196 PAGE 566

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	IN EQUITY
vs.	:	
	:	Equity No. 20,791
DAVID MORTON BEAR, et al.,	:	
	:	
Defendants	:	

O R D E R

Considering that the purpose of these proceedings is to foreclose the equity of redemption in certain real estate heretofore purchased by the Plaintiff at a Tax Sale (under the provisions of the Annotated Code of Maryland, Article 81, Sections 70-116, inclusive, and amendments thereto, (1969 Rep. Volume and 1971 Supp.), and that all pertinent information is included in the Bill, the Court feels that the filing of additional copies of the original of the Tax Sale Certificates listed as Exhibits 1 through 14, inclusive, would serve no useful purpose, and hereby this 27th day of March, 1972,

ORDERS that the Plaintiff need not comply with the provisions of Local Rule 300 of the Circuit Court for Anne Arundel County as to the filing of copies of Exhibits 1 to 14, inclusive, (except for the originals thereof) in these proceedings.

Judge

FILED

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C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY,
MARYLAND
Equity No. 20,791

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street, Annapolis, Maryland 21401

Plaintiff

vs.

DAVID MORTON BEAR and **SONIA M. BEAR**, aka David M. and S.M. Bear, Suite S. 101, The Mall, Willow Lawn Center, Richmond, Virginia 23226
ELIZABETH C. LAMBETH, aka C. Lambeth, aka F. C. Lambeth, 1746 Scales St., Reidsville, N.C. 27320
CARRIE M. PARRISH, aka C. Parrish, 1746 Scales St., Reidsville, N.C. 27320
REBECCA HARMATZ, 5702 Stuart Ave., Baltimore, Maryland 21215
DON E. WEAVER, aka Dean R. Weaver
LUTHER L. WEAVER
DEAN R. WEAVER, JR.
JUDY L. WEAVER
RONALD W. WEAVER
DEANNA M. WEAVER
ROBERT C. WEAVER
DONNA L. EAST
MADELINE A. PHEBUS, c-o Don E. Weaver, Route 2, Box 190, Pasadena, Maryland 21122
or: c-o Robert Weaver, Lakewood Avenue, Belhaven Beach, Box 200, Pasadena, Maryland 21122
EDDIE HUNTLEY and **BERTA HUNTLEY**, 2632 Kirk Ave., Baltimore, Maryland 21218
NANNIE PARRAN, 1437 W. Franklin Street, Baltimore, Maryland 21223
CHARLEY STUTTSON, aka Charlie Stuttson, aka Charley Stutson, aka Charlie Stutson, Severn, Maryland 21144
REIMOLD G. MIX, aka Reinhold G. Mix, **HELENE MIX**, 2323 E. Hoffman Street, Baltimore, Maryland 21213
ANNE ARUNDEL COUNTY, MD., a body corporate and politic Serve on: County Solicitor, Office of Law, Government Center, Annapolis, Md. 21401
THOMAS A. MORAN, JR., aka Thos. A. Moran, Jr. **MARY A. MORAN**, 2403 Keating St., Prince George's Co., Md.
SOPHIE BURLEY, aka Sophia Burley
MADELINE PULLEN
BEVERLY G. BURLEY, 818 N. Fremont Ave., Baltimore, Md. 21217 OR: Route 1, Box 384, Brandywine, Md. 20613
PETE GRIMES
GERTRUDE GRIMES, 813 Pennsylvania Ave., Baltimore, Md. 21201
CLARENCE HAWKINS
MARGARET HAWKINS, 2041 Gerritt St., Philadelphia, Pa. 19146
WM. D. MURRAY, aka William D. Murray
F. MURRAY, aka Oliver L. Murray, aka O. L. Murray, 3614 — 18th St. NE, Washington, D.C. or: 1373 "A" St. NE, Washington, D.C. or: Box 8, Clarksville, Md. 21029
JOHN T. HARDISTY, Larkins Hundred Farm, Edgewater, Maryland 21037

BOOK 196 PAGE 567 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1972

We hereby certify, that the annexed

Order of Publication
Circuit Court for Anne Arundel
County, Mayland
Equity No. 20,791

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 April, 19 72

FILED
1972 APR 20 PM 1:26

The insertions being made the 30th of March, 6th, 13th & 20th of April, 19 72

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Grour

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate located in Anne Arundel County, Maryland, to wit:

Cert. No. 1352 — Eu De So Belmont off Bembe Shore Rd., .161 acre, Blk. 600, 3 imps., LNP 1601-446, 2nd Dist.

Cert. No. 1353 — Arundel on Bay, Lot 3, Blk 27, 2nd Dist.

Cert. No. 1354 — Jumpers Hole Road nr. Benfield Rd., Blk. 430, lot .929 acre, imps., 3rd Dist., LNP 1925-160.

Cert. No. 1357 — Belhaven Beach, Lots 51A, 51B, 3rd Dist., LNP 2028-157.

Cert. No. 1360 — Nr. Jacobsville Plat of 196 Acre Tract Beale's Ridge, Lot 15, Sec. 3, 3rd Dist., GTC 1505-142.

Cert. No. 1365 — Alberta Heights, W.S.R.R. Lot 105, 61x79, 4th Dist.

Cert. No. 1367 — Pt. of Alberta Hghts., Plat 2, McPherson nr. Smith Sta. Rd., Snowdentown, Lot 24, 30x130, Sec. C, 4th Dist., JHH 767-89.

Cert. No. 1368 — Alberta Hghts., Plat 2, Lot 25, Sec. C, 4th Dist., LNP 1777-556.

Cert. No. 1370 — Holladay Park, Lots 17, 18, Block B, 4th Dist. FSR 8-369.

Cert. No. 1371 — Holladay Park, Lot 30, Blk 1, GTC 1133-71, 4th Dist.

Cert. No. 1374 — City View n.s. 6016 Belle Gr. Rd. Lot 4, Blk 105, imps., GTC 999-304, 5th Dist.

Cert. No. 1377 — Patapsco Park, Pt. of Lots 769 to 774, Plat 1, imps., JHH 370-210. 5th Dist.

Cert. No. 1380 — 525 Fifth St., Lot 14, Blk 70, JHH 259-393, 6th Dist.

Cert. No. 1383 — Cedarhurst, Lot 9, Blk. 12, imps., 7th Dist., FSR 102-484.

Defendants

Order of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 6th day of April, 1970, by John W. Simmons, Controller of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Cert. No. 1352 — Eu De So Belmont off Bembe Shore Rd., .161 acre, Blk 600, 3 imps., assessed David M. & S. M. Bear, 2nd Dist., and sold to Plaintiff for $286.50, of which sum $286.50 has been paid. (LNP 1601-446).

Cert. No. 1353 — Arundel on Bay, Lot E, Blk. 27, 2nd Dist., assessed to F. C. Lambeth & C. Parrish, and sold to Plaintiff for $100.00 of which sum $51.51 has been paid.

Cert. No. 1354 — Jumpers Hole Road nr. Benfield Rd., Blk 430, lot .929 acre, imps., 3rd Dist., assessed to Rebecca Harmatz, and sold to Plaintiff for $800.00, of which sum $261.60 has been paid. (LNP 1925-160)

Cert. No. 1357 — Belhaven Beach, Lots 51A & 51B, 3rd Dist., assessed to Don E. Weaver, et al., and sold to Plaintiff for $500.00 of which sum $52.97 has been paid (LNP 2028-157).

Cert. No. 1360 — Nr. Jacobsville, Plat of 196 acres Tract Beale's Ridge, Lot 15, Sec. 3, 3rd Dist., assessed to Eddie & Berta Huntley, and sold to Plaintiff for $50.24 of which sum $50.24 has been paid (GTC 1505-142).

Cert. No. 1365 — Alberta Heights w.s.r.r. Lot 105, 61x79, 4th Dist., assessed to Nannie Parran, and sold to Plaintiff for $43.36 of which sum $43.36 has been paid.

Cert. No. 1367 — Pt. of Alberta Hgts. Plt 2, McPherson nr. Smith Sta. Rd., Snowdentown, Lot 24, 30x130, Sec. C, 4th Dist., assessed to Charley Stuttson, and sold to Plaintiff for $43.36 of which sum $43.36 has been paid (JHH 767-89).

Cert. No. 1368 — Alberta Hgts., Plat 2, Lot 25, Sec. C, 4th Dist., assessed to Charlie Stutson, and sold to Plaintiff for $43.36 of which sum $43.36 has been paid (LNP 1777-556).

Cert. No. 1370 — Holladay Park, Lots 17, 18, Block B, 4th Dist., assessed to Reimold G. Mix, and sold to Plaintiff for $50.00 of which sum $24.76 has been paid (FSR 8-369).

Cert. No. 1371 — Holladay Park, Lot 30, Blk 1, 4th Dist., assessed to Thos. A. Jr. & Mary A. Moran, and sold to Plaintiff for $22.19, of which sum $22.19 has been paid (GTC 1133-71).

Cert. No. 1374 — City View N.S. 6016 Belle Gr. Rd., Lot 4, Blk 105, imps., 5th Dist. assessed to Sophie Burley, et al., and sold to Plaintiff for $330.00, of which sum $330.00 has been paid (GTC 999-304).

Cert. No. 1377 — Patapsco Park, Pt. of Lots 769 to 774, Plat 1, imps., 5th Dist., assessed to Pete & Gertrude Grimes, and sold to Plaintiff for $202.09, of which sum $202.09 has been paid (JHH 370-210).

Cert. No. 1380 — 525 Fifth St., Lot 14, Blk 70, 6th Dist., assessed to Clarence & Margaret Hawkins, and sold to Plaintiff for $1300.00, of which sum $114.11 has been paid (JHH 259-393).

Cert. No. 1383 — Cedarhurst, Lot 9, Blk 12, imps., 7th Dist., assessed to Wm. D. & F. Murray, and sold to Plaintiff for $129.55, of which sum $129.55 has been paid (FSR 102-484).

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, April 6, 1970.

It is thereupon this 27th day of March, 1972, by the Circuit Court for Anne Arundel County, in equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 1st day of June, 1972, next, warning the said David Morton Bear and Sonia M. Bear, aka David M. and S. M. Bear, Elizabeth C. Lambeth, aka C. Lambeth, aka F. C. Lambeth, Carrie M. Parrish, aka C. Parrish, Rebecca Harmatz, Don E. Weaver, aka Dean R. Weaver, Luther L. Weaver, Dean R. Weaver, Jr., Judy L. Weaver, Ronald W. Weaver, Deanna M. Weaver, Robert C. Weaver, Donna L. East, Madeline A. Phebus, Eddie Huntley, Berta Huntley, Nannie Parran, Charley Stuttson, aka Charlie Stuttson, aka Charley Stutson, aka Charlie Stutson, Reimold G. Mix, aka Reinhold G. Mix, Helene Mix, Anne Arundel County, Md., a body corporate and politic, Thomas A. Moran, Jr., aka Thos. A. Moran, Jr., Mary A. Moran, Sophie Burley, aka Sophia Burley, Madeline Pullen, Beverly G. Burley, Pete Grimes, Gertrude Grimes, Clarence Hawkins, Margaret Hawkins, Wm. D. Murray, aka William D. Murray, F. Murray, aka Oliver L. Murray, aka O. L. Murray, and John T. Hardisty, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 1st day of June, 1972, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

MARJORIE S. HOLT
Clerk

True Copy, TEST:
MARJORIE S. HOLT
Clerk

A-20

BOOK 196 PAGE 569

SOUTHERN MUNICIPAL CORP., a body corporate, Plaintiff vs. DAVID MORTON BEAR, et al., Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY EQUITY NO. 20,791

STIPULATION OF PLAINTIFF and DEFENDANT DEAN R. WEAVER

It is stipulated and agreed between C. Maurice Weidemeyer, Attorney for Plaintiff, and Dean R. Weaver, Defendant herein, that Dean R. Weaver as one of the owners of Lots 51 A and 51B, Belhaven Beach, Third District, which property is affected by Tax Certificate No. 1357, filed in these proceedings, is entitled to redeem the said property described herein as "Belhaven Beach, Lots 51A, 51B, LNP 2028/157, 3rd District", from the force and effect of s aid Tax Sale Certificate No. 1357, and that the amount necessary to redeem is as follows:

TO: Controller of Anne Arundel County

1968-69 taxes, plus interest	$16.75
1969-70 taxes, plus interest	16.57
Advertising and costs of Sale	19.65
Interest to Purchaser	3.44
1970-71 taxes, plus interest	17.49
1971-72 taxes, plus interest	23.55
	$97.45

TO: C. Maurice Weidemeyer, Attorney for Plaintiff

For title examination	$ 25.00
Attorney fee	75.00
Proportionate amt. of court costs (estimated)	25.00
Proportionate amt. of advertising	30.00
	$155.00

E. Maurice Weidemeyer
C. Maurice Weidemeyer, Attorney for Southern Municipal Corp., Plaintiff

Dean R. Weaver
Dean R. Weaver, Defendant

FILED
1972 MAY -8 AM 9:43

BOOK 196 PAGE 570

SOUTHERN MUNICIPAL CORP., a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	IN EQUITY
vs.	:	
	:	Equity No. 20,791
DAVID MORTON BEAR, et al.,	:	
	:	
Defendants	:	

ORDER OF COURT

Upon the foregoing Stipulation, it is this 9 day of May, 1972, by the Circuit Court for Anne Arundel County, in equity,

ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 1357 are:

TO: Controller of Anne Arundel County

1968-69 taxes, plus interest	$16.75
1969-70 taxes, plus interest	16.57
Advertising and costs of Sale	19.65
Interest to Purchaser	3.44
1970-71 taxes, plus interest	17.49
1971-72 taxes, plus interest	23.55
	$97.45

TO: C. Maurice Weidemeyer, Attorney for Plaintiff

For Title examination	$25.00
Attorney fee	75.00
Proportionate Amt. of Court costs (estimated)	25.00
Proportionate amt. of advertising	30.00
	$155.00

Roy P. Mason
Judge

FILED
1972 MAY 10 AM 9:26

27

BOOK 196 PAGE 571

SOUTHERN MUNICIPAL CORP., a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	EQUITY NO. 20,791
DAVID MORTON BEAR, et al.,	:	
Defendants	:	

ORDER OF SATISFACTION

Madame Clerk:

Please enter the above case settled and the property redeemed as to the defendant, Dean R. Weaver, and all persons having or claiming to have any interest in the property described as Lots 51A and 51B, Belhaven Beach, Third District, and which property is described in the 1970 Tax Sale Certificate No. 1357 filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

FILED
1972 MAY 10 AM 9:52

BOOK 196 PAGE 574

SOUTHERN MUNICIPAL CORPORATION, A Body Corporate	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS		FOR
DAVID MORTON BEAR, etal	*	ANNE ARUNDEL
And		COUNTY
REBECCA HARMATZ	*	EQUITY NO. 20,791
Defendants		

* * * * * *

DEFENDANT'S PETITION TO REDEEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Rebecca Harmatz, one of the Defendants herein, respectfully represents as follows:

1. That said Rebecca Harmatz is one of the Defendants named in these proceedings being the record owner of title in the property known as Jumpers Hole Road near Benfield Road in the 3rd election district in block 430 being a lot of .929 acres and improvements thereon being the same lot of ground and premises deeded unto her on October 1, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP 1925 Folio 160; being property shown on tax sale certificate number 1354.

2. That said Rebecca Harmatz is informed and therefore, avers that she has a legal right to redeem said property and to have satisfaction entered in this proceedings upon payment of the proper charges.

3. That counsel for said Rebecca Harmatz has ascertained the following sums as being the amounts payable necessary to redeem the said property:

TO: Controller of Anne Arundel County

1969-70 Taxes and costs of sale	$ 261.60
Interest through May, 1972	32.70
1971 Taxes	151.98
1972 Taxes	160.31
TOTAL ----------	$ 606.59

FILED
1972 MAY 31 PM 3:58

ALEXANDER STARK WILLIAM S. LITTLE
ATTORNEYS AT LAW - 36 EQUITABLE BUILDING - BALTIMORE, MD. 21202 - LE 9-3545

BOOK 196 PAGE 573

TO: C. Maurice Weidemeyer, Attorney for Plaintiff

For Title Examination	$ 25.00
Attorney fee	75.00
Proportionate amount of Court costs (estimated)	25.00
Proportionate amount of advertising	30.00
TOTAL----	$ 155.00

WHEREFORE, Petitioner prays that this Honorable Court may by its Order permit the redemption of the said property.

ALEXANDER STARK
Attorney for Defendant,
Rebecca Harmatz

I HEREBY CERTIFY that on this 30 day of May, 1972 a copy of the aforegoing Petition and check in the amount of $155.00 was mailed to C. Maurice Weidemeyer, Attorney for Plaintiff and a copy of Petition and check in the amount of $606.59 was mailed to Controller of Anne Arundel County.

4~

BOOK 196 PAGE 574

SOUTHERN MUNICIPAL CORPORATION, A Body Corporate Plaintiff	*	IN THE CIRCUIT COURT
VS	*	FOR ANNE ARUNDEL
DAVID MORTON BEAR, etal And		COUNTY EQUITY
REBECCA HARMATZ Defendants	*	NO. 20,791

* * * * * *

ORDER

Upon Petition of Rebecca Harmatz, one of the Defendants in the above entitled proceedings, it is this 31st day of May, 1972 by the Circuit Court for Anne Arundel County

ORDERED that the amounts necessary to redeem the property described in tax sale certificate number 1354 are:

TO: Controller of Anne Arundel County

1969-70 Taxes and costs of sale	$ 261.60
Interest through May, 1972	32.70
1971 Taxes	151.98
1972 Taxes	160.31
	$ 606.59

TO: C. Maurice Weidemeyer, Attorney for Plaintiff

For Title Examination	$ 25.00
Attorney fee	75.00
Proportionate amount of Court costs (estimated)	25.00
Proportionate amount of advertising	30.00
	$ 155.00

Matthew S. Evans
JUDGE

43

FILED
1972 MAY 31 PM 3:01

ALEXANDER STARK WILLIAM S. LITTLE
ATTORNEYS AT LAW - 36 EQUITABLE BUILDING - BALTIMORE, MD. 21202 - LE 9-3545

D 5/31/72

BOOK 196 PAGE 575

SOUTHERN MUNICIPAL CORP., a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	
Plaintiff	:	ANNE ARUNDEL COUNTY
	:	
vs.	:	IN EQUITY
	:	
DAVID MORTON BEAR, et al.,	:	EQUITY NO. 20,791
	:	
Defendants	:	

STIPULATION OF PLAINTIFF and DEFENDANT EDDIE HUNTLEY and BERTA HUNTLEY

It is stipulated and agreed between C. Maurice Weidemeyer, Attorney for Plaintiff, and Eddie Huntley, defendant herein, that Eddie Huntley as one of the owners of Lot No. 15, as shown on a plat entitled "Beales Ridge" near Jacobsville, as shown on Plat of 196 Acre Tract Beales Ridge, Sec. 3, Third District, which property is affected by Tax Certificate No. 1360, filed in these proceedings, is entitled to redeem the said property described therein as "Nr. Jacobsville, Plat of 196 acre Tract Beale's Ridge, Lot 15, Sec. 3, GTC 1505/142", from the force and effect of said Tax Sale Certificate No. 1360, and that the amount necessary to redeem is as follows:

TO: Controller of Anne Arundel County

1967-68 taxes, plus interest	$10.60	
1968-69 taxes, plus interest	10.05	
1969-70 taxes, plus interest	9.94	
Advertising and costs of sale	19.65	
Interest to Purchaser	6.28	$56.52
1970-71 taxes, plus interest	$17.31	
1971-72 taxes, plus interest	17.66	34.97
TOTAL ----------		$91.49

TO: C. Maurice Weidemeyer, Attorney for Plaintiff

For title examination	$ 25.00	
Attorney fee	100.00	
Proportionate amt. of court costs (estimated)	25.00	
Proportionate amt. of advertising	30.00	
Total ----------		$180.00

C. Maurice Weidemeyer
C. Maurice Weidemeyer, Attorney for Southern Municipal Corporation, Plaintiff

Eddie Huntley
Eddie Huntley, Defendant

4

FILED
1972 MAY 31 PM 2:14

BOOK 196 PAGE 576

SOUTHERN MUNICIPAL CORPORATION, A Body Corporate		IN THE
Plaintiff	*	CIRCUIT COURT
VS		FOR
DAVID MORTON BEAR, etal	*	ANNE ARUNDEL
And		COUNTY
REBECCA HARMATZ	*	EQUITY NO. 20,791
Defendants		

* * * * * *

ORDER OF SATISFACTION

Madame Clerk:

Please enter the above case settled and the property redeemed as to the Defendant, Rebecca Harmatz, and all persons having or claiming to have any interest in the property described as Jumpers Hole Road near Benfield Road in the 3rd election district in block 430 being a lot of .929 acres and improvements thereon deed for which is recorded in the Land Records of Anne Arundel County in Liber LNP 1925 Folio 160 and which property is described in tax sale certificate number 1354 filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

45

FILED

1972 JUN -1 PM 3:30

ALEXANDER STARK WILLIAM S. LITTLE
ATTORNEYS AT LAW - 36 EQUITABLE BUILDING - BALTIMORE, MD. 21202 - LE 9-3545

BOOK 196 PAGE 577

SOUTHERN MUNICIPAL CORP., a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	IN EQUITY
vs.	:	
	:	EQUITY NO. 20,791
DAVID MORTON BEAR, et al.,	:	
	:	
Defendants	:	

ORDER OF COURT

Upon the foregoing Stipulation, it is this 1st day of June, 1972, by the Circuit Court for Anne Arundel County, in equity,

ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 1360 are:

TO: Controller of Anne Arundel County

1967-68 taxes, plus interest	$10.60	
1968-69 taxes, plus interest	10.05	
1969-70 taxes, plus interest	9.94	
Advertising and costs of sale	19.65	
Interest to Purchaser	6.28	
		$56.52
1970-71 taxes, plus interest	$17.31	
1971-72 taxes, plus interest	17.66	34.97
TOTAL ----------		$91.49

TO: C. Maurice Weidemeyer, Attorney for Plaintiff

For title examination	$25.00
Attorney fee	100.00
Proportionate amt. of court costs, (estimated)	25.00
Proportionateamt. of advertising	30.00
Total ----------	$180.00

Matthew Evans
Judge

FILED
1972 JUN-2 AM 8:03

44

BOOK 196 PAGE 578

SOUTHERN MUNICIPAL CORP., a body corporate, Plaintiff vs. DAVID MORTON BEAR, et al., Defendants	:	IN THE CIRCUIT COURT FOR ANNEARUNDEL COUNTY IN EQUITY EQUITY No. 20,791

ORDER OF SATISFACTION

Madame Clerk:

Please enter the above case settled and the property redeemed as to the defendant, Eddie Huntley, and all persons having or claiming to have any interest in the property described as Lot 15, Sec. 3, near Jacobsville, Plat of 196 acre Tract Beale's Ridge, GTC 1505/142, Third District, and which property is desc ribed in the 1970 Tax Sale Certificate No. 1360 filed in these proceedings.

C. Maurice Weidemeyer
Attorney for Plaintiff

FILED
1972 JUN-2 PM 1:11

BOOK 196 PAGE 579

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	
Plaintiff	:	ANNE ARUNDEL COUNTY
	:	
vs.	:	Equity No. 20,791
	:	
DAVID MORTON BEAR, et al.,	:	
	:	
Defendants	:	

AFFIDAVIT OF MAILING

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Bill of Complaint and of the Order of Publication issued herein by certified mail, return receipt requested, to non-resident defendants, David Morton Bear, Sonia M. Bear, Elizabeth C. Lambeth, Carrie M. Parrish, Clarence Hawkins and Margaret Hawkins, as evidenced by the envelopes of returned letters filed herewith and made a part hereof.

2. That he mailed a copy of the Bill of Complaint and of the Order of Publication issued herein by certified mail, return receipt requested, to resident defendants, Sophie Burley in care of Madeline L. Pullen, as evidenced by Return Receipt filed herewith and made a part hereof.

3. That he mailed a copy of the Bill of Complaint and of the Order of Publication issued herein by certified mail, return receipt requested, to resident defendants Nannie Parran, Charley Stuttson, Reinhold G. Mix, Helene Mix, Thomas A. Moran, Jr., Mary A. Moran, Pete Grimes, and Gertrude Grimes, as evidenced by the envelopes of returned letters filed herewith and made a part hereof.

4. That he mailed a copy of the Bill of Complaint and of

4Y

FILED

1972 OCT 11 PM 2:10

the Order of Publication to Beverly G. Burley in care of Madeline L. Pullen, as evidenced by the form "Receipt for Certified Mail" stamped by the Annapolis Post Office on August 24, 1972, which form is attached hereto and made a part hereof. The Return Receipt has not been returned to Affiant although inquiry has been made at the Post Office requesting its return.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 6th day of October, 1972.

Mary Harrison

Mary Harrison - Notary Public
My Commission expires July 1, 1974.

BOOK 196 PAGE 581

SOUTHERN MUNICIPAL CORPORATION,
a body corporate,

Plaintiff

vs.

DAVID MORTON BEAR, et al.,

Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Equity No. 20,791

No. 561585

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Sophie Burley
c/o Madeline L. Pullen
STREET AND NO. 702 N. Carrolton St.
P.O. STATE AND ZIP CODE Baltimore Md.

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered 35¢
With delivery to addressee only ..... 85¢
DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (extra fee required) .....

PS Form Nov.1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

* GPO: 1970 O-397-456

9-9-72 $

e68—16—71848-11 347-198 GPO

No. 561588

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Beverly G. Burley
c/o Madeline L. Pullen
STREET AND NO. 702 N Carrolton St.
P.O. STATE AND ZIP CODE Baltimore Md 21217

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered 15¢
With delivery to addressee only 65¢
2. Shows to whom, date and where delivered 35¢
With delivery to addressee only 85¢
DELIVER TO ADDRESSEE ONLY 50¢
SPECIAL DELIVERY (extra fee required)

PS Form Nov.1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

* GPO: 1970 O-397-456

50

FILED

1972 OCT 11 PM 2:10

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Gertrude Grimes

STREET AND NO. 813 Pennsylvania Ave

P.O. STATE AND ZIP CODE Baltimore, Md. 21201

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered ..... 35¢
With delivery to addressee only ..... 85¢

DELIVER TO ADDRESSEE ONLY ..... 50¢

SPECIAL DELIVERY (extra fee required)

POSTMARK OR DATE

ANNAPOLIS MD AUG 24 1972

PS Form Nov.1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

* GPO: 1970 O-397-456

No. 561587

LAW OFFICES
RICE WEIDEMEYER
236 MAIN STREET
POLIS, MARYLAND 21401

ANNAPOLIS MD AUG 24 1972 U.S. POSTAGE 85

RETURNED TO SENDER

REASON CHECKED
Unclaimed ____ Refused ____
Addressee unknown ____
Insufficient Address ____
No such street ____ number ____
No such office in state ____

FOR ADDRESS CORRECTION REQUESTED

TO:
Gertrude Grimes
813 Pennsylvania Avenue
Baltimore, Maryland 21201

8/25/72
Removed 1080

1972 OCT 11 FILED

CERTIFIED MAIL
No. 561587

BOOK 196 PAGE 582

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Helene Mix

STREET AND NO. 2323 E Hoffman St.

P.O. STATE AND ZIP CODE Baltimore, Md. 21213

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered 15¢
With delivery to addressee only 65¢
2. Shows to whom, date and where delivered 35¢
With delivery to addressee only 85¢

DELIVER TO ADDRESSEE ONLY 85¢

SPECIAL DELIVERY (extra fee required) 50¢

POSTMARK OR DATE

ANNAPOLIS MD AUG 1972

PS Form Nov. 1971 3800

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See other side)

* GPO: 1970 O-397-456

No. 561582

FILED 1972 OCT 11 PM 2

CERTIFIED No. 561582 MAIL

ANNAPOLIS MD AUG 2 P12

U.S. POSTAGE 85

RETURNED TO SENDER

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TO:
Helene Mix
2323 E. Hoffman Street
Baltimore, Maryland 21213

RETURN RECEIPT REQUESTED

BOOK 583 PAGE 583

RETURNED TO SENDER

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Mr Thomas A. Moran, Jr.

STREET AND NO. 2403 Keating St.

P.O. STATE AND ZIP CODE Prince George's Co., Md.

POSTMARK OR DATE

OPTIONAL SERVICES (FOR ADDITIONAL FEES)

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered 15¢
With delivery to addressee only 65¢
2. Shows to whom, date and where delivered 35¢
With delivery to addressee only 85¢

DELIVER TO ADDRESSEE ONLY 50¢

SPECIAL DELIVERY (extra fee required)

PS Form 3800 Nov. 1971

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See other side)

GPO: 1970 O-397-456

No. 561583

ANNAPOLIS 13/12

LAW OFFICES
RICE WEIDEMEYER
46 MAIN STREET
OLIS, MARYLAND 21401

RETURNED TO SENDER
REASON CHECKED
Unclaimed Refused
Addressee unknown
Insufficient Address
No such street number
No such office in state
Not known at this address

US POSTAGE 85

BOOK 196 PAGE 504

RETURN RECEIPT REQUESTED

TO:
Mr. Thomas A. Moran, Jr.
2403 Keating Street
Prince George's County, Maryland

1972 OCT 1 FILED

CERTIFIED
No. 561583
MAIL

9

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Mary A. Moran

STREET AND NO. 2403 Keating Street

P.O., STATE AND ZIP CODE Prince George's Co., Md.

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES

1. Shows to whom and date delivered 15¢
With delivery to addressee only 65¢
2. Shows to whom, date and where delivered 75¢
With delivery to addressee only 85¢

DELIVER TO ADDRESSEE ONLY 50¢

SPECIAL DELIVERY (extra fee required)

PS Form 3800 Nov. 1971

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See other side)

* GPO: 1970 O-397-459

No. 561584

CERTIFIED MAIL

No. 561584

LAW OFFICES
RICE WEIDEMEYER
36 MAIN STREET
OLIS, MARYLAND 21401

RETURNED TO SENDER

REASON CHECKED
Unclaimed ____ Refused
Addressee unknown
Insufficient Address
No such street ____ number
No such office in state
Do not forward in this envelope

an
g Street
ge's County, Maryland

RETURN RECEIPT REQUESTED

AUG 1972

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Mr. Pete Geimes

STREET AND NO. 813 Pennsylvania Ave.

P.O. STATE AND ZIP CODE Baltimore Md 21201

POSTMARK OR DATE

ANNAPOLIS MD. AUG 24 1972

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES

1. Shows to whom and date delivered 15¢
With delivery to addressee only 65¢
2. Shows to whom, date and where delivered 35¢
With delivery to addressee only 85¢

DELIVER TO ADDRESSEE ONLY 50¢

SPECIAL DELIVERY (extra fee required)

PS Form Nov.1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

* GPO: 1970 O-397-468

No. 561586

CERTIFIED No. 561586 MAIL

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

ANNAPOLIS MD. AUG 24 72 — 85

RETURNED TO SENDER

Mr. Pete Grimes
813 Pennsylvania Avenue
Baltimore, Maryland 21201

REASON CHECKED
Unclaimed ___ Refused ___
Addressee unknown ___
Insufficient address ___
No such street ___
No such office in state ___

4755/72
Removed 10862

RETURN RECEIPT REQUESTED

FILED
1972 OCT 11 PM 2:10

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage.

SENT TO Nannie Parran

STREET AND NO. 1437 W. Franklin St.

P.O., STATE AND ZIP CODE Baltimore, Md. 21223

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered 15¢
With delivery to addressee only 65¢
2. Shows to whom, date and where delivered 35¢
With delivery to addressee only 85¢

DELIVER TO ADDRESSEE ONLY 50¢

SPECIAL DELIVERY (extra fee required)

PS Form 3800 Nov. 1971

NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

(See other side)

* GPO: 1970 O-397-455

No. 561580

2324

LAW OFFICES
MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

RETURNED TO SENDER

REASON RETURNED
Unclaimed
Addressee unknown
Insufficient Address
No such number
No such office in state
Do not forward in this envelope

Nannie Parran
1437 W. Franklin St.
Baltimore, Maryland 21223

CERTIFIED
No. 561580
MAIL

FILED
1972 OCT 11 PM 2:10

RE

Nov.1971

No. 561579

FILED
1972 OCT 11 P

CERTIFIED
No. 561579
MAIL

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TO:
Mr. Charley Stuttson
Severn, Maryland 21144

Unclaimed
Addressee unknown
Insufficient Address
No such street
No such office in state
Do not remail in this envelope

REASON
STREET
U.S.P.O.
number

ANNAPOLIS MD
AUG 24 1972
US POSTAGE
6¢

BOOK 1966 PAGE 568

TION RECEIPT REQUESTED

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Mr Reinhold G. Mix
STREET AND NO.: 2323 E Hoffman St
P.O., STATE AND ZIP CODE: Baltimore Md 21213

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered — With delivery to addressee only
2. Shows to whom, date and where delivered — With delivery to addressee only

DELIVER TO ADDRESSEE ONLY
SPECIAL DELIVERY (extra fee required)

PS Form Nov.1971 3800 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See reverse side)

GPO: 1970 O-397-458

CERTIFIED MAIL
No. 561581

FILED
1972 OCT 11 PM 2:11

RETURNED TO SENDER

LAW OFFICES
MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

U.S. POSTAGE 85

TO:

Mr. Reinhold G. Mix
2323 E. Hoffman St.
Baltimore, Maryland 21213

RETURN RECEIPT REQUESTED

BOOK 196 PAGE 589

RETURNED TO SENDER

RECEIPT FOR CERTIFIED MAIL—30¢ 1.01

No. 744511

SENT TO
DAVID MORTON BEAR

STREET AND NO. Suite S. 101
The Mall, WIllow Lawn Center

P. O., STATE, AND ZIP CODE
Richmond, Virginia 23226

POSTMARK OR DATE
Mailed 3/29/72

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
Shows to whom and date delivered ☐ 43 ¢ fee
Shows to whom, date, and where delivered ☐ 35¢ fee

Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See other side)

56
45
1.01

CERTIFIED
No. 744511
MAIL

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TO:

DAVID MORTON BEAR
Suite S. 101
~~The Mall~~, Willow Lawn Center
Richmond, Virginia 23226

Return to Sender
Attempted — Not Known
No such number/street
Insufficient address
No such office in state
Vacant
Forwarded
Refused
Unclaimed

Rec'd in mail 4/3/72

BOOK 196 PAGE 590

Chi Brown
3004

FIRST CLASS

RECEIPT FOR CERTIFIED MAIL—30¢ #1.01

No. 744512

SENT TO
SONIA M. BEAR

POSTMARK OR DATE

STREET AND NO.
Suite S. 101 The Mall, Willow

P. O., STATE, AND ZIP CODE Lawn Center
Richmond, Virginia 23226

Mailed 3/29/72

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
Shows to whom and date delivered — 15¢ fee
Shows to whom, date, and where delivered — 35¢ fee
Deliver to Addressee Only — 50¢ fee

POD Form 3800 Mar. 1966

NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

(See other side)

RICHMOND, VA 3 PM 1372

CERTIFIED No. 744512 MAIL

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TO:

SONIA M. BEAR
Suite S. 101
The Mall, Willow Lawn Center
Richmond, Virginia 23226

Reason Objected
Refused
Insufficient address
Addressee left no address
No such street number
No such office in state
Unclaimed
Moved

Rec'd to us 4/3/72

BOOK 196 PAGE 591

Certified 30¢

FIRST CLASS

RECEIPT FOR CERTIFIED MAIL—30¢ $1.01

No. 744513

SENT TO	POSTMARK OR DATE
ELIZABETH C. LAMBETH	
STREET AND NO. 1746 Scales St.	
P. O., STATE, AND ZIP CODE Reidsville, N. C. 27320	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt — Shows to whom and date delivered ☐ 15¢ fee; Shows to whom, date, and where delivered ☐ 35¢ fee

Deliver to Addressee Only ☐ 50¢ fee

Mailed 3/29/72

POD Form 3800 Mar. 1966 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side)

CERTIFIED No. 744513 MAIL

Moved, left no address
No such number
Moved, not forwardable
Addressee unknown
3500-1

Deceased
Not forwardable

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

RETURNED TO SENDER

REASON CHECKED
Unclaimed ____ Refused ____
Addressee unknown ____
Insufficient Address ____
No such street ____ number ____
No such office in state ____
Not remail in this envelope

TO: ELIZABETH C. LAMBETH
1746 Scales St.
Reidsville, N. C. 27320

RETURNED TO SENDER

Returned to sender
Mail 4/18/72

FIRST CLASS

BOOK 196 PAGE 592

RECEIPT FOR CERTIFIED MAIL—30¢ $1.01

No. 744514

SENT TO
CARRIE M. PARRISH

STREET AND NO.
1746 Scales St.

P. O., STATE, AND ZIP CODE
Reidsville, N. C. 27320

POSTMARK OR DATE
Mailed 3/29/72

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☐ ~~10¢~~ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

☑ Moved, left no address
☐ Moved, left address, number, street, not forwardable
☑ Addressee unknown
DSOC-1

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21

RETURNED TO SENDER

TO:
CARRIE M. PARRISH
1746 Scales St.
Reidsville, N. C. 27320

CERTIFIED
No. 744514
MAIL

Rec'd by us 4/3/72

FIRST CLASS

BOOK 196 PAGE 593

RECEIPT FOR CERTIFIED MAIL—30¢

No. 744515

SENT TO	POSTMARK OR DATE
CLARENCE HAWKINS	
STREET AND NO. 2041 Gerritt St.	
P. O., STATE, AND ZIP CODE Philadelphia, Pa. 19146	

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt: Shows to whom and date delivered	Return Receipt: Shows to whom, date, and where delivered	Deliver to Addressee Only
☐ ~~10¢~~ fee	☐ 35¢ fee	☐ 50¢ fee

POD Form 3800 Mar. 1966 **NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL** (See other side)

RETURN TO SENDER

REASON CHECKED
Unclaimed..... Refused.....
Unknown.....
Insufficient address.....
Moved, Left no address.....
No such office in state.....
Do not remail in this envelope

UNCLAIMED

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

UNCLAIMED

TO:

CLARENCE HAWKINS
2041 Gerritt St.
Philadelphia, Pa. 19146

NOTIFIED 5/16/41
APR 1 1972

UNCLAIMED

CERTIFIED
No. 744515
MAIL

FIRST CLASS

BOOK 196 PAGE 594

09-65

1/17

RECEIPT FOR CERTIFIED MAIL—30¢

No. 744516

SENT TO
MARGARET HAWKINS

STREET AND NO.
2041 Gerritt St.

P. O., STATE, AND ZIP CODE
Philadelphia, Pa. 19146

POSTMARK OR DATE
Marked 3/29/72

EXTRA SERVICES FOR ADDITIONAL FEES

Return Receipt
Shows to whom and date delivered ☐ ~~10¢~~ fee
Shows to whom, date, and where delivered ☐ 35¢ fee

Deliver to Addressee Only ☐ 50¢ fee

POD Form 3800 Mar. 1966

NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL

(See other side)

UNCLAIMED

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

REASON MARKED
Unclaimed ..... Refused .....
Unknown ..... UNCLAIMED
Insufficient address .....
Moved, left no address .....
No such office in state .....
Do not mail to this address
Deceased

TO:

MARGARET HAWKINS
2041 Gerritt St.
Philadelphia, Pa. 19146

APR 1 1972

UNCLAIMED

ERTIFIED
No. 744516
MAIL

BOOK 196 PAGE 505

FIRST CLASS

BOOK 196 PAGE 596

SOUTHERN MUNICIPAL CORPORATION, a body corporate,

Plaintiff

vs.

DAVID MORTON BEAR, et al.,

Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 20,791

AFFIDAVIT OF EFFORT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That prior to filing suit herein, letters were mailed to each of the assessed owners involved in this proceeding notifying them that the property assessed to them had been sold for non-payment of taxes, and said letters were addressed to each of said assessed owners at the address shown on the assessment records.

2. That said letters were sent to defendants David Morton Bear and S. M. Bear, Elizabeth C. Lambeth, Carrie M. Parrish, Nannie Parran, Charley Stuttson, Charlie Stutson, Reimold G. Mix, Thomas A. Moran, Jr. and Mary A. Moran, Sophie Burley, Pete Grimes, Gertrude Grimes, Clarence Hawkins, Margaret Hawkins, Wm. D. Murray and F. Murray.

3. That letteraddressed to David M. Bear and S. M. Bear was returned "Moved, not forwardable", and letter addressed to F. C. Lambeth and C. Parrish was returned "Moved, not forwardable", that letter addressed to Nannie Parran was returned marked "No such number", and letter addressed to Charley Stuttson was returned marked "Addressee Unknown--Insufficient Address" and also stamped "Unknown Route 1" and"Unknown Route 3", and letter addressed to Charlie Stutson was returned and similarly marked by the postoffice, and letter addressed to Reimold G. Mix was returned marked "Moved, not forwardable", and letter addressed to Thomas A. Moran, Jr., and Mary A. Moran was returned marked "Moved, not forwardable", that letter addressed to Sophie Burley

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1972 OCT 11 PM 2:10

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was not returned, that letter addressed to Pete Grimes and Gertrude Grimes was returned marked "deceased", that letter addressed to Clarence Hawkins and Margaret Hawkins was not returned, that letter addressed to Wm. D. Murray and F. Murray was returned marked "Addressee Unknown".

4. Following filing of suit herein subpoenas were issued to all Maryland defendants, and those who were not summonsed have been returned twice non est, except as to Wm. D. Murray, aka William D. Murray, and F. Murray, aka Oliver L. Murray, aka O. L. Murray, and as to these two defendants a reissue of subpoena has been requested.

5. That attempts were made to notify non-resident defendants by certified mail, return receipt requested, and that as to David Morton Bear and Sonia M. Bear, aka David M. and S. M. Bear, the letters were returned marked "Unknown", and that as to Elizabeth C. Lambeth and Carrie M. Parrish, the letters were returned marked "Moved, notforwardable", and the letters sent to Clarence Hawkins and Margaret Hawkins were returned marked "Unclaimed".

6. That as to defendants Nannie Parran, Charley Stuttson, aka Charlie Stutson, Reinhold G. Mix, aka Reimold G. Mix, and Helene Mix, Thomas A. Moran, Jr., and Mary A. Moran, Pete Grimes and Gertrude Grimes, checking of telephone directories of the Maryland and Washington, D. C. areas and telephone calls made have failed to reveal anything concerning them or their whereabouts.

7. That as to Sophie Burley, aka Sophia Burley, Madeline Pullen and Beverly G. Burley, Affiant did locate Madeline Pullen by telephone and was advised that she was the person named in this proceeding, and that Beverly G. Burley was her sister, and Sophie Burley was her mother. She advised that Sophie Burley had moved away from Baltimore some years ago and that the mother

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had never contacted the children, and that they do not know her whereabouts, and that Madeline Pullen had discussed the matter of this proceeding with her sister, Beverly G. Burley, and that they were not interested in redeeming the property.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 6th day of October, 1972.

Mary Harrison

Mary Harrison - Notary Public
My Commission expires July 1, 1974

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BOOK 196 PAGE 599

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	Equity No. 20,791
vs.	:	
	:	
David Morton Bear, et al.,	:	
	:	
Defendants	:	

MILITARY AFFIDAVIT

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, and made oath in due form of law that:

1. That Anne Arundel County, Md., a body corporate and politic, is not in the military service.

2. That of his own personal knowledge he knows that John T. Hardisty, Beverly B. Burley, and Madeline Pullen are not in the military service, and upon information received believes that Sophie Burley is not in the military service, and that William D. Murray and F. Murray, aka Oliver L. Murray, if still living, because of their age, would not be in the military service.

3. That after making numerous efforts to locate the other defendants herein, Affiant has received no information that would lead him to believe that any of the other defendants named in this proceeding are in the military service, and therefore believes and avers that all of the other defendants named herein are not in the military service of the United States.

E. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 6th day of October, 1972.

Mary Harrison
Mary Harrison - Notary Public
My Commission expires July 1, 1974

FILED
1972 OCT 11 PM 2:10

BOOK 196 PAGE 600

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	
vs.	:	Equity No. 20,791
	:	
DAVID MORTON BEAR, et al.,	:	
	:	
Defendants	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said defendants and sold to plaintiff on the April 6, 1970, for non-payment of taxes due and in arrears.

And it appearing that the defendants Anne Arundel County, Md., a body corporate and politic, and John T. Hardisty have been "served", as will more fully appear from the Sheriff's returns filed herein.

And it appearing that subpoenas issued out of this Court directed to the defendants Nannie Parran, Reimold G. Mix, aka Reinhold G. Mix, Helene Mix, Thomas A. Moran, Jr., aka Thos. A. Moran, Jr., Mary A. Moran, Sophie Burley, aka Sophia Burley, Madeline Pullen, Beverly G. Burley, Pete Grimes and Gertrude Grimes, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it appearing that subpoenas issued out of this Court directed to the defendant Charley Stuttson, aka Charlie Stuttson, aka Charley Stutson, aka Charlie Stutson, was returned once "non est" and one "mortius est".

And it appearing that the defendants David Morton Bear and Sonia M. Bear, aka David M. and S. M. Bear, Elizabeth C. Lambeth,

aka C. Lambeth, aka F. C. Lambeth, Carrie M. Parrish, aka C. Parrish, Clarence Hawkins and Margaret Hawkins, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said defendants could so appear and file an answer having now expired, it is, thereupon, this 11th day of October, 1972, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the Books of the County Controller, and sold as aforesaid to the Plaintiff on April 6, 1970.

James A. Kenney
Judge

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FILED
1972 OCT 12 AM 11:30

BOOK 196 [redacted] 602

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 20,791
vs.	:	
DAVID MORTON BEAR, et al., Defendants	:	

AFFIDAVIT OF EFFORT and AFFIDAVIT OF MAILING

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That prior to filing suit herein, letter was mailed to William D. Murray and F. Murray, aka Oliver L. Murray, notifying them that the property assessed to them had been sold for non-payment of taxes, and said letters were addressed to them at the address shown on the assessment records, and that said letter was returned marked "Addressee unknown" and "Not at this address".

2. That following the filing of suit herein subpoenas were issued to Wm. D. Murray, aka William D. Murray, and F. Murray, aka Oliver L. Murray, and both have been returned twice "non est", and that as to William D. Murray the Sheriff's return is noted "moved, new address unknown", and that as to Oliver L. Murray the Sheriff's return is noted "deceased".

3. That a copy of the bill of Complaint and of the Order of Publication issued herein was mailed, certified mail, return receipt requested, to William D. Murray, and to Oliver L. Murray at the address shown on the assessment records, and to two additional addresses which were located for them, and each of these envelopes were returned by the post office marked (1) "Moved, not forwardable" and as to Oliver L. Murray marked "deceased", (2) "Moved, left no address", and (3) marked N L 10/10/72, 237, and stamped "Returned to writer", as evidenced by envelopes of returned

FILED
1972 NOV 20 PM 2:49

69

letters filed herewith and made a part hereof.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 20th day of November, 1972.

Mary Harrison

Mary Harrison - Notary Public
My Commission expires July 1, 1972

70

C M WEIDEMEYER
236 MAIN ST
ANNAPOLIS MD 21401

RETURNED TO WRITER

WASHINGTON, DC (HB)
OCT 27 AM
1972

15¢ OLIVER WENDELL HOLMES
20
50 LUCY STONE

NL
10-10-72
337

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Murray
and Mr. Oliver L. Murray
1373 "A" Street, N.E.
Washington, D. C. 20000

OCT 10 1972

CERTIFIED
No. 561590
MAIL

FILED

196 PAGE 604

C M WEIDEMEYER
236 MAIN ST
ANNAPOLIS MD 21401

RETURNED TO WRITER

☒ Moved, left no address
☐ No such number
☐ Moved, not forwardable
☐ Addressee unknown

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William D. Murray
and Mr. Oliver L. Murray

3614 - 18th St. NE
Washington, D. C. 20000

15¢ OLIVER WENDELL HOLMES

20

50¢ LUCY STONE

CERTIFIED
No. 561591
MAIL

BOOK 196

C M WEIDEMEYER
236 MAIN ST
ANNAPOLIS MD 21401

RETURNED TO SENDER

REASON CHECKED
Unclaimed ____ Refused ____
Addressee unknown ____
Insufficient Address ____
No such street ____ number ____
No such office in state ____
Do not remail in this envelope

☐ Moved, left no address
☐ No such number
☒ Moved, not forwardable
☐ Addressee unknown

OCT (illegible)

15¢ OLIVER WENDELL HOLMES
50 LUCY STONE
20

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

MR. William D. Murray
and Mr. Oliver L. Murray — deceased

Box 8, Clarksville, Md. 21029

CERTIFIED
No. 561589
MAIL

FILED
1973 JUN 20 PM 2:50

LIBER 650 PAGE 606

EQUITY NO. 20,791

BOOK 196 PAGE 607

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	Equity No. 20,791
vs.	:	
DAVID MORTON BEAR, et al.,	:	
Defendants	:	

MILITARY AFFIDAVIT

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, and made oath in due form of law that:

1. That of his own personal knowledge he knows that William D. Murray and F. Murray, aka Oliver L. Murray, if still living, because of their age, would not be in the military service.

C. Maurice Weidemeyer.
C. Maurice Weidemeyer.

SUBSCRIBED and SWORN to before me this 20th day of November, 1972.

Mary Harrison
Mary Harrison - Notary Public
My Commission expires July 1, 1974

FILED
1972 NOV 20 PM 2:50

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff vs. DAVID MORTON BEAR, et al., Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 20,791

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said defendants and sold to Plaintiff on April 6, 1970, for non-payment of taxes due and in arrears.

And it appearing that the Defendants Wm. D. Murray, aka William D. Murray, has been returned twice "non est", and that the defendant F. Murray, aka Oliver L. Murray, aka O. L. Murray, has been returned twice "non est".

And it further appearing that the aforesaid defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said defendants could so appear and file an answer having now expired, it is, thereupon, this 20th day of November, 1972, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the Books of the County Controller, and sold as aforesaid to the Plaintiff on April 6, 1970.

FILED
1972 NOV 21 PM 2:27

L. Hayden Beard
Judge

BOOK 196 PAGE 609

SOUTHERN MUNICIPAL CORPORATION, A BODY CORPORATE,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	Equity No. 20,791
vs.	:	
DAVID MORTON BEAR, et al.,	:	
Defendants	:	

FINAL DECREE
FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to defendants Anne Arundel County, Md., a body corporate and politic, and John T. Hardisty have been duly summonsed.

And it further appearing that subpoenas issued out of this Court directed to defendants Nannie Parran, Reimold G. Mix, aka Reinhold G. Mix, Helene Mix, Thomas A. Moran, Jr., aka Thos. A. Moran, Jr., Mary A. Moran, Sophie Burley, aka Sophia Burley, Madeline Pullen, Beverly G. Burley, Pete Grimes and Gertrude Grimes, have been returned twice "non est".

And it further appearing that subpoenas issued out of this Court directed to defendant Charley Stuttson, aka Charlie Stuttson, aka Charley Stutson, aka Charlie Stutson, was returned once "non est" and one "mortius est".

And it further appearing that the defendants David Morton Bear and Sonia M. Bear, aka David M. and S. M. Bear, Elizabeth C. Lambeth, aka C. Lambeth, aka F. C. Lambeth, Carrie M. Parrish, aka C. Parrish, Clarence Hawkins and Margaret Hawkins, being non-residents, have been duly served by publication.

And it further appearing that a Decree Pro Confesso was entered herein on October 11, 1972, against all of the aforesaid defendants and that none of the aforesaid parties against whom the Decree Pro Confesso was entered have entered their appearance

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FILED
1972 NOV 21 PM 2:27

herein or filed an answer in these proceedings, or proceeded to redeem herein.

IT IS THEREFORE, by the Circuit Court for Anne Arundel County, sitting in equity, this 20th day of November, 1972, ADJUDGED, ORDERED and DECREED that all the rights of redemption to the properties mentioned herein of the defendants Anne Arundel County, Md., a body corporate and politic, and John T. Hardisty, and Nannie Parran, Reimold G. Mix, aka Reinhold G. Mix, Helene Mix, Thomas A. Moran, Jr., aka Thos. A. Moran, Jr., Mary A. Moran, Sophie Burley, aka Sophia Burley, Madeline Pullen, Beverly G. Burley, Pete Grimes and Gertrude Grimes, Charley Stuttson, aka Charlie Stuttson, aka Charley Stutson, aka Charlie Stutson, David Morton Bear and Sonia M. Bear, aka David M. and S. M. Bear, Elizabeth C. Lambeth, aka C. Lambeth, aka F. C. Lambeth, Carrie M. Parrish, aka C. Parrish, Clarence Hawkins and Margaret Hawkins, and all the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit,, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on April 6, 1970, for non-payment of taxes, to wit:

1. Cert. No. 1352 - Eu De So Belmont off Bembe Shore Rd., .161 acre, Blk 600, 3 imps., L.N.P.No. 1601/446, 2nd Dist., and assessed to David M. & S. M. Bear.

2. Cert. No. 1353, Arundel on Bay, Lot E, Blk. 27, 2nd Dist., and assessed to F. C. Lambeth and C. Parrish.

3. Cert. No. 1365 - Alberta Heights, W.S.R.R. Lot 105, 61 x 79, 4th Dist., and assessed to Nannie Parran.

4. Cert. No. 1367 - Pt. of Alberta Hghts., Plat 2, McPherson nr. Smith Sta. Rd., Snowdentown, Lot 24, 30 x 130, Sec. C, JHH No. 767/89, 4th Dist., and assessed to Charley Stuttson.

5. Cert. No. 1368 - Alberta Hghts., Plat 2, Lot 25, Sec. C, LNP 1777/556, 4th Dist., and assessed to Charlie Stutson.

6. Cert. No. 1370 - Holladay Park, Lots 17, 18, Block B, 4th Dist., and assessed to Reimold G. Mix.

7. Cert. No. 1371 - Holladay Park, Lot 30, Blk 1, G.T.C. 1131/71, 4th Dist., and assessed to Thos. A. Jr. and Mary A.Moran.

8. Cert. No. 1374 - City View N.S. 6016 Belle Gr. Rd., Lot 4, Blk 105, imps., 5th Dist., and assessed to Sophie Burley,et al.

9. Cert. No. 1377 - Patapsco Park, Pt. of Lots 769 to 774, Plat 1, imps., 5th Dist., and assessed to Pete and Gertrude Grimes.

10. Cert. No. 1380 - 525 Fifth St., Lot 14, Blk 70, 6th Dist., and assessed to Clarence & Margaret Hawkins.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale aforementioned, and public easements and public proceedings to which said property is subject; and

IT IS FURTHER ORDERED that the Controller for Anne Arundel County, as the Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Controller, such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any; and

IT IS FURTHER ORDERED that Plaintiff pay the costs of these proceedings.

W. Hawley Bealmear
Judge

75

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	Equity No. 20,791
DAVID MORTON BEAR, et al., Defendants	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION as to DEFENDANTS WM. D. MURRAY and OLIVER L. MURRAY

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to defendants Wm. D. Murray, aka William D. Murray, F. Murray, aka and/Oliver L. Murray, aka O. L. Murray, have been returned twice "non est".

And it further appearing that a decree pro confesso was entered herein on November 20, 1972, against each of the aforesaid defendants, and that neither of the aforesaid parties have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein.

IT IS, THEREFORE, by the Circuit Court for Anne Arundel County, sitting in equity, this 28th day of December, 1972, ADJUDGED, ORDERED and DECREED that all of the rights of redemption to the following property of the defendants Wm. D. Murray, aka William D. Murray, F. Murray, aka and/Oliver L. Murray, aka O. L. Murray, and all the unknown heirs at law, alienees, assignees and devisees of either of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to Plaintiff on April 6, 1970, for non-payment of taxes, to wit:

Certificate No. 1383 - Cedarhurst, Lot 9, Block 12, imps., FSR 84/330, 7th District, and assessed to Wm. D. and F. Murray.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale aforementioned, and public easements and public proceedings to which said property is subject; and

IT IS FURTHER ORDERED that the Controller for Anne Arundel County, as the Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lot and improvements, upon payment by the Plaintiff to the said Controller, such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any; and

IT IS FURTHER ORDERED that Plaintiff pay the costs of these proceedings.

James L. Wray
Judge

17

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BOOK 196 PAGE 614

RICHARD P. CASEY
308 Plum Street
Vienna, Virginia 22180

Plaintiff

vs.

JOSEPH F. MITCHELL and
AGNES L. MITCHELL, his wife
6520 Parkway Court
West Hyattsville, Maryland

and

GIBBS L. BAKER, JR.
1705 DeSales Street
Washington, D.C.

and

CAROLINE PRYOR LISSAK
10795 Loyola Drive
LosAltos, California

And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Assessment District of Anne Arundel County, Maryland, to wit:

Lot Number 6, Block 22 in North Beach Park, as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County,Maryland, in Plat Book 2, Folio 36, said lot being situated at the corner of Walnut Avenue and Cedar Avenue, with a total frontage of 50 feet on Walnut Avenue and an even depth therefrom on Cedar Avenue of 150 feet.

and

GEORGE W. ROLLINS, JR. and
ALCENA G. ROLLINS, his wife
6401-9th Avenue
Hyattsville, Maryland

And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Assessment District of Anne Arundel County, Maryland, to wit:

Lot 5, 6, 11 and 12, Block 6, in North Beach Park as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, folio 36, said lots

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 20,772 EQUITY

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having a total frontage on Walnut Street of 100 feet andan even depth therefrom on Filbert Avenue of 300 feet, and a total frontage on the beach front of 100 feet.

Defendants

* * * * * * * * * * *

BILL OF COMPLAINT TO
FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff shows as follows:

1. That he brings this action to foreclose the rights of redemption in and to the property hereinafter set forth under and by virtue of Section 70-116, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (19?Replacement Volume and 19?Supplement).

2. That on April 6, 1970, your Plaintiff at a regular tax sale, purchased from J.W. Simmons, Jr., Collector of Taxes for the State of Marylamd and County of Anne Arundel, and received certificate of tax sale therefrom from the Collector of Taxes to the following real estate located in Anne Arundel County, Marylandi

Certificate No. 1343-Lot Number 6, Block 22, of North Beach Park, Assessment District 8, assessed to Joseph F. Mitchell and Agnes L. Mitchell, Account Number 8-579-01040200.

Certificate No. 1344-Lot Number 5 and 6, Block 6, Assessment District 8, LNP 1715, folio 407, assessed to George W. Rollins, Jr. and Alcena G. Rollins. Account No. 8-579-0135-7200

Certificate No. 1345-Lots 11 and 12, Block 6, Assessment District 8, LNP 1715, folio 407, assessed to George W. Rollins, Jr. and Alcena Rollins. Account No. 8-579-01357205

3. That said Tax Sale Certificates, Numbers 1343, 1344 and 1345 are attached hereto and filed herewith as "Plaintiff's Exhibit No. 1, 2 and 3, respectively, and said Certificates are prayed to be read and considered

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as part hereof, and as fully incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills for Anne Arundel County, Maryland, reveals:

(A) Joseph F. Mitchell and Agnes L. Mitchell, his wife, are the owners in fee simple of Lot Number 6, Block 22, North Beach Park as shown on the plat of North Beach Park and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 2, folio 36. That the said Joseph F. Mitchell and Agnes L. Mitchell, his wife, acquired title to said property by deed dated July 8, 1940, and recorded on July 8, 1940, among the Land Records of Anne Arundel County, Maryland, in Book JHH 218, folio 262 from Russell Edelin, single. The said records reveal further that said property in 1937 was sold at Tax Sale (No. 3802) to the County Commissioners of Anne Arundel County, Maryland. The report of sale referred to 1936 taxes not being paid and that said lot was assessed to one "P.B. Ridgeway". By deed dated September 26, 1939, and recorded among the Land Records of Anne Arundel County in Book JHH 205, folio 381, the late Treasurer of Anne Arundel County, Joseph H. Pepper conveyed said property to the said Russell Edelen who then conveyed said property to Joseph F. Mitchell and Agnes L. Mitchell as aforesaid described . No deed of record can be found conveying the said property to P.B. Ridgeway from the developer of the property Gibbs L. Baker, Senior, although reference to such a deed is found in said deed from Pepper to Edelin and the said Gibbs L. Baker, Senior, was not named as a party in the P.B. Ridgeway Tax Sale (No. 3802). Gibbs L. Baker,Jr. and Caroline P. Lissak are the sole surviving heirs of Gibbs L. Baker, Sr.

(B) George W. Rollins, Jr. and Alcena G. Rollins are the owners in fee simple absolute of lots 5, 6, 11 and 12, Block 6 of North Beach Park as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Page 36. That the said George W. Rollins, Jr. and Alcena G.Rollins, his wife, acquired title to said property by deed dated December 7, 1963, and recorded on December 9, 1963, among the Land Records of Anne Arundel County, Maryland, in Liber 1715, folio 407, from Barber C. Palmer, Senior, and Fanny M. Palmer, his wife.

5. That more than one year and a day has passed since Plaintiff

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became the purchaser of Lots 5, 6, 11 and 12, Block 6, North Beach Park and Lot 6, Block 22 of North Beach Park, at said tax sale held on April 6, 1970, and said property has not been redeemed by any party in interest.

6. That the amount of money necessary for redemption of the property by the respective Defendants is as follows:

Certificate of Tax Sale No. 1343-Lot 6, Block 22 of North Beach Park, assessed to Joseph F. Mitchell and Agnes L. Mitchell..$264.11 plus taxes to date, penalties, interest if any and the total disbursements of the holder of the Certificate of Tax Sale and cost of the Certificate.

Certificate of Tax Sale No. 1344-Lots 5 and 6 Block 6 of North Beach Park, assessed to George W. Rollins and Alcena Rollins . . . . . .$ 761.59 plus taxes to date, penalties, interest, if any, and the total disbursements of the holder of the Certificate of Tax Sale and cost of the Certificate.

Certificate of Tax Sale No. 1345-Lots 11 and 12, Block 6 of North Beach Park, assessed to George W. Rollins and Alcena Rollins . . . . . $ 354.20 plus taxes to date, interest, if any, and the total disbursements of the holder of the Certificate of Tax Sale and the costs of theCertificate.

WHEREFORE, YOUR PLAINTIFF PRAYS:

1. That Writs of Subpoenae be issued and served upan the Defendants herein commanding the Defendants to appear in this Court on some day certain to be named therein and make answer thereto.

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

3. That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any

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interest in the hereinabove described property.

4. That the Final Decree provide that the Treasurer for Anne Arundel County execute to the Plaintiff a deed to the herein subject property vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, free and clear of any and all liens, claims and encumbrances to date of said Decree.

5. And for such other and further relief that may seem just and proper to the Court.

AND, AS IN DUTY BOUND, ETC.

Vincent A. Mulieri

VINCENT A. MULIERI
190 Duke of Gloucester Street
Annapolis, Maryland 21401
Telephone: 263-2646

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Plaintiff's Exhibit

BOOK 196 PAGE 619

№ 1343 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Richard P. Casey, 308 Plum Street, Vienna, Va. 22180 at public auction for the sum of 198 Dollars and 16 Cents, of which 198 16/100 Dollars has been paid as a deposit on the property in District 8 described as North Beach Park Lot 6 Blk 22 and assessed to Jos. Fr. Agnes L. Mitchell, a/c# 8-579-010402 as

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August M. Knuth

Notary Public.

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My Commission Expires July 1, 1970

P. CO. 70830

Plaintiff's Exhibit 4 BOOK 196 PAGE 620

№ 1344 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Richard F Casey 308 Plum Street, Vienna, Va. 22180 at public auction for the sum of 1100 Dollars and 00 Cents, of which 360 59/100 Dollars has been paid as a deposit on the property in District 8 described as North Beach Park Lots 5 6 Blk 6 Ltl 1715-407

and assessed to Geo. H. & Alma Rollins, a/c# 8-579-013572000

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August F. Krumbe

Notary Public.

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My Commission Expires July 1, 1970

P. CO. 70630

Plaintiff's Exhibit #2 BOOK 196 PAGE 621

№ 1345 CERTIFICATE OF TAX SALE

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to Richard P. Casey, 308 Glenn Street, Vienna, Va, 22180 at public auction for the sum of 900 Dollars and 00 Cents, of which 172 83/100 Dollars has been paid as a deposit on the property in District 8 described as North Beach Park Lots 11 12 Blk 6 LWF 1715-407

and assessed to Geo W. Adams Realties, a/c # 8-579-01357205

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

J. W. Simmons, Jr.
Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

August H. Hamm, Jr.
Notary Public.

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My Commission Expires July 1, 1970

P. CO. 70830

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BOOK 186 PAGE 622

RICHARD P. CASEY
308 Plum Street
Vienna, Virginia 22180

Plaintiff

vs.

JOSEPH F. MITCHELL and
AGNES L.MITCHELL, his wife
6520 Parkway Court
West Hyattsville, Maryland

and

GIBBS L. BAKER, JR.
1705 DeSales Street
Washington, D.C.

and

CAROLINE PRYOR LISSAK
10795 Loyola Drive
LosAltos, California

And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Assessment District of Anne Arundel County, Maryland, to wit:

Lot Number 6, Block 22 in North Beach Park, as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Folio 36, said lot being situated at the corner of Walnut Avenue and Cedar Avenue, with a total frontage of 50 feet on Walnut Avenue and an even depth therefrom on Cedar Avenue of 150 feet.

and

GEORGE W. ROLLINS, JR. and
ALCENA G. ROLLINS, his wife
6401-9th Avenue
Hyattsville, Maryland

And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Assessment District of Anne Arundel County, Maryland, to wit:

Lot 5, 6, 11 and 12, Block 6, in North Beach Park as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, folio 36,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 20,772 EQUITY

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said lots having a total frontage on Walnut Street of 100 feet and an even depth therefrom on Filbert Avenue of 300 feet, and a total frontage on the beach front of 100 feet. *

*

Defendants *

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

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on April 6, 1970, by John W. Simmons, Controller of Anne Arundel County, Maryland, and Collector of Taxes for the State of Maryland and Anne Arundel County, Maryland, to Richard P. Casey, Plaintiff, in these proceedings, for taxes due and in arrears by the following Tax Sale Certificates and assessed and described on the Books of Assessments and Taxation as follows:

Certificate No. 1343-Lot No. 6, Block 22, North Beach Park, Eighth Assessment District as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Folio 36, assessed to Joseph F. Mitchell and Agnes L. Mitchell, account number 8-579-01040200 sold to Plaintiff on April 6, 1970, for the sum of $198.16 of which Plaintiff has paid $198.16.

Certificate No. 1344-Lots 5 and 6, Block 6, of North Beach Park, Eighth Assessment District as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Folio 36. Deed reference LNP 1715, Folio 407, assessed to George W. Rollins and Alcena Rollins, account number 8-579-01357200, sold to Plaintiff on April 6, 1970, for the sum of $1,100.00 of which Plaintiff has paid $360.59.

Certificate No. 1345-Lots 11 and 12, Block 6, North Beach Park, Eighth Assessment District as shown on the Plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book No. 2, Folio 36. Deed reference LNP 1715, Folio 407, assessed to George W. Rollins

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and Alcena Rollins, account number 8-579-01357205, sold to Plaintiff on April 6, 1970, for the sum of $900.00 of which Plaintiff has paid the sum of $172.83.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 15th day of March, 1972, by the Circuit Court for Anne Arundel County, Ordered, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 24th day of May, 1972, and redeem the property above described and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Marjorie A. Holt

Clerk

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BOOK 196 PAGE 625

RICHARD P. CASEY
308 Plum Street
Vienna, Virginia 22180

Plaintiff

vs.

JOSEPH F. MITCHELL and
AGNES L. MITCHELL, his wife
6520 Parkway Court
West Hyattsville, Maryland

and

GIBBS L. BAKER, JR.
1705 DeSales Street
Washington, D.C.

and

CAROLINE PRYOR LISSAK
10795 Loyola Drive
Los Altos, California

And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Assessment District of Anne Arundel County, Maryland, to wit:

Lot Number 6, Block 22 in North Beach Park, as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Folio 36, said lot being situated at the corner of Walnut Avenue and Cedar Avenue, with a total frontage of 50 feet on Walnut Avenue and an even depth therefrom on Cedar Avenue of 150 feet.

and

GEORGE W.ROLLINS, JR. and
ALCENA G. ROLLINS, his wife
6401-9th Avenue
Hyattsville, Maryland

And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Assessment District of Anne Arundel County, Maryland, to wit:

Lot 5, 6, 11 and 12, Block 6, in North Beach Park as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, folio 36,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 20,772 EQUITY

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said lots having a total frontage on Walnut Street of 100 feet and an even depth therefrom on Filbert Avenue of 300 feet, and a total frontage on the beach front of 100 feet. *

Defendants *

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

AFFIDAVIT

State of Maryland,
County of Anne Arundel To Wit:

Before me, in the Republic of the State and County aforesaid, did personally appear Vincent A. Mulieri, Attorney for the Plaintiff in the above entitled action, and made oath in due form of law that on March 16, 1972, he sent to Gibbs L. Baker, Jr. and Carolyn Pryor Lissak a true copy of the Bill of Complaint to Foreclose the Equities of Redemption filed in the above captioned case and a true copy of the Order of Publication filed in the above captioned case by certified mail, return receipt requested, to be delivered to addressee only. That a copy of each of the said letters is attached herewith as an exhibit along with the receipt for said letter signed by the Defendant, both exhibits to be included as a part of this Affidavit.

As witness my hand and Notarial Seal this 28th day of March, 1972.

Vincent A. Mulieri

Vincent A. Mulieri
Affiant

Bettie H Chambers

Notary Public

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BOOK 196 PAGE 627

March 16, 1972

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Gibbs L. Baker, Jr.
1705 DeSales Street
Washington, D.C.

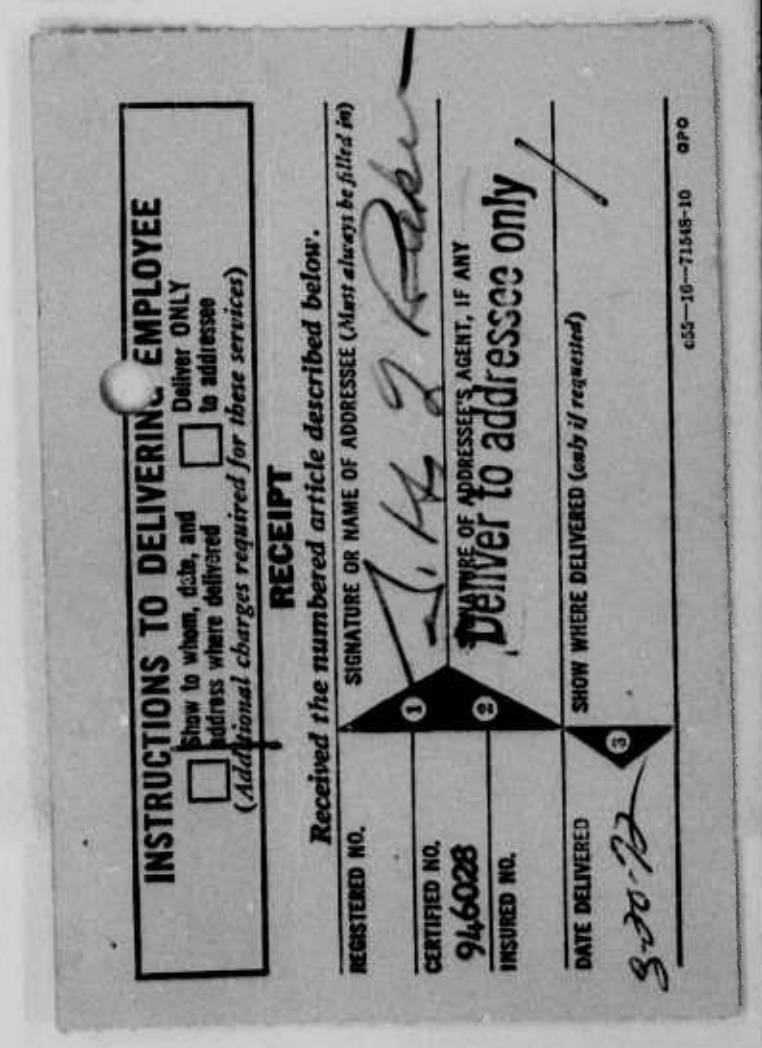
Dear Mr. Baker:

Enclosed please find a true copy of the Bill of Complaint to Foreclose the Equities of Redemption in the property described in said Bill of Complaint, and copies of the exhibits and a true copy of the Order of Publication signed by the Clerk of the Court for Anne Arundel County, Maryland.

Very truly yours,

Vincent A. Mulieri

Enclosures
VAM:nhc



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March 16, 1972

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

M's Caroline Pryor Lissak
10795 Loyola Drive
Los Altos, California

Dear M's Lissak:

Enclosed please find a true copy of the Bill of Complaint to Foreclose the Equities of Redemption in the property described in said Bill of Complaint, and copies of the exhibits and a true copy of the Order of Publication signed by the Clerk of the Court for Anne Arundel County, Maryland.

Very truly yours,

Vincent A. Mulieri

Enclosures
VAM:nhc

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

RECEIPT
Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 946029
INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Caroline P. Lissak
2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Deliver to addressee only

DATE DELIVERED 3-20
3 SHOW WHERE DELIVERED (only if requested)

c55—16—71548-10 GPO

1 5

Vincent A. Mulieri, Esq.
198 Duke of Gloucester St
Annapolis, Md. 21401

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 20,722 EQUITY

Richard P. Casey
308 Plum Street
Vienna, Virginia 22180
Plaintiff
vs.
Joseph F. Mitchell and
Agnes L. Mitchell, his wife
6520 Parkway Court
West Hyattsville, Maryland
and
Gibbs L. Baker, Jr.
1705 DeSales Street
Washington, D.C.
and
Caroline Pryor Lissak
10795 Loyola Drive
Los Altos, California

And ony ond oll persons hoving or claiming to hove ony interest in the following described reol estate locoted in the Eighth Assessment District of Anne Arundel County, Moryland, to wit:

Lot Number 6, Block 22 in North Beoch Pork, as shown on the plot of North Beach Pork recorded omong the Plat Records of Anne Arundel County, Moryland, in Plot Book 2, Folio 36, soid lot being situoted ot the comer of Wolnut Avenue ond Cedor Avenue, with a total frontage of 50 feet on Walnut Avenue ond on even depth therefrom on Cedor Avenue of 150 feet.

and

George W. Rollins, Jr. and
Alcena G. Rollins, his wife
6401-9th Avenue
Hyattsville, Maryland

And ony ond oll persons hoving or claiming to have ony interest in the following described real estate locoted in the Eighth Assessment District of Anne Arundel County, Moryland, to wit:

Lot 5, 6, 11 and 12, Block 6, in North Beoch Park as shown on the plot of North Beach Pork recorded omong the Plat Records of Anne Arundel County, Moryland, in Plot Book 2, folio 36, soid lots having a totol frontage on Wolnut Street of 100 feet and on even depth therefrom on Filbert Avenue of 300 feet, and a totol frontoge on the beoch front of 100 feet.

Defendants

The object ond purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in ond to the following described property located in Anne Arundel County, Moryland, and sold on April 6, 1970, by John W. Simmons, Controller of Anne Arundel County, Maryland, and Collector of Toxes for the Stote of Moryland ond Anne Arundel County, Moryland, to Richord P. Cosey, Plaintiff, in these proceedings, for taxes due and in arrears by the following Tax Sole Certificotes ond assessed and described on the Books of Assessments ond Taxotion as follows:

Certificate No. 1343 - Lot No. 6, Block 22, North Beach Park, Eighth Assessment District as shown on the plat of North Beach Pork recorded among the Plat Records of Anne Arundel County, Moryland, in Plat Book 2, Folio 36, assessed to Joseph F. Mitchell and Agnes L. Mitchell, account number 8-579-01040200 sold to Plaintiff on April 6, 1970, for the sum of $198.16 of which Plaintiff has paid $198.16.

Certificate No. 1344 - Lots 5 ond 6, of North Beach Park, Eighth Assessment District as shown on the plot of North Beoch Pork recorded among the Plat Records of Anne Arundel County, Maryland, in Plot Book 2, Folio 36. Deed reference LNP 1715, Folio 407, assessed to George W. Rollins ond Alceno Rollins, Account number 8-579-01357200, sold to Plaintiff on April 6, 1970, for the sum of $1,100.00 of which the Plaintiff has paid $360.59.

Certificate No. 1345-Lots 11 ond 12, Block 6, North Beoch Park, Eighth Assessment District os shown on the Plat of North Beoch Park recorded omong the Plat Records of Anne Arundel County, Maryland in Plot Book No. 2, Folio 36. Deed reference LNP. Folio 407, assessed to George W. Rollins, ond Alceno Rollins, account number 8 579-01357205 sold to Plaintiff on April 6, 1970, for the sum of $900.00 of which Plaintiff hos poid the sum of $172.83.

The bill states, omong other things, that the amounts necessory for redemption hove not been poid, olthough more thon o yeor and o day from the date of sole hos expired.

It is thereupon this 15th doy of March, 1972, by the Circuit Court for Anne Arundel County, Ordered, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulotion in Anne Arundsl County once a week for four successive weeks, warning oll persons interested in the soid property to be and appeor in this Court by the 24th day of Moy, 1972, and redeem the property obove described and answer the bill of thereafter o finol decree will be rendered foreclosing oll rights of redemption in the property, and vesting in the Plaintiff o title, free and cleor of oll encumbrances.

TRUE COPY,
TEST: Morjorie S. Holt
Clerk 4/12

BOOK 196 PAGE 629 OFFICE OF

THE VILLAGER

SEVERNA PARK, MD., April 12, 1972 19

THIS IS TO CERTIFY, that the annexed advertisement of
No, 20,722 Equity
In the Circuit Court
For
Anne Arundel County

was published in THE VILLAGER, a weekly newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 24th day of May 19 72 and that the first publication was the 22nd day of March , 19 72.

FILED
1972 APR 26 AM 10:01

THE VILLAGER

By Marie C. Shank

12

Mr Jankanik

BOOK 196 PAGE 630

Case No 20, 772

Richard P. Casey = plantiff

VS

George W Rollins Jr + Alcena G. Rollins

Madam Clerk

I have been served the equity Supena in the above set fourth Case, And my wife and I intend to redeem the subject property upon the submittal of a petition to fix the Amount necessary for redemption in accordance with article 81 section 94 of the Annotated Code of Maryland.

George W. Rollins Jr
May 22, 1972

A Copy of this draft was mailed
to Mr Vincent A Mulieri Esq
190 Duke of Gloucester St
Annapolis, MD 21401

on May 22, 1972

FILED
1972 MAY 22 AM 11: 18

14

RICHARD P. CASEY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GEORGE W. ROLLINS, JR. and ALCENA G. ROLLINS, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 20,772 EQUITY
Defendants	*	

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

PETITION TO SET AMOUNT NECESSARY TO REDEEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Richard P. Casey, Plaintiff, by Vincent A. Mulieri, his attorney, respectfully represents as follows:

1. That George W. Rollins, Jr. and Alcena G. Rollins, his wife, are two of the Defendants named in these proceedings being the record owner of title in the property known as Lots 5, 6, 11 and 12, Block 6, in North Beach Park as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Folio 36; that the said property was deeded to the said Defendants on December 7, 1963, by Barber C. Palmer, Sr. and Fannie M. Palmer, his wife, which Deed is recorded among the Land Records of Anne Arundel County,Maryland, in Liber 1715, Folio 407.

2. That the said George W. Rollins, Jr. has filed an answer in these proceedings asserting his legal right to redeem said property and to have satisfaction entered in this proceeding upon payment of the proper charges.

3. That counsel for Plaintiff, with the consent of the Defendant, George W. Rollins, Jr., has ascertained the following sums as being the amounts payable necessary to redeem the said property:

TO: The Controller of Anne Arundel County
8-579-01357200 Tax Sale Cert. No. 1344,Lots 5-6,Blk 6, North Beach Park

1968-69 Taxes	$ 157.52	
Int.	14.97	
1969-70 Taxes	162.76	
Int.	5.69	
Adv. Cost	19.65	
Total of Tax Sale	$ 360.59	
Interest to Purchaser	46.88	
		$ 407.47

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ANNAPOLIS, MD.

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8-579-01357205 Tax Sale Certificate No. 1345 Lots 11-12, Blk. 6 North Beach Park

1968-69 Taxes	$ 70.77	
Int.	6.72	
1969-70 Taxes	73.13	
Int.	2.56	
Adv. & Costs	19.65	
Total of Tax Sale	172.83	
Int. to Purchaser	22.47	
		195.30

Taxes due since sale 8-579-01357200

1970-71 Taxes	163.51	
Int.	17.22	
1971-72 Taxes	174.39	
Int.	7.85	
		392.97

8-579-01357205

1970-71 Taxes	73.47	
Int.	7.72	
1971-72 Taxes	78.35	
Int.	3.52	
		163.06

Tax Sale & interest to Purchaser	$ 602.77
Taxes since sale	556.03
TOTAL	$ 1,158.80

TO: Vincent A. Mulieri, Attorney for Plaintiff

For Title Examination	$ 40.00
Attorney Fee	80.00
Proportionate amount of advertising	112.00
Proportionate amount of Court costs (Estimated)	25.00
	$ 257.00

WHEREFORE, Petitioner prays that this Honorable Court may by its Order fix the amount necessary to be paid by Defendants in order that the said property be redeemed by the Defendant.

Vincent A Mulieri

VINCENT A. MULIERI
190 Duke of Gloucester Street
Annapolis, Maryland 21401
Telephone: 263-2646

I HEREBY CERTIFY that onthis 12th day of June, 1972, I mailed a copy of the aforegoing Petition to George W. Rollins, Jr. and Alcena Rollins,

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SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

his wife, 6401-Ninth Avenue, Hyattsville, Maryland.

Vincent A Mulieri

Vincent A. Mulieri
Attorney for Plaintiff

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

BOOK 196 PAGE 634

RICHARD P. CASEY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GEORGE W. ROLLINS, JR. and ALCENA G. ROLLINS, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 20,772 EQUITY
Defendants	*	

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

ORDER

Upon Petition of Richard P. Casey, Plaintiff in the above entitled proceedings, it is this 13th day of June, 1972 by the Circuit Court for Anne Arundel County

ORDERED that the amounts necessary to redeem the property described in tax sale certificate No. 1344 and 1345 are:

TO: The Controller of Anne Arundel County

8-579-01357200 Tax Sale Cert. No. 1344, Lots 5-6, Blk 6, North Beach Park

1968-69 Taxes	$ 157.52	
Int.	14.97	
1969-70 Taxes	162.76	
Int.	5.69	
Adv. Cost	19.65	
Total of Tax Sale	$ 360.59	
Interest to Purchaser	46.88	
		$407.47

8-579-01357205 Tax Sale Certificate No. 1345 Lots 11-12, Blk. 6 North Beach Park

1968-69 Taxes	$ 70.77	
Int.	6.72	
1969-70 Taxes	73.13	
Int.	2.56	
Adv. & Costs	19.65	
Total of Tax Sale	172.83	
Int. to Purchaser	22.47	
		$195.30

Taxes due since sale 8-579-01357200

1970-71 Taxes	163.51	
Int.	17.22	
1971-72 Taxes	174.39	
Int.	7.85	
		392.97

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ANNAPOLIS, MD.

8-579-01357205

1970-71 Taxes	73.47	
Int.	7.72	
1971-72 Taxes	78.35	
Int.	3.52	
		163.06
Tax Sale & interest to Purchaser		$ 602.77
Taxes since sale		556.03
TOTAL		$ 1,158.80

TO: Vincent A. Mulieri, Attorney for Plaintiff

For Title Examination	40.00
Attorney Fee	80.00
Proportionate amount of advertising	112.00
Proportionate amount of Court costs (Estimated)	25.00
	$ 257.00

Lester Harvey Beardmore
JUDGE

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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BOOK 196 PAGE 636

RICHARD P. CASEY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GEORGE W. ROLLINS, JR.	*	ANNE ARUNDEL COUNTY
and	*	
ALCENA G. ROLLINS, his wife	*	EQUITY NO. 20,772
Defendants	*	

* * * * * * * * * * *

ORDER OF SATISFACTION

DEAR MR. CLERK:

Please enter the above case as to the Defendants George W. Rollins, Jr. and Alcena G. Rollins, his wife, and Lots 5, 6, 11 and 12, Block 6 of North Beach Park (Certificate Number 1344 and 1345) as paid, settled and satisfied.

Vincent A. Mulieri

VINCENT A. MULIERI
190 Duke of Gloucester Street
Annapolis, Maryland 21401
Telephone: 263-2646

I HEREBY CERTIFY that on this 25th day of October, 1972, I mailed a copy of the aforegoing Order of Satisfaction to George W. Rollins, Jr. and Alcena G. Rollins, 6401 - 9th Avenue, Hyattsville, Maryland.

Vincent A. Mulieri
Vincent A. Mulieri

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SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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1972 OCT 25 PM 2:32

BOOK 196 PAGE 637

RICHARD P. CASEY	*	IN THE
Plaintiff	*	
vs.	*	CIRCUIT COURT'
JOSEPH F. MITCHELL and AGNES L. MITCHELL, his wife	*	
and	*	FOR
GIBBS L. BAKER, JR.	*	ANNE ARUNDEL COUNTY
and	*	
CAROLINE PRYOR LISSAK	*	EQUITY NO. 20,772
Defendants	*	

* * * * * * * * * * *

AFFIDAVIT OF NON-MILITARY SERVICE

Personally appeared Vincent A. Mulieri, attorney for Plaintiff in the within action and made oath in due form of law that: While investigating and preparing this case your affiant has received no information that would reasonably lead him to believe that the Defendants, Joseph F. Mitchell and Agnes L. Mitchell and Gibbs L. Baker, Jr. and Caroline Pryor Lissak are in the military service and therefore believes and avers that all of said Defendants are not in the military service of the United States.

Vincent A Mulieri

VINCENT A. MULIERI, Affiant
190 Duke of Gloucester Street
Annapolis, Maryland 21401
Telephone: 263-2646

Subscribed and sworn to before me this 25th day of October, 1972.

Lee Esther S. Lewis

Notary Public

My Commission expires:

July 1974

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SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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BOOK 196 PAGE 638

RICHARD P. CASEY	*	IN THE
Plaintiff	*	
vs.	*	CIRCUIT COURT
JOSEPH F. MITCHELL and AGNES L. MITCHELL, his wife	*	
and	*	FOR
GIBBS L. BAKER, JR.	*	
and	*	ANNE ARUNDEL COUNTY
CAROLINE PRYOR LISSAK	*	
Defendants	*	EQUITY NO. 20,772

* * * * * * * * * * *

DECREE PRO CONFESSO

As to Defendants Joseph F. Mitchell and Agnes L. Mitchell and Gibbs L. Baker, Jr. and Caroline Pryor Lissak it appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Villager newspaper, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants named in these proceedings, and all persons having or claiming to have any interest in the real estate therein described,as assessed to said Defendants and sold to Plaintiff on the 6th day of April, 1970, for non payment of taxes due.

AND it further appearing that counsel for the Plaintiff mailed to the Defendants, Gibbs L. Baker, Jr. and Caroline Pryor Lissak by registered mail return receipt requested, a true copy of the Bill of Complaint, exhibits and Orders of Publication and has filed affidavits thereto and has filed the return receipts signed by said Defendants;

AND it further appearing that as to the Defendants Joseph F. Mitchell and Agnes L. Mitchell that two non est have been returned against subpoenas issued to said Defendants as

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ANNAPOLIS, MD.

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will more fully appear from the Sheriff's returns filed herewith.

AND it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein by person or by attorney, and have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon this 26th day of October, 1972, by the Circuit Court for Anne Arundel County, in Equity

ADJUDGED, ORDERED AND DECREED that the Bill of Complaint be and the same is hereby taken pro confesso against the Defendants Joseph F. Mitchell and Agnes L. Mitchell, his wife, and Gibbs L. Baker, Jr. and Caroline Pryor Lissak and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the books of the County Controller, and sold to Plaintiff on the 6th day of April, 1970: namely, Lot Number 6 in Block 22 in North Beach Park.

E. Mackall Childs

JUDGE

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

BOOK 196 PAGE 640

RICHARD P. CASEY	*	IN THE
Plaintiff	*	
vs.	*	CIRCUIT COURT
	*	
JOSEPH F. MITCHELL and AGNES L. MITCHELL, his wife,	*	FOR
and	*	
GIBBS L. BAKER, JR.	*	ANNE ARUNDEL COUNTY
and	*	
CAROLINE PRYOR LISSAK	*	EQUITY NO. 20,772
Defendants	*	

* * * * * * * * * * *

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered and it appearing that a Decree Pro Confesso was entered herein on the 16th day of October, 1972, against the Defendants Joseph F. Mitchell and Agnes L. Mitchell, his wife, and Gibbs L. Baker, Jr. and Caroline Pryor Lissak and that none of these parties against whom the Decree Pro Confesso was entered ~~have~~ Has entered ~~their~~ His appearance or filed an answer in these proceedings, or proceeded to redeem herein.

IT IS THEREFORE, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity, this 27th day of November, 1972, ADJUDGED, ORDERED AND DECREED that all the rights of redemption to the properties mentioned herein of the Defendants Joseph F. Mitchell and Agnes L. Mitchell, his wife, and all the unknown heirs at law, alienees, assignees and devisees of the said Joseph F. Mitchell and Agnes L. Mitchell, his wife, and any or all persons having or claiming to have any right, title or interest in the hereinafter described property including the said Gibbs L. Baker, Jr.

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ANNAPOLIS, MD.

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and Caroline Pryor Lissak, be, and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vest in the Plaintiff in and to the following described property sold to the Plaintiff on April 6, 1970, for non-payment of taxes, to wit:

Certificate No. 1343, Lot No. 6, Block 22, of North Beach Park, as shown on the plat of North Beach Park recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 2, Folio 36, said lot being situated at the corner of Walnut Avenue and Cedar Avenue, with a total frontage of fifty feet on Walnut Avenue and an even depth therefrom on Cedar Avenue of One Hundred Fifty Feet. Deed reference: JHH 218, Folio 262, tax account number 8-579-01040200, Eighth Assessment District of Anne Arundel County, and assessed to Joseph F. Mitchell and Agnes L. Mitchell, his wife, free and clear of all alienations and descents of said property occurring prior to this Decree, free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject; and,

IT IS FURTHER ORDERED that the Controller of Anne Arundel County as the Collector of State and County taxes, execute and deliver to Richard P. Casey, Plaintiff, in these proceedings, a Deed of conveyance to the aforesaid lots and parcel of land and improvements thereon, if any, upon payment by the Plaintiff to the said Controller such taxes as may be due thereon and the balance of the purchase price of the aforesaid Certificate, if any; and, IT IS FURTHER ORDERED that Plaintiff pay the cost of these proceedings.

E. Mackall Childs

JUDGE

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

BOOK 196 PAGE 642

JOSEPH QUINTELLA
108 E. Main Street
Louisville, Ohio 44641

Petitioner

VS.

JOHN T. BLACK, JR.
4805 N. Barnaby Land
Temple Hills, Maryland 20031

and

BEVERLY J. BOLTON
106 Riverside Road
Baltimore, Maryland 21225 and
ARDIS R. GARST
227 Gordon Road Baltimore, MD 21225
Personal Representatives of the
Estate of Orley Black, Deceased

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

21-001
27-348

5140RL

::

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph Quintella, Petitioner and Mortgagee, respectfully represents unto Your Honor:

1. That on the 6th day of August, 1953, John T. Black, Divorced , and Orley Black and Nora Black, his wife, executed and delivered to Joseph Quintella a mortgage upon certain leasehold property in Anne Arundel County, Maryland, therein described, to secure the payment of the mortgage debt of $5,800.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's No. 1," and filed herewith as part of this petition.

2. That Nora Black died after the execution and delivery of said mortgage. Orley Black, who survived her, died recently and, on August 9, 1972, Beverly J. Bolton and Ardis R. Garst were appointed Personal Representatives of his estate by the Orphans' Court for Anne Arundel County.

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

And as in duty, &c.

E-17937
8-18-72
15.00 ck
(q.c)

Joseph Quintella
Joseph Quintella, Petitioner

Hyman Ginsberg
Hyman Ginsberg
Attorney for Petitioner

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1972 AUG 18 AM 11:25

BOOK 196 PAGE 643

Suite 402-306 N. Charles Street
Baltimore, Maryland 21201
Telephone-539-4750

LIBER 777 PAGE 639 BOOK 196 PAGE 644

THIS MORTGAGE, Made this 6th day of August in the year one thousand nine hundred and fifty-three by and between John T. Black, Jr., Divorced, of in the State of Pennsylvania and Orley Black and Nora Black, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, parties of the first part, and Joseph Quintella, of the City of Baltimore, in the State of Maryland, Mortgagee, party of the second part.

Whereas John T. Black, Jr., Divorced, is the holder of the legal title to the leasehold property located in Anne Arundel, in the State of Maryland, and known as No. 406 Riverside Road and more particularly described hereinafter, as will appear from a deed recorded among the Land Records of Anne Arundel County, dated April 26, 1946 in Liber J.H.H. No. 356, Folio 330 from Belle Grove Corporation to John T. Black, Jr. Divorced; and whereas Orley Black and Nora Black, his wife, are the equitable owners of the said leasehold prope ty known as No. 406 Riverside Road; and whereas the said Orley Black, and Nora Black, his wife, and Daniel Guy Bolton and Beverly J. Bolton, his wife, are indebted unto the said Joseph Quintella in the sum of Fifty-eight hundred ($5800.00) Dollars which they have agreed to repay within a period of two years from the date hereof with interest at six percent per annum and have further agreed during the said two year period to amortize the said indebtedness by making monthly payments in the amount of One hundred fifty($150.00) dollars to Joseph Quintella to be applied first to the payment of six percent interest on the said indebtedness and the balance on account of the principal with the understanding that upon the expiration of two years from the date hereof, the entire balance still due as principal and interest will be paid to the said Joseph Quintella and with the further understanding that if at any time the monthly payments of One hundred fifty ($150.00) dollars aforesaid are in default for a period of thirty days, then the said Joseph Quintella may proceed to foreclose against the leasehold property known as No.406 Riverside Road; and whereas it has been further agreed that the said John T. Black, Jr., Divorced, Orley Black, and Nora Black, his wife, and Guy Bolton and Beverly Bolton, his wife, will simultaneously with the execution of this mortgage also execute a Confessed Judgment Note in the amount of Fifty eight hundred ($5800.00) dollars upon which judgment shall be entered forthwith in the Circuit Court for Anne Arundel County; and whereas it is the understanding of the parties to this mortgage that the said John T. Black, Jr., Divorced, not only gives the leasehold property known as No.406 Riverside Road.

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as security for the above sum of Fifty-eight hundred ($5800.00) dollars but hereby assumes personally with Orley Black and Nora Black, his wife, and Guy Bolton and Beverly Bolton, his wife, the obligation to pay back to Joseph Quintella the sum of Fifty-eight hundred ($5800.00) dollars with interest at six percent per annum aforesaid and whereas the said Mortgagors covenant and represent to the Mortgagee that there are no mortgages, judgments or liens outstanding against the leasehold property known as No. 406 Riverside Road other than a mortgage to White-Mowbray Company dated April 26, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 356, Folio which Mortgage was assigned to Maryland Casualty Company by the Mortgagee therein. Mortgagors shall have right to anticipate all payments.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said John T. Black, Jr., Divorced, and Orley Black and Nora Black, his wife, do grant and assign unto Joseph Quintella his executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, in the State of Maryland aforesaid and described as follows, to wit:-Beginning for the same on the Northwest side of Riverside Road at the distance of 66 feet Southwesterly from the Southwest side of Arundel Road andat a point in a line with the center of a partition wall there situate thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall there situate thence Northwesterly to and through the center of said wall in all 90 feet to the Southeast side of an alley fifteen feet wide thence Northeasterly bidding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned, thence Southeasterly to and through the center of said wall in all ninety feet to the place of beginning. Being and comprising house and lot known as No. 406 Riverside Road. Being the same lot of ground described in a deed dated April 26, 1946 from Belle Grove Corporation to John T. Black, Jr., Divorced, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 356, Folio 330.

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

To Have and To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said Joseph Quintella his executors, administrators and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual rent of Sixty six($66.00) dollars payable semi-annually on the twenty second days of April and October.

Provided, that if the said John T. Black, Jr., Divorced, and Orley Black and Nora Black, his wife, their executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Fifty eight hundred ($5800.00) dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

surplus (if any there be) to the said Orley Black and Nora Black, his wife, two of the Mortgagors their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, the ground rent aforesaid, and all the taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, 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 hereby mortgaged property to the amount of at least Fifty-eight hundred ($5800.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of said party of the second part to the extent of his lien or claim hereunder.

Witness our hands and seals.

Test as to John T. Black, Jr., Divorced

Mrs Blanche Gregg

MRS. BLANCHE GREGG

John T. Black (SEAL)

JOHN T. BLACK, JR.,
DIVORCED

Test as to Orley Black and Nora Black, his wife

AS TO SIGNATURES

Isaac Berman

ISAAC BERMAN

Orley Black (SEAL)

ORLEY BLACK

Nora Black (SEAL)

NORA BLACK

State of Maryland, City of Baltimore, ss:

I hereby certify that on this 6thday of August in the year one thousand nine hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Orley Black and Nora Black, his wife, two of the Mortgagors named in the foregoing Mortgage, and they acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared Joseph Quintella and madeoath in due form of law, that the consideration

LIBER 777 PAGE 73 BOOK 196 PAGE 648

set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL

Isaac Berman
NOTARY PUBLIC

MY COMMISSION EXPIRES May 2nd, 1955
ISAAC BERMAN

State of Pennsylvania, County of Fayette , ss;

I Hereby Certify that on this ~~6th~~ 15th day of August in the year one thousand nine hundred and fifty-three, before me, the subscriber, a Notary Public, of the State of Pennsylvania, in and for the County of Fayette aforesaid, personally appeared John T. Black, Jr., Divorced, one of the Mortgagors named in the foregoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Mrs Blanche Gregg
NOTARY PUBLIC

MRS BLANCHE GREGG - NOTARY PUBLIC
MY COMMISSION EXPIRES - JANUARY 7, 1955

MRS. BLANCHE GREGG

Recorded: August 20, 1953 at 3.50 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Mortage.....is truly taken and copied from Liber.....JHW....., No.....777....., folio.....69....., one of the.....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this...18th...day of...August... A. D., 1952

Marjorie S Holt
Clerk of the Circuit Court for Anne Arundel County

LIC. – 1

BOOK 196 PAGE 649

JOSEPH QUINTELLA
108 E. Main Street
Louisville, Ohio 44641

Petitioner

VS.

JOHN T. BLACK, JR.
4805 N. Barnaby Lane
Temple Hills, Maryland 20031

and

BEVERLY J. BOLTON
406 Riverside Road
Baltimore, Maryland 21225 and
ARDIS R. GARST

Personal Representatives of the
Estate of Orley Black, Deceased

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

21,001

27-348

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt due as of August 10, 1972, under the terms and provisions of the mortgage from John T. Black, Jr., Divorced, and Orley Black and Nora Black, his wife, to Joseph Quintella, dated August 6, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. 777, folio 69.

Amount of balance of principal debt secured by mortgage...$4,973.63

Interest thereon due from July 20, 1954 to August 10, 1972..... 5,387.72

Total amount due..... $10,361.35

STATE OF OHIO, COUNTY OF STARK, Sct.

I Hereby Certify, That on this 14th day of August, 1972, before me, a Notary Public of the State of Ohio, in and for the City of Canton, personally appeared Joseph Quintella, the Mortgagee and the Petitioner, in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgagefiled in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Joseph Quintella
Joseph Quintella, Mortgagee

John W. Ergazos
Notary Public
JOHN W. ERGAZOS, Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 RC.

FILED
1972 AUG 18 AM 11:25

BOOK 196 PAGE 650

JOSEPH QUINTELLA :

Petitioner :

VS. :

JOHN T. BLACK, JR. :

and :

BEVERLY J. BOLTON and ARDIS R. GARST :

Personal Representatives of the Estate of Orley Black, Deceased :

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

21,001
27-348

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

STATE OF OHIO, COUNTY OF STARK, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State of Ohio, in and for the City of Canton, personally appeared Joseph Quintella, the Mortgageeand the Petitioner, and he made oath in due form of law that John T. Black, Jr. and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of the Estate of Orley Black, Deceased, the defendants herein, to the best of his information, knowledge and belief are

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

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

(3) not members of the Enlisted Reserve Corps who have been ordered to report for military service and (4) have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

Joseph Quintella
Joseph Quintella, Affiant

Subscribed and sworn to before me

this 14th day of August, 1972

John W. Ergazos
Notary Public

My Commission expires: JOHN W. ERGAZOS, Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 RC.

FILED

1972 AUG 18 AM 11:25

BOOK 196 PAGE 651

JOSEPH QUINTELLA	:	
Petitioner	:	IN THE
VS.	:	CIRCUIT COURT FOR
JOHN T. BLACK, JR.	:	ANNE ARUNDEL COUNTY
and	:	
BEVERLY J. BOLTON and ARDIS R. GARST	:	IN EQUITY 21,001
Personal Representatives of the Estate of Orley Black, Deceased	:	27-348

::

DECREE FOR SALE OF MORTGAGE PREMISES

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

It, is, Thereupon, This 18th day of August, in the year nineteen hundred and seventy-two, by the Circuit Court for Anne Arundel County, In Equity, adjudged, ordered and DECREE, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Hyman Ginsberg be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i), of the time, place, manner and terms of sale, which shall be cash, deposit of $ 1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit

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1972 AUG 18 PM 12:06

annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchase or purchasers, his her or their heirs and Personal Representatives, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Judge

BOOK 196 PAGE 653

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BOOK 16 PAGE 111

No. 21,001 EQUITY

KNOW ALL MEN BY THESE PRESENTS:

That we, HYMAN GINSBERG ---------- as Principal ----

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND ($10,000.00) ---------- 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 22nd day of August in the year of our Lord one thousand nine hundred and Seventy-two.

WHEREAS, the above bounden Hyman Ginsberg by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of Joseph Quintella

vs:

John T. Black, Jr., et al

now pending in said Court:

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

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:

Hyman Ginsberg (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Ardis D. King *As to Surety* By John H. Hopkins, IV *Attorney-in-Fact*

Bond approved this 22nd day of August, 1972

Marjorie S. Holt Clerk

MD3116a—500, 7-70 186010
Trustee's Bond

FILED

1972 AUG 22 PM 2:17

HYMAN GINSBERG, Attorney
Suite 402-306 N. Charles Street
Baltimore, Maryland
21201

Trustees' Sale

OF
VALUABLE LEASEHOLD
PROPERTY

406 RIVERSIDE ROAD
FIFTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY,
STATE OF MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, case no. 21,001, Joseph Quintella vs. John T. Black, Jr. and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of the Estate of Orley Black, Deceased, the undersigned, Trustee, will sell at public auction on the premises, on

THURSDAY,
SEPTEMBER 14, 1972
AT 2 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon situated in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same on the Northwest side of Riverside Road at the distance of 66 feet Southwesterly from the Southwest side of Arundel Road and at a point in a line with the center of a partition wall there situate thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall there situate thence Northwesterly to and through the center of said wall in all 90 feet to the Southeast side of an alley fifteen feet wide thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned, thence Southeasterly to and through the center of said wall in all ninety feet to the place of beginning. Being and comprising house and lot known as No. 406 Riverside Road. Being the same lot of ground described in a deed dated April 26, 1946 from Belle Grove Corporation to John T. Black, Jr., Divoreed and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 356, Folio 330. Being also the same lot of ground described in a mortgage, dated August 6, 1953, from John T. Black, Jr., Divorced and Orley Black and Nora Black, his wife, as mortgagors to Joseph Quintella as mortgagee, recorded among the Land Records of Anne Arundel County in Liber J. H. H. no. 777, folio 69.

The property is subject to the payment of an annual ground rent of Sixty-six Dollars ($66.00), payable semi-annually on the twenty second days of April and October.

The improvements consist of a TWO STORY BRICK DWELLING containing six rooms and bath (that is, living room, dining room, kitchen and three bedrooms and bath) with oil heat.

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

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and—or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

HYMAN GINSBERG
Trustee

ALEX COOPER AUCTS., INC.
345 N. Charles St.
Baltimore, Md. 21201
752-4868

S-11

BOOK 196 PAGE 654

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1972

We hereby certify, that the annexed Trustee Sale of Valuable Leasehold Property 406 Riverside Road 5th Election District of Anne Arundel County

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 14th day of September, 19 72

The insertions being made the 28th of August and 4th & 11th of September, 19 72

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1972 SEP 14 PM 3:34

By Sandra E. Snyder

JOSEPH QUINTELLA	:	
Petitioner	:	IN THE
VS.	:	CIRCUIT COURT FOR
JOHN T. BLACK, JR.	:	ANNE ARUNDEL COUNTY
and	:	IN EQUITY
BEVERLY J. BOLTON	:	Case No. 21,001
and	:	
ARDIS R. GARST	:	
Personal Representatives of the Estate of Orley Black, Deceased	:	

::

REPORT OF COMPLIANCE WITH MARYLAND RULES OF PROCEDURE, RULE W 74 a, 2(b)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Hyman Ginsberg, Trustee under a Decree of this Honorable Court, dated August 18, 1972, respectfully reports that in accordance with Maryland Rules of Procedure, Maryland Rule W 74 a 2(b) he sent by registed mail the notices required of the time, place and terms of sale of the property mentioned in these proceedings and he attaches hereto copies of said notices to each of which was attached a copy of the advertisement of sale in the Maryland Gazette, a copy of which is also attached hereto and he also attaches hereto the return receipts from the post office showing that the provisions of the aforegoing Rule have been complied with.

Hyman Ginsberg
Trustee under a Decree dated
August 18, 1972

FILED
1972 SEP 19 AM 11:20

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 19th day of September, 1972, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Hyman Ginsberg, Trustee, and he made oath that the facts stated in the foregoing Report of Compliance with Maryland Rules of Procedure, Rule W 74 a, 2(b) are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Samuel Raymond
Notary Public

My Commission Expires:

July 1-1974

BOOK 196 PAGE 657

August 29, 1972

Mrs. Ardis R. Garst
one of the Personal Representatives
of the Estate of Orley Black, Deceased
227 Arden Road
Baltimore, Maryland 21225

Dear Mrs. Garst:

In accordance with the provision of the Maryland Rules of Procedure, Maryland Rule W 74 (b), this is to notify you that the Trustee's Sale of the Leasehold Property, 406 Riverside Road, Fifth Election District of Anne Arundel County, at public auction will take place on the premises Thursday, September 14, 1972 at 2 O'clock P.M.

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratisfication of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and-or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

I have attached hereto a copy of the publication in the Maryland Gazette of Monday, August 28, 1972, giving notice of the time, place and terms of sale.

Very truly yours,

Hyman Ginsberg
Trustee under decree of the Circuit Court of
Anne Arundel County, in Equity, case no. 21,001,
Joseph Quintella vs. John T. Black, Jr. and
Beverly J. Bolton and Ardis R. Garst, Personal
Representatives of Estate of Orley Black,
Deceased

HG:rst
Enclosure:
BY REGISTERED MAIL- RETURN RECEIPT REQUESTED

F

1972 SEP

ENDE : Be ...low instructions on other side

PLEASE FURN... SERVICE(S) INDICA... BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO. 84111

CERTIFIED NO.

INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Ardis Garst

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
8-30-72

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

BOOK 196 PAGE 658

August 29, 1972

Albert J. Goodman, Esquire
156 South Street
P.O. Box 909
Annapolis, Maryland 21401

Dear Mr. Goodman:

In accordance with the provision of the Maryland Rules of Procedure, Maryland Rule W 74 (b), this is to notify you that the Trustee's Sale of the Leasehold Property, 406 Riverside Road, Fifth Election District of Anne Arundel County, at public auction will take place on the premises Thursday, September 14, 1972 at 2 O'clock P.M.

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and-or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

I have attached hereto a copy of the publication in the Maryland Gazette of Monday, August 28, 1972, giving notice of the time, place and terms of sale.

Very truly yours,

Lyman Ginsberg
Trustee under decree of the Circuit Court of Anne Arundel County, in Equity, case no, 21, COL, Joseph Quintella vs. John T. Black, Jr. and Beverly J. Bolton and Ardis P. Garst, Personal Representatives of Estate of Orley Black, Deceased.

RG:rst
Enclosure:
BY REGISTERED MAIL- RETURN RECEIPT REQUESTED

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1972 SEP 19 AM 11: 2

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REGISTERED NO. 84112

CERTIFIED NO.

INSURED NO.

AUG 30 1972
DATE DELIVERED

① SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Albert J. Goodman

② SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Barbara Shuler

③ SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

BOOK 196 PAGE 659

August 29, 1972

Mr. John T. Black, Jr.
4805 Barnaby Lane
Temple Hills, Maryland 20031

Dear Mr. Black:

In accordance with the provision of the Maryland Rules of Procedure, Maryland Rule W74 (b), this is to notify you that the Trustee's Sale of the Leasehold Property, 406 Riverside Road, Fifth Election District of Anne Arundel County, at public auction will take place on the premises Thursday, September 14, 1972 at 2 O' clock P.M.

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and-or metropolitan district charges, if any, tobe adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

I have attached hereto a copy of the publication in the Maryland Gazette of Monday, August 28, 1972, giving notice of the time, place and terms of sale.

Very truly yours,

Hyman Ginsberg
Trustee under decree of the Circuit Court of Anne Arundel County, in Equity, case no. 21,001, Joseph Quintella vs. John T. Black, Jr. and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of Estate of Orley Black, Deceased.

HG:rst
Enclosure:
BY REGISTERED MAIL - RETURN RECEIPT REQUESTED

F

1972 SEP

NDER: Be sure to follow instructions on other side

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RECEIPT
Received the numbered article described below

REGISTERED NO. 84113

CERTIFIED NO.

INSURED NO.

① SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)

John T Black Jr

② SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 8-30

③ SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

BOOK 196 PAGE 660

August 29, 1972

Mrs. Beverly J. Bolton
one of the Personal Representatives
of the Estate of Orley Black, Deceased
514 Old Riverside Road
Baltimore, Maryland 21225

Dear Mrs. Bolton:

In accordance with the provision of the Maryland Rules of Procedure, Maryland Rule W 74(b), this is to notify you that the Trustee's Sale of the Leasehold Property, 406 Riverside Road, Fifth Election District of Anne Arundel County, at public auction will take place on the premises Thursday, September 14, 1972 at 2 O'clock P.M.

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and-or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

I have attached hereto a copy of the publication in the Maryland Gazette of Monday, August 28, 1972, giving notice of the time, place and terms of sale.

Very truly yours,

Hyman Ginsberg
Trustee under decree of the Circuit Court of Anne Arundel County, in Equity, case no. 21,001, Joseph Quintella vs. John T. Black, Jr. and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of Estate of Orley Black, Deceased.

HG:rst
Enclosure:
BY REGISTERED MAIL- RETURN RECEIPT REQUESTED

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1972 SEP 19 AM

... to follow instructions on other side

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(Additional charges required for these services)

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☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO. 84110

CERTIFIED NO.

INSURED NO.

DATE DELIVERED 8/30/72

1 SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Beverly J. Bolton

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

BOOK 196 PAGE 661

August 29, 1972

William N. Scherer, Esquire
William N. Scherer, Jr. Esquire
Paul F. Harris, Esquire
24 Crain Highway S.W.
Glen Burnie, Md. 21061

Gentlemen:

In accordance with the provision of the Maryland Rules of Procedure, Maryland Rule W 74 (b), this is to notify you that the Trustee's Sale of the Leasehold Property, 406 Riverside Road, Fifth Election District of Anne Arundel County, at public auction will take place on the premises Thursday, September 14, 1972 at 2 O'clock P.M.

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and-or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

I have attached hereto a copy of the publication in the Maryland Gazette of Monday, August 28, 1972, giving notice of the time, place and terms of sale.

Very truly yours,

Hyman Ginsberg
Trustee under decree of the Circuit Court of Anne Arundel County, in Equity, case no 21,001, Joseph Quintella vs, John T. Black, Jr. and Beverly J. Bolton and Ardis R. Christ, Personal Representatives of Estate of Orley Black, Deceased.

HG:rst
Enclosure:
BY REGISTERED MAIL- RETURN RECEIPT REQUESTED

FIL

1972 SEP 1

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO. 84114

CERTIFIED NO.

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 8/30/72

3 SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

HYMAN GINSBERG, Attorney
Suite 402-306 N. Charles Street
Baltimore, Maryland
21201

Trustees' Sale

OF
VALUABLE LEASEHOLD
PROPERTY

406 RIVERSIDE ROAD
FIFTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY,
STATE OF MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, case no. 21,001, Joseph Quintella vs. John T. Black, Jr. and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of the Estate of Orley Black, Deceased, the undersigned, Trustee, will sell at public auction on the premises, on

THURSDAY,
SEPTEMBER 14, 1972
AT 2 O'CLOCK P.M.

ALL THAT LOT OF GROUND

AND THE IMPROVEMENTS thereon situated in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same on the Northwest side of Riverside Road at the distance of 66 feet Southwesterly from the Southwest side of Arundel Road and at a point in a line with the center of a partition wall there situate thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wal there situate thence Northwesterly to and through th center of said wall in all 90 feet t the Southeast side of an alle fifteen feet wide thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned, thence Southeasterly to and through the center of said wall in all ninety feet to the place of beginning. Being and comprising house and lot known as No. 406 Riverside Road. Being the same lot of ground described in a deed dated April 26, 1946 from Belle Grove Corporation to John T. Black, Jr., Divorced and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 356, Folio 330. Being also the same lot of ground described in a mortgage, dated August 6, 1953, from John T. Black, Jr., Divorced and Orley Black and Nora Black, his wife, as mortgagors to Joseph Quintella as mortgagee, recorded among the Land Records of Anne Arundel County in Liber J. H. H. no. 777, folio 69.

The property is subject to the payment of an annual ground rent of Sixty-six Dollars ($66.00), payable semi-annually on the twenty second days of April and October.

The improvements consist of a TWO STORY BRICK DWELLING containing six rooms and bath (that is, living room, dining room, kitchen and three bedrooms and bath) with oil heat.

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

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and—or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

HYMAN GINSBERG
Trustee

ALEX COOPER AUCTS., INC.
315 N. Charles St.
Baltimore, Md. 21201
752-4868

S-11

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1972 SEP 19 AM 11:20

JOSEPH QUINTELLA	:	
Petitioner	:	IN THE
VS.	:	CIRCUIT COURT FOR
JOHN T. BLACK, JR.	:	ANNE ARUNDEL COUNTY
and	:	
BEVERLY J. BOLTON and	:	IN EQUITY
ARDIS R. GARST	:	Case No. 21, 001
Personal Representatives of the Estate of Orley Black, Deceased	:	

::

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hyman Ginsberg, Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, for three successive weeks preceding the day of sale, in accordance with Maryland Rules of Procedure Maryland Rule BR3 b(i), a certificate of publication being attached hereto, said Trustee did pursuant to said notice on Thursday, the 14th day of September, 1972 at 2 o'clock P.M. attend on the premises, known as 406 Riverside Road in the Fifth Election District of Anne Arundel County, Maryland, and after having the auctioneer cry the sale for a considerable length of time, and after the auctioneer had read the advertisement of sale, then and there sold to Edward L. Bryl of 5713 Phillips Street, Baltimore, Maryland 21225, the leasehold interest in the lot of ground and improvements thereon situated known as 406 Riverside Road, in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described in the mortgage, dated August 6, 1953, from John T. Black, Divorced and Orley Black and Nora Black, his wife, as mortgagors to Joseph Quintella, as mortgagee. recorded among the Land Records of Anne Arundel

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County in Liber J. H. H. no. 777, folio69 (Nora Black died after the execution and delivery of said mortgage and Orley Black, who survived her died recently and, on August 9, 1972, Beverly J. Bolton and Ardis Garst were appointed Personal Representatives of his estate by the Orphans' Court for Anne Arundel County). The said leasehold property was sold to the said buyer at and for the sum of Ten Thousand Two Hundred Dollars ($10,200.00), One Thousand Dollars ($1,000.00) of which having been paid on the day of sale and the balance is to be paid in cash upon ratification of sale. The property was sold subject to the payment of an annual ground rent of sixty-six dollars ($66.00) payable semi-annually on the twenty second days of April and October and subject to the conditions of sale stated in the advertisement of sale in the Maryland Gazette and subject to ratification by the Circuit Court for Anne Arundel County. ALSO ATTACHED HERETO MEMORANDUM OF PURCHASE AT PUBLIC AUCTION.

The purchaser's affidavit, required by the Maryland Rules of Procedure, Maryland Rule BR 6 b 3, and the Certificate of the Auctioneer are attached hereto as well as a copy of advertisements in the Baltimore Sunday Sun.

The Report states the amount of sale of said leasehold property to be Ten Thousand Two Hundred Dollars ($10, 200.00).

Respectfully submitted,

Hyman Ginsberg, Trustee

State of Maryland, city of Baltimore, to wit:

I HEREBY CERTIFY, That on this 12th day of September, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hyman Ginsberg, 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.

And he further made oath that to the best of his knowledge and belief there has been no change in the matters and facts set forth in the Affidavit as to military service heretofore filed by the mortgagee in this cause, and to the best of his knowledge and belief the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit by the mortgagee.

As witness my hand and Notarial Seal,

Samuel Raymond
Notary Public

My Commission expires: July 1-1974

BOOK 196 PAGE 665

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 14th Day of September, 1972, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, Baltimore County personally appeared

EDWARD L. BRYL

purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he/~~they~~—is/~~are~~ the purchaser/~~s~~ and purchased same as principal and not as an agent for anyone, ~~or he/they purchased same as agent and his/their principal is~~ _____, and that he/~~they~~ has/~~have~~ not directly or indirectly discouraged anyone from bidding for the said mentioned in the said Report of Sale.

406 RIVERSIDE ROAD
Anne Arundel County

Edward L. Bryl
Purchaser

Purchaser

(SEAL) Joseph A. Cooper
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

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1972 SEP 19 AM 11:20

MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

BOOK 196 PAGE 666

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

JOSEPH QUINTELLA

Petitioner

vs.

JOHN T. BLACK, JR. and

BEVERLY J. BOLTON and ARDIS R. GARST
Personal Representatives of the Estate of Orley Black, Deceased

IN THE
CIRCUIT COURT
~~OR~~ FOR
~~BALTIMORE CITY~~ ANNE ARUNDEL
COUNTY
IN EQUITY
Case No. 21, 001

AUCTIONEER'S AFFIDAVIT

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

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A Cooper this 14th Day of September, 1972.

Mildred A. Dellman
Notary Public

MILDRED A. DELLMAN NOTARY PUBLIC BALTIMORE, MD.

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MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

BOOK 196 PAGE 667

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Oriental Rugs

Alex Cooper Auctioneers, Inc. AUCTIONEERS — REALTORS — APPRAISERS

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

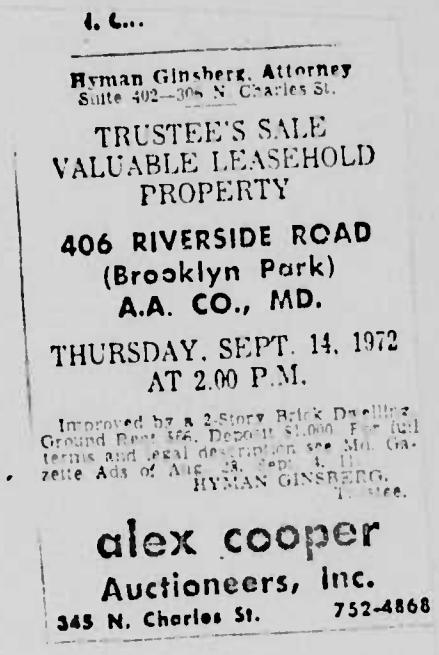
345 N. CharlesSt.
BALTIMORE, MARYLAND 21201

Name Hyman Ginsberg, Trustee

Address Suite 402 - 306 N. Charles Street

Reference: Public Auction Sale					
406 Riverside Road, Anne Arundel County, Md.					
Deposit:-				1000	00
Less:					
Commission		289	00		
Advertising: Sun Paper		52	30	341	30
Net Check Enclosed				658	70

COPY OF ADVERTISEMENTS IN THE BALTIMORE SUNDAY SUN
ON SEPTEMBER 3 and SEPTEMBER 10, 1972



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ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon situated in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same on the Northwest side of Riverside Road at the distance of 66 feet Southwesterly from the Southwest side of Arundel Road and at a point in a line with the center of a partition wall there situate thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall there situate thence Northwesterly to and through the center of said wall in all 90 feet to the Southeast side of an alley fifteen feet wide thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned, thence Southeasterly to and through the center of said wall in all ninety feet to the place of beginning. Being and comprising house and lot known as No. 406 Riverside Road. Being the same lot of ground described in a deed dated April 26, 1946 from Belle Grove Corporation to John T. Black, Jr., Divorced and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 356, Folio 330. Being also the same lot of ground described in a mortgage, dated August 6, 1953, from John T. Black, Jr., Divorced and Orley Black and Nora Black, his wife, as mortgagors to Joseph Quintella as mortgagee, recorded among the Land Records of Anne Arundel County in Liber J. H. H. no. 777, folio 69.

The property is subject to the payment of an annual ground rent of Sixty-six Dollars ($66.00), payable semi-annually on the twenty second days of April and October.

The improvements consist of a TWO STORY BRICK DWELLING containing six rooms and bath (that is, living room, dining room, kitchen and three bedrooms and bath) with oil heat.

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

Terms of Sale: Cash. A deposit of $1,000.00 in cash required of purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and—or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. Ground Rent shall be adjusted to date of sale.

HYMAN GINSBERG
Trustee
ALEX COOPER AUCTS., INC.
345 N. Charles St.
Baltimore, Md. 21201
752-4868

S-11

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MEMORANDUM OF PURCHASE AT PUBLIC AUCTION BOOK 196 PAGE 670

Property 406 Riverside Road
Anne Arundel Co. Md.

The undersigned purchaser hereby acknowledges that I (or We) have this day purchased the property described in the within advertisement, subject to the conditions stated therein, at the price of

$ 10,200.00

And have paid to ALEX COOPER, AUCTIONEERS, INC., the sum of

$ 1,000.00 CK

by way of deposit and earnest money, and I (or We) agree to complete the purchase in accordance with said conditions.

As witness my hand this 11th day of September, 1972

Edward L Bryl (SEAL)
PURCHASER

(SEAL)
PURCHASER

5713 Phillips Street
ADDRESS

I acknowledge receipt of deposit:

Joseph L Cooper
AUCTIONEER

The above offer is accepted subject to the conditions of sale in said advertisement, and I (or We) agree to deliver title as therein stated as necessary to complete the sale, subject to the conditions herein set forth.

(SEAL)
SELLER OR AUTHORIZED AGENT

(SEAL)
SELLER OR AUTHORIZED AGENT

Ratification by Circuit Court for Anne Arundel County

COPY OF ADVERTISEMENT

HYMAN GINSBERG, Attorney
Suite 402-306 N. Charles Street
Baltimore, Maryland
21201

Trustees' Sale

OF
VALUABLE LEASEHOLD
PROPERTY

406 RIVERSIDE ROAD
FIFTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY,
STATE OF MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, case no. 21,001, Joseph Quintella vs. John T. Black, Jr. and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of the Estate of Orley Black, Deceased, the undersigned, Trustee, will sell at public auction on the premises, on

THURSDAY,
SEPTEMBER 14, 1972
AT 2 O'CLOCK P.M.

9,00 6,00
9,25 6,25
9,50 6,50
9,75 6,75
9,00 7,00
9,25 7,25
9,50 7,50
9,75 7,75
10,00 8,00
10,25 8,25
10,50 8,50
10,75 8,75
11,00 9,00
11,25 9,25
11,50 9,50
11,75 9,75
12,00 10,00
12,25 10,25
12,50 10,50
12,75 10,75
13,00 11,00

Said property is subject to all existing easements and restrictions on record. Statements of rentals are from best information but are not guaranteed and are informatory only. There are no implied warranties.

Alex Cooper Auctioneers, Inc.

212 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202
PLaza 2-4868

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1972 SEP 19 AM 11:20

Hyman Ginsberg, Esq.
Suite 402-306 N. Charles Street
Baltimore, Maryland
21201

BOOK 196 PAGE 671

FOR: MARYLAND GAZETTE
Oct. ~~25th~~ Edition
Sept 22 1st Pub.

ORDER NISI

JOSEPH QUINTELLA
PETITIONER

versus

JOHN T. BLACK, JR. AND BEVERLY J. BOLTON AND ARDIS R. GARST PERSONAL REPRESENTATIVES OF THE ESTATE OF ORLEY BLACK, DECEASED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 21,001 Equity

Ordered, this 19th day of September, 19 72, That the sale of the property in these proceedings mentioned made and reported by Hyman Ginsberg, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

The report states that the amount of sale was $ 10,200.00

Marjorie S. Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOSEPH QUINTELLA
PETITIONER

versus

JOHN T. BLACK, JR. AND BEVERLY J. BOLTON AND ARDIS R. GARST PERSONAL REPRESENTATIVES OF THE ESTATE OF ORLEY BLACK, DECEASED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October, 1972 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Marshall Childs
JUDGE.

EQ-15

FILED
1972 OCT 26 PM 3:23

BOOK 196 PAGE 672

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 21,001

Joseph Quintella vs. John T. Black, Jr. + Beverly J. Bolton + Ardis R. Garst.

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 October, 1972

The insertions being made the 25th of September and 2 + 9th of October, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 21,001 EQUITY

JOSEPH QUINTELLA PETITIONER

versus

JOHN T. BLACK, JR. AND BEVERLY J. BOLTON AND ARDIS R. GARST PERSONAL REPRESENTATIVES OF THE ESTATE OF ORLEY BLACK, DECEASED

Ordered, this 19th day of September, 1972, That the sale of the property in these proceedings mentioned made and reported by Hyman Ginsberg, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

The report states that the amount of sale was $10,200.00

MARJORIE S. HOLT
Clerk

True Copy,
TEST:
MARJORIE S. HOLT
Clerk

No. E. C. ----------

FILED
1972 OCT 13 PM 1:18

BOOK 196 PAGE 673

In the Case of

Joseph Quintella

vs.

Joseph T. Black, Jr., and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of the Estate of Orley Black, Deceased

In the

Circuit Court

For

Anne Arundel County

No. 21,001 **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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1972 NOV 15 PM 2:38

All of which is respectfully submitted.
November 15, 1972

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of December, 1972, 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.

Marjorie S. Holt

Clerk
Per: Constance B. Tollerick, deputy

EQ-23

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1972 DEC -1 AM 9:18

Dr. Joseph Quintella vs John T. Black, Jr., and Beverly J. Bolton and Ardis R. Garst, Personal Representatives of the Estate of Orley Black, Deceased.

In Acct. with Hyman Ginsberg, Trustee

Cr.

1972, September 14,						
Proceeds of Sale	10,200	00				
Interest on deferred payment of $9,200.00						
from 9/14/72 to 11/9/72 @ 6%	84	67	10,284	67		
Refund Sani. Tax- 3 mos. 17 days ($1.60)		76				
" Sewer Service 9/14/72 to 12/31/72 ($10.50)	3	01	3	77		
					10,288	44
* * * * * * * * * * * *						
To Trustee for Counsel fee, viz:	100	00				
To Trustee for Commissions, viz:	664	23	764	23		
To Trustee for Court Costs, viz:						
Plaintiff's Solicitors Appearance fee	10	00				
M.S. Holt, Clerk, Clerk's Costs	35	00				
Auditor, Stating this account	60	00	105	00		
To Trustee for Expenses, viz:						
Capital-Gazette Press - Advertising Sale	121	50				
" " " - Order Nisi, Sale	25	00				
The Sunpapers - Advertising Sale	52	30				
Alex Cooper, Inc., Auctioneer's fee	289	00				
Cotton Belt Ins. Co., Fire Ins. Premium	212	00				
Fidelity & Deposit Co., Bond Premium	40	00				
County & State Taxes-7/1/72 to 9/14/72 ($247.38)	53	43				
Metered Water Rent	5	86				
Ground Rent-4/22/72 to 9/14/72 ($66.00)	26	20				
Certified Copy Mortgage, Notary fees & Certified Mail	10	00	835	29		
To Joseph Quintella, this balance on account of Mortgage Claim filed	8,583	92	8,583	92		
					10,288	44

Amount of Mortgage Claim filed	10,361	35
Interest on principal balance of $4,973.63		
from 8/10/72 to 11/30/72 - 112 days @ 6%	91	61
	10,452	96
Less Amount Allowed above	8,583	92
Balance Subject to Decree in Personam	1,869	04

BOOK 196 PAGE 676

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 and 14 of MARYLAND CITY 3339 Crumpton South Laurel, Maryland 20810	*	IN
	*	THE
	*	CIRCUIT
and	*	COURT
K. LOUIS FISHER and DIANE R. FISHER, his wife 436 Old Line Avenue Laurel, Maryland 20810	*	FOR
	*	ANNE
and	*	ARUNDEL
HERBERT E. HILES and SHEILA HILES, his wife 3379 Old Line Avenue Laurel, Maryland 20810	*	COUNTY
	*	IN
and	*	EQUITY
WILLIAM J. RACZ and MARLENE M. RACZ 3345 Crumpton South Laurel, Maryland 20810	*	No. 20,674.
	*	
and	*	
RICHARD M. POSEY and EILEEN E. POSEY, his wife 447 Yellowspring South Laurel, Maryland 20810	*	
	*	
and	*	
KENNETH A. CURRY and JEANNE H. CURRY, his wife 3382 Old Line Avenue Laurel, Maryland 20810	*	
	*	
Plaintiffs	*	
-versus-	*	
WEAVER BROS., INC. OF MARYLAND, a body corporate 100 St. Paul Street Baltimore, Maryland 21202	*	
Serve on Resident Agent: S. H. TINLEY, JR. 100 St. Paul Street Baltimore, Maryland 21202	*	
and	*	
ANNE ARUNDEL COUNTY, MARYLAND ~~JOSEPH W. ALTON, JR., County Executive~~ for Anne Arundel County* Annapolis, Maryland 21404		

(2nd 21 3/12/72)

LAW OFFICES OF
Martin Moncarz
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

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1971 DEC 24 AM 9:22

and *

WASHINGTON DEVELOPMENT CORP. *
1700 One Charles Center
Baltimore, Maryland 21201 *

Serve on Resident Agent: *
RICHARD W. CASE
1700 One Charles Center *
Baltimore, Maryland 21201
*

Serve also on:
STATE DEPARTMENT OF ASSESSMENT *
AND TAXATION OF MARYLAND
301 W. Preston Street *
Baltimore, Maryland 21201
*

and *

SECTION 12-A CORPORATION *
c/o WEAVER BROS., INC. OF
MARYLAND *
100 St. Paul Street
Baltimore, Maryland 21202 *

Serve on Resident Agent: *
W. D. BUTTNER
100 St. Paul Street *
Baltimore, Maryland 21202

and *

SECTION 12-B CORPORATION *
c/o WEAVER BROS., INC. OF
MARYLAND *
100 St. Paul Street
Baltimore, Maryland 21202 *

Serve on Resident Agent: *
W. D. BUTTNER
100 St. Paul Street *
Baltimore, Maryland 21202

and *

SECTION 13 CORPORATION *
c/o WEAVER BROS., INC. OF
MARYLAND *
100 St. Paul Street
Baltimore, Maryland 21202 *

Serve on Resident Agent: *
W. D. BUTTNER
100 St. Paul Street *
Baltimore, Maryland 21202

and *

SECTION 14 CORPORATION *
c/o WEAVER BROS., INC. OF
MARYLAND *
100 St. Paul Street
Baltimore, Maryland 21202 *

LAW OFFICES OF
Martin Moncarz
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

Serve on Resident Agent:
W. D. BUTTNER
100 St. Paul Street
Baltimore, Maryland 21202

and

(continued on next page)

LAW OFFICES OF
Martin Moucarz
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

THE TITLE GUARANTEE COMPANY, now *
AMERICAN GENERAL INSURANCE
COMPANY *
St. Paul & Lexington Streets
Baltimore, Maryland 21202 *

Serve on President: *
FREDERICK R. BUCK
St. Paul & Lexington Streets *
Baltimore, Maryland 21202

*
and

*
MARYLAND ESCROW, INC.
St. Paul & Lexington Streets *
Baltimore, Maryland 21202

*
Serve on President:
JOSEPH S. KNAPP, JR. *
St. Paul & Lexington Streets
Baltimore, Maryland 21202 *

and *

P. G. MELBOURNE REAL ESTATE, INC. *
699 Washington Boulevard
Laurel, Maryland 20810 *

Serve on Resident Agent: *
AUDREY E. MELBOURNE
699 Washington Blvd. *
Laurel, Maryland 20810

*
and

*
BOWIE REALTY COMPANY, INC.
Rt. #1 - Box 111-B *
Laurel, Maryland 20810

*
Serve on Resident Agent:
GERALD KUNES *
701 Washington Blvd.
Laurel, Maryland 20810 *

and *

HUGH T. PECK PROPERTIES, INC. *
7635 New Hampshire Avenue
Langley Park, Maryland *

Serve on Resident Agent: *
H. T. PECK
7635 New Hampshire Avenue *
Langley Park, Maryland

*
and

*
SIDNEY H. TINLEY, JR.
100 St. Paul Street *
Baltimore, Maryland 21202

*
and

LAW OFFICES OF
Martin Moucarz
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

A

W. DOUGLAS BUTTNER *
100 St. Paul Street
Baltimore, Maryland 21202 *

and *

E. CATHERINE BYRNE *
100 St. Paul Street
Baltimore, Maryland 21202 *

Defendants *

* * * * * * *

BILL OF COMPLAINT

FIRST COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Homeowners Protective Association, Sections 12, 13 and 14 of Maryland City, hereinafter referred to as the "Association", by Martin Moncarz, its attorney, sues each and every, the Defendants named hereinabove, and for cause it says:

1. That the Association is an association of residents of Maryland City, Sections 12, 13 and 14, in Anne Arundel County, State of Maryland, who have banded together for the purposes of this litigation.

2. That the members of the Association, in addition to being residents of the same residential section, have purchased their homes from the same builder, the Defendant, Washington Development Corporation, hereinafter referred to as "Washington"; they have their mortgages with the same mortgagee, the Defendant, Weaver Bros., Inc. of Maryland, hereinafter referred to as "Weaver"; they are all affected by the sanitary facilities constructed by Washington; they are all affected by the illegal imposition of charges to recover the cost of the building of the sanitary facilities; they are affected by the liens running with the land of each of the members of the association, and they are otherwise similarly aggrieved.

3. The Association is acting on its own behalf, on behalf

LAW OFFICES OF
Martin Moncarz
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

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1971 DEC 24 AM 9:22

of its individual members and on behalf of all the members of the class of persons residing in Maryland City who are affected by this litigation, either directly or indirectly.

4. Among the members of the Association there are those who purchased their homes directly from Washington and some who have purchased their homes from persons who had originally purchased these homes from Washington.

5. Among the members of the Association there are some who paid cash for their homes and those who obtained financing for their homes by way of mortgages. Among those who have obtained financing of their homes by way of mortgages, there are some whose mortgages are guaranteed by the agencies of the United States of America, such as the Federal Housing Administration and the Veterans Administration, and there are those who have conventional mortgages, but all the financing was arranged through and provided by Weaver, who holds all or most of the mortgages.

6. The Plaintiff alleges that the named Defendants have conspired to defraud the Plaintiff in that the members of the latter were induced to purchase their homes from Washington and to obtain their mortgages through Weaver and they were led to believe that the homes they had purchased were, in all respects, similar to those previously constructed in Maryland City, with the exception of home styles and other slight structural differences. The members of the Association were not advised of the lien running with the land; they were not advised that they would be required to repay the cost of the construction of the sanitary facilities at a rate of interest far in excess of that charged by Anne Arundel County, as authorized by the then existing law, and as provided in the other Sections

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of Maryland City. The members of the Association say that this was accomplished by the conspiracy between the various Defendants, through their representatives and hired attorneys who lured the members of the Association into believing that what was happening to each of them, and that the papers that each of them had and were signing, were the usual and necessary procedures and that all that was happening was usual, and necessary and required both by the Federal Housing Administration and the Veterans Administration, as the case might have been, as well as by the mortgagees. The members of the Association were advised that they were responsible for the payment and they were charged the fees for the services of the attorneys who were to have represented the best interests of the individual members of the Association and who, in fact, had been selected by the Defendants and were serving the best interest of the Defendants in aiding and abetting the conspirators in their scheme to defraud the members of the Association.

7. The Defendant, Joseph W. Alton, Jr., County Executive for Anne Arundel County, hereinafter referred to as "County", and the Defendant, Washington, entered into an Agreement dated January 26, 1966 and acknowledged by Washington on the same date and by the County on April 30, 1966. This Agreement states that Washington would install at its own expense all the water and waste lines to what was referred to as "Maryland City, Section 14". The County states that it is acting under the provisions of Section 17-714 of the Anne Arundel County Code. Among the many provisions, the Agreement provides that "the County agrees that the charges established under Sections

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15-412 and 22-60 of the aforesaid County Code shall not be imposed, since the cost for which these charges would normally have been imposed (connection charges and front foot benefit assessment) will already have been borne by the Petitioner (Washington) under this Agreement". There are other provisions which intend to assure the County that Washington will, in fact, construct the facilities intended to be constructed.

8. That the County and Washington entered into an Agreement dated May 18, 1966 wherein it is recited that "the County is empowered by the provisions of Section 17-714 of the Anne Arundel County Code (1957 edition, as amended) to enter into appropriate agreements with the developers which may provide for reasonable credit against special benefits and other charges in consideration of construction by such developers of the water and waste facilities at their own expense. This Agreement was intended to cover what it refers to as "Maryland City, Sections 12 and 13". Under this Agreement Washington commits itself to the installation, at its own expense, of all water and waste water lines, etc. "The County agrees that the charges established under Sections 15-412 and 22-60 of the aforesaid County Code shall not be imposed, since the cost for which these charges would normally have been imposed (connection charges and front foot benefit assessment) will already have been borne by the Petitioner (Washington) under this Agreement". There are other provisions which generally are intended to guarantee that Washington will in fact construct the facilities referred to in the Agreement. This Agreement is acknowledged by Washington on April 15, 1966 and by the County on May 18,

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1966.

9. The Defendants, Sidney H. Tinley, Jr., hereinafter referred to as "Tinley", W. Douglas Buttner, hereinafter referred to as "Buttner", E. Catherine Byrne, hereinafter referred to as "Byrne", The Title Guaranty Company, now American General Insurance Company, hereinafter referred to as "Title Company", and other Defendants were then instrumental in the creation of various corporations to assist the Defendants in their plot to hide from the members of the Association, then prospective purchasers of homes in Maryland City, from gaining accurate and complete knowledge and understanding of the various legal transactions and how these members of the Association would be affected by same. The named individuals were instrumental in creating various corporations, Defendants herein, known as Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation, whose charters were recorded on September 29, 1966 for Section 14, December 14, 1966 for Section 13, and November 7, 1966 for Section 12-A and 12-B. The actions in the creation of these Corporations were the actions of and on behalf of all the Defendants named in this Bill of Complaint and not necessarily restricted to the Defendants named in this paragraph.

10. The Defendants devised and designed and executed numerous Agreements, contracts, assignments, deeds, etc. which had the general effect of hiding from the general public and from the officials of the Federal Housing Administration and from the officials of the Veterans Administration that they, the Defendants, had created a a lien running with the land, which would adversely affect

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the merchantibility and alienability of each and every home and lot sold by the Defendants, through the Defendants and with the help of the Defendants. These legalistic maneuvers were such that they could only have been discovered by attorneys who were experts in this type of transactions. These maneuvers were well known to the Defendants and to the attorneys that they had engaged to carry out their purposes. The Defendants, among other things, have, in fact, through their legalistic maneuvers accomplished the establishment of a seemingly legal charge against the properties of the members of the Association for the installation of the water and waste water facilities referred to hereinabove, which is far in excess of the charge intended by the laws then in existence tobe charged to home-owners in new developments, such as Maryland City, for such facilities, all to the detriment of the Plaintiffs.

11. The Plaintiff says that the Defendants, with malice aforethought, did engage in all the activities described hereinabove, and many others, to accomplish their aims, solely for pecuniary profit, and all contrary to the laws of the State of Maryland and of the United States of America, as they then existed, and to the great detriment of each and every, the members of the Association, and the members of the class of individuals who purchased homes in Sections 12, 13 and 14 of Maryland City and who are directly or indirectly affected by all that these Defendants have done.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section

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13 Corporation and Section 14 Corporation be temporarily enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges, until further Order of this Court.

b. That all the Defendants, and particularly Weaver Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be permanently enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the Association and the members of the class of individuals living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individuals lots and homes be freed and cleared from the lein running with the land, to the end that the charges made and collected by the various Defendants from the members of the Plaintiff be not collected in the future and that the money that has already been collected be refunded and to the end that the cloud on the title be cleared.

d. That this Honorable Court award to the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of the Association and the members of the group of persons who will be affected by this litigation.

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e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of the Association and each and every, the persons who belong to the class of individuals who will be affected by the outcome of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section 1822, Title 28, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under the Federal Housing Administration and/or the Veteran Administration as set out under the laws of the United States of America appropriate and pertaining to this

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matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular Defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

SECOND COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

K. Louis Fisher and Diane R. Fisher, his wife, hereinafter referred to as "Fisher", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

1. That, by reference thereto, Fisher hereby incorporates and adopts each and every, the allegations named in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Second Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Fisher purchased lot #84 and home thereon, of Section 12 of Maryland City and did not require a mortgage but paid the full purchase price at the time of the settlement.

3. Fisher hereby acts on their own behalf and on behalf of such other members of the class of persons residing in Maryland City who are similarly affected by reason of having

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paid the full purchase price at the time of the settlement of their property, without the requirement of a mortgage.

WHEREFORE, the Plaintiffs pray this Honorable Court as follows:

a. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be temporarily enjoined from collecting from the homeowners of Maryland City, who are of the class described and to which the Plaintiffs Fisher belong, the charges which they refer to as sanitary facility charges, until further Order of this Court.

b. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be permanently enjoined from collecting from the homeowners of Maryland City, and particularly those who are in the class of homeowners similar to that of the Plaintiffs Fisher, charges which they refer to as sanitary facility charges.

c. That the Agreements, contracts, assignments and deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the Association and the members of the class of individuals living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be free and clear from the lien running with the land, to the end that the charges made and collected by the various Defendants from the members of the Plaintiff be not collected in the future and that the money that has already been collected

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be refunded and to the end that the cloud on the title be cleared.

d. That this Honorable Court award unto the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of the Association and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of the Association and each and every, the persons who belong to the class of individuals who will be affected by the outcome of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the costs of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs.

h. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

THIRD COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Herbert E. Hiles and Sheila Hiles, his wife, hereinafter referred to as "Hiles", by Martin Moncarz, their attorney, sue

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each and every, the Defendants named hereinabove, and for cause they say:

1. That by reference thereto, Hiles hereby incorporate and adopt each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Third Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Hiles purchased lot #39 and home thereon, of Section 14 of Maryland City and obtained a mortgage through the services of Weaver, which mortgage was guaranteed by the Veterans Administration.

3. Hiles hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of a mortgage which was guaranteed by the Veterans Administration.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That all the Defendants and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be temporarily enjoined from collecting from the homeowners of Maryland City who are of the class described and to which the Plaintiff Hiles belong, the charges which they refer to as sanitary facility charges, until further Order of this Court.

b. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corpocation and Section 14 Corporation be permanently enjoined from collecting from the homeowners of Maryland

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City, and particularly those who are in the class of homeowners similar to that of the Plaintiffs Hiles, charges which they refer to as sanitary facility charges.

c. That the Agreements, contracts, assignments and deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the Association and the members of the class of individuals living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be free and clear from lien running with the land, to the end that the charges made and collected by the various Defendants from the members of the Plaintiff be not collected in the future and that the money that has already been collected be refunded and to the end that the cloud on the title be cleared.

d. That this Honorable Court award unto the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiffs and each and every, the members of the Association and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of the Association and each and every, the persons who belong to the class of individuals who will be affected by the outcome of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of

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The costs of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section 1822, Title 38, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs.

i. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

FOURTH COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

William J. Racz and Marlene M. Racz, his wife, hereinafter referred to as "Racz", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

1. That, by reference thereto, Racz hereby incorporates and adopts each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Fourth Count of this Bill of

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Complaint, as said allegations may apply to this Court.

2. Racz purchased lot #49 and home thereon, of Section 13 of Maryland City and obtained a mortgage through the services of Weaver, which mortgage was guaranteed by the Federal Housing Administration.

3. Racz hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of a mortgage which was guaranteed by the Federal Housing Administration.

WHEREFORE, the Plaintiffs pray this Honorable Court as follows:

a. That all the Defendants and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be temporarily enjoined from collecting from the homeowners of Maryland City who are of the class described and to which the Plaintiff Racz belong, the charges which they refer to as sanitary facility charges, until further Order of this Court.

b. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be permanently enjoined from collecting from the homeowners of Maryland City, and particularly those who are in the class of homeowners similar to that of the Plaintiffs Racz, charges which they refer to as sanitary facilty charges.

c. That the Agreements, contracts, assignments and deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the Association and the members of the class of individuals

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living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be free and clear from lien running with the land, to the end the charges made and collected by the various Defendants from the members of the Plaintiff be not collected in the future and that the money that has already been collected be refunded and to the end that the cloud on the title be cleared.

d. That this Honorable Court award unto the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of the Association and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of the Association and each and every, the persons who belong to the class of individuals who will be affected by the outcome of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the costs of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the

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Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under the Federal Housing Administration and/or the Veterans Adminsitration as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular Defendant had received any part thereof.

h. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs.

i. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

FIFTH COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Richard M. Posey and Eileen E. Posey, his wife, hereinafter referred to as "Posey", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

1. That, by reference thereto, Posey hereby incorporates and adopts each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Fifth Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Posey purchased lot #26 and home thereon, of Section 12

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of Maryland City and obtained a mortgage through the services of Weaver.

3. Posey hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of a mortgage.

WHEREFORE, the Plaintiffs pray this Honorable Court as follows:

a. That all the Defendants and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be temporarily enjoined from collecting from the homeowners of Maryland City who are of the class described and to which the Plaintiff Posey belong, the charges which they refer to as sanitary facility charges, until further Order of this Court.

b. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be permanently enjoined from collecting from the homeowners of Maryland City, and particularly those who are in the class of homeowners similar to that of the Plaintiffs Posey, charges which they refer to as sanitary facility charges.

c. That the Agreements, contracts, assignments and deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the Association and the members of the class of individuals living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be free and

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clear from lien running with the land, to the end that the charges made and collected by the various Defendants from the members of the Plaintiff be not collected in the future and that the money that has already been collected be refunded and to the end that the cloud on the title be cleared.

d. That this Honorable Court award unto the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of the Association and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of the Association and each and every, the persons who belong to the class of individuals who will be affected by the outcome of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the costs of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs.

h. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

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SIXTH COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Kenneth A. Curry and Jeanne H. Curry, his wife, hereinafter referred to as "Curry", Plaintiffs; by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

1. That, by reference thereto, Curry hereby incorporates and adopts each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Sixth Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Curry purchased lot #3 and home thereon, of Section 14 of Maryland City from Thomas G. Schrecengost and Judy E. Schrecengost, his wife, who had purchased that lot and home from the original builder and who assigned all their right, title and interest, by way of an assignment of the lot and the mortgage, unto Curry, who assumed the existing mortgage which had originally been provided by Weaver and had been and continues to be secured by the Federal Housing Administration.

3. Curry hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of an assignment of a mortgage which was guaranteed by an agency of the United States Government.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That all the Defendants and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, and Section 14 Corporation be temporarily enjoined from collecting from the homeowners of Maryland City who are of the class described and to which the Plaintiff Curry be-

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long, the charges which they refer to as sanitary facility charges, until further Order of this Court.

b. That all the Defendants, and particularly Weaver, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation be permanently enjoined from collecting from the homeowners of Maryland City, and particularly those who are in the class of homeowners similar to that of the Plaintiffs Curry, charges which they refer to as sanitary facility charges.

c. That the Agreements, contracts, assignments and deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the Association and the members of the class of individuals living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be free and clear from lien running with the land, to the end that the charges made and collected by the various Defendants from the members of the Plaintiff be not collected in the future and that the money that has already been collected be refunded and to the end that the cloud on the title be cleared.

d. That this Honorable Court award unto the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of the Association and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of the Association and each and every, the persons who belong to the class of individuals who will be affected by the outcome of

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this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the costs of the construction, erection, and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That this Honorable Court declare that the Defendants knowingly made, affected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under the Federal Housing Administration and/or the Veterans Administration as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover amount of such excess of said consideration, irrespective of whether such particular Defendant had received any part thereof.

h. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs.

i. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

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BOOK 196 PAGE 702

HOMEOWNERS PROTECTIVE ASSOCIATION
SECTIONS 12, 13 and 14 of MARYLAND CITY

BY: Paul C Walker
PAUL C. WALKER, CHAIRMAN

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SHEILA HILES

William J. Racz
WILLIAM J. RACZ

Marlene M. Racz
MARLENE M. RACZ

Richard M. Posey
RICHARD M. POSEY P.F. (E.E.P.)

Eileen E. Posey
EILEEN E. POSEY

Kenneth A. Curry
KENNETH A. CURRY

Jeanne H. Curry
JEANNE H. CURRY

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BOOK 196 PAGE 703

HOMEOWNERS PROTECTIVE	*	IN THE
ASSOCIATION, etc.		
Plaintiffs	*	CIRCUIT COURT
-vs-	*	FOR
WEAVER BROS., INC. OF	*	ANNE ARUNDEL COUNTY
MARYLAND, etc.	*	IN EQUITY
Defendants	*	No. 20,674

* * * * * * *

SHOW CAUSE ORDER

ORDERED by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, this 24th day of December, 1971, that the Defendants herein, each of them, show cause on or before the 17th day of JANUARY, 1972, why the preliminary injunctive relief, as prayed, should not be granted, provided that a copy of the Bill of Complaint and of this Order be served on each of said Defendants on or before the 7th day of JANUARY, 1972.

E. Mackall Gutlda

JUDGE, CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

LAW OFFICES OF
Martin Moucare
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

BOOK 196 PAGE 704

HOMEOWNERS PROTECTIVE ASSOCIATION, ETC.	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
-vs-		ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, ETC.	*	IN EQUITY
	*	
Defendants	*	
	*	
	*	
	*	Docket:
		Folio:
		File No.:

* * * * * *

INTERROGATORIES

PROPOUNDED PURSUANT TO MARYLAND RULES

TO: W. DOUGLAS BUTTNER, one of the Defendants

BY: HOMEOWNERS PROTECTIVE ASSOCIATION, Section 12, 13 and 14 of Maryland City, one of the Plaintiffs

You are required to answer the following Interrogatories:

a. These Interrogatories are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.

b. Where the name or identity of a person is requested, please state full name, home address and also business address indicating, as to each, which address it is.

c. Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances of the occurrence mentioned or complained of in the pleadings.

d. Where knowledge or information or possession of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys.

e. The pronoun "you" refers to the party to whom these Interrogatories are addressed, and the person mentioned in paragraph (d).

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1. State your full name, social security number, date of birth and your present home and business address.

2. State the name and address of each of your employers in the past ten years, indicating, as to each such employers, your job, salary and duties, from time to time, as they might have changed while you were in the employment of each such employer.

3. Give the exact or approximate date when the individuals representing or who formed Washington Development Corporation and you, or some other representative of Weaver Brothers, Inc. of Maryland, first contacted each other (indicating who first communicated with the other) to arrange the take-over of Maryland City by Washington Development Corporation, for the purpose of completing the development with financing to be provided by Weaver Brothers, Inc. of Maryland.

4. What was your purpose in forming or becoming a party to the formation of the Corporations known as Section 12A Corporation Section 12B Corporation, Section 13 Corporation and Section 14 Corporation.

5. State in detail your part and contact both directly and through others, prior to, during and after the take-over by Washington Development Corporation of the development of Sections 10, 11, 12, 13 and 14 of Maryland City, with particular attention to your actions in the negotiations with Anne Arundel County, leading to the various agreements which resulted in the erection and installation by Washington Development Corporation, of the sanitary facilities (water and sewage), and state how and where Washington Development Corporation obtained the funds to finance the project, the exact amount obtained by Washington from each source known to you, the dates when the funds were supplied, the amounts supplied on each such date and the purpose for which the money was to have been used, if specified.

6. State in detail your part and contacts, both directly and through others, in the arrangement of the financing of the various mortgages obtained by the various named Plaintiffs and by the unnamed Plaintiffs who are members of the class of individuals who purchased their properties in Sections 10, 11, 12, 13 and 14 of Maryland City.

7. Attach hereto a copy of each Agreement between Anne Arundel County or the Sanitary Commission of Anne Arundel County and Maryland City, covering Sections 10, 11, 12, 13 and 14 of Maryland City pertaining to the erection of the sanitary facilities or, in the alternative, state fully the terms of each such Agreement.

8. Give the name and address of each of the attorneys engaged by each Defendant, and, as to each such attorney, the part that he had in the creation of the various corporations who are Defendants herein and in the drawing of the various agreements, indicating which, as to each, and in the protection of the interests of each of the Defendants herein, in the dealings by each Defendant, with each Plaintiff or between one Defendant and another, pertaining to the sanitary facilities erected for Maryland City, particularly such as were erected for Sections 10, 11, 12, 13 and 14 of Maryland and pertaining to the sale and to

LAW OFFICES OF
Martin Moncure
16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
760-5000

the settlement of the lots and houses in Sections 10, 11, 12, 13 and 14 of Maryland City.

9. State the manner in which the front foot charges for each lot owner were determined, naming the person or persons finally making the decision and on whose behalf the named person or persons was or were acting in doing so.

10. Please explain the reasons for the difference between the front foot charges or assessments made to the lot owners in Sections 12, 13 and 14, if any, as opposed to those made to lot owners in Sections 1 through 11 inclusive. Give a detailed explanation, showing all the numbers and the arithmetic necessary for a layman to understand this.

11. How much of the front foot charges made to the owners of lots in Sections 12, 13 and 14 of Maryland City is applicable to the repayment of the principal and what portion thereof is applicable to the payment of interest, during each of the years when such money has been, is and will be payable by the individual lot owners to the Defendants herein.

12. Give the total sum of money which the Defendants expect to collect from all of the lot owners in Sections 12, 13 and 14 of Maryland City as front foot charges for the sanitary facilities.

13. What was the total cost of erection of the sanitary facilities for Sections 12, 13 and 14 of Maryland City and give details of said costs. State how much of said original costs would apply per front foot.

14. State the total sum of money the individual lot owner in Sections 12, 13 and 14 is obligated to pay, per front foot, to satisfy the Defendant's liens pertaining to the sanitary facilities.

15. Show how the Corporations who now hold the rights to collect the front foot charge for the sanitary facilities have acquired such rights and, if they expended any sums of money for this purpose, give the names and addresses of each person or corporation who has paid, lent or contributed money to the Corporations to enable them to acquire their rights.

16. Name the person or corporation who ultimately winds up with the money collected from the individual lot owners under the purported powers to collect the front foot assessment for the installation of the sanitary facilities. Does this money wind up in the hands of Weaver Brothers, Inc. of Maryland?

17. State the exact amount and the date of each payment made by Washington to Weaver in repayment of the money advanced by Weaver to Washington for the purpose of erecting and installing the sanitary facilities in Sections 12, 13 and 14 of Maryland City.

18. Name the builder who erected and installed the sanitary facilities in each of the 14 Sections of Maryland City, the number of houses in each Section, the cost, per Section, for this work, and the sum of money paid, during the years from 1967 through 1970, inclusive, by the homeowners, in each section, separately, per front foot, for these installations.

LAW OFFICES OF
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16 CRAIN HIGHWAY, N. W.
GLEN BURNIE, MD. 21061
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MARTIN MONCARZ
Sixteen Crain Highway, N.W.
Glen Burnie, Maryland 21061
Attorney for Plaintiffs

BOOK 196 PAGE 707

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

HOMEOWNERS PROTECTIVE ASSN. :
Sections 12, 13 and 14 of
MARYLAND CITY, et al

:

Plaintiffs

- VS- :

WEAVER BROS., INC. OF MARYLAND Equity No. 20,674
a body corporate, et al :

Defendants

:

D-E-M-U-R-R-E-R

Comes now one of the Defendants, Bowie Realty Company, Inc., by its attorney, Gerald Kunes, and to the Bill of Complaint filed herein demurs in that

1. The Bill of Complaint does not state a cause of action against the Defendant, Bowie Realty Company, Inc.

2. That so much of the Bill of Complaint which may relate to parties other than the Sellers and Mortgagees is bad in substance and insufficient in law.

Gerald Kunes
Attorney for Bowie Realty Co.,Inc.
701 Washington Blvd.
Laurel, Md 20810
725-0300

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of January, 1972, a copyof the aforegoing Demurrer was mailed postage prepaid, to Martin Moncarz, Esquire, 16 Crain Highway, NW, Glen Burnie, Md. 21061; and to Weaver Brothers, Inc., c/o W. D. Buttner, 100 St. Paul St., Baltimore, Md. 21202.

Gerald Kunes

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HOMEOWNERS PROTECTIVE ASSOCIATION, ET AL.	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
WEAVER BROTHERS, INC., ET AL.	*	
DEFENDANTS	*	NO. 20,674 EQUITY

* * * * * * * * * *

RESPONSE OF JOSEPH W. ALTON, JR.,
TO SHOW CAUSE ORDER

Joseph W. Alton, Jr., by Paul F. Borden, County Solicitor, and John M. Court, Assistant County Solicitor, his attorneys, comes in response to the Show Cause Order entered in the captioned proceeding the 24th day of December, 1971, and demurs to the same for the reasons set forth below and further submits a motion to strike the scandalous allegations made as to this Defendant in the said pleading, which is defective by reason of lack of proper specification as to the alleged conspiracy therein referred to:

1. It is immaterial to this Defendant whether the temporary relief prayed for in paragraph a of the prayer of Counts 1, 2, 3, 4, 5 and 6 be granted since this Defendant has no knowledge of and no interest in the charges alleged to be collected from the Plaintiffs and identified as "sanitary facility charges".

2. This Defendant has had conducted a title search of the properties as to which "liens" for "sanitary facility charges" are alleged to be recorded against the properties involved and is advised, and so believes, that the record reveals no such liens and, accordingly, prays that this Court put the Plaintiffs upon notice to produce the specific identity in the Land Records of Anne Arundel County of the liens referred to, since this Court is powerless to waive the same, temporarily or otherwise, without more explicit identification.

MOTION TO STRIKE

Your aforesaid Defendant respectfully prays this Court to strike,

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pursuant to the provisions of Rule 322 of the Maryland Rules of Procedure, the scandalous allegations contained in the Bill of Complaint as to said Defendant, namely paragraph "6" in the first count, that this Defendant "conspired to defraud Plaintiff". Since the said allegation is so ambiguously worded that it is impossible to identify who is accused of conspiring to do what to whom, when,where or why, the said paragraph "6" should be stricken in its entirety as constituting a criminal indictment too vague and ambiguous to permit defensive pleading.

Wherefore, your Defendant, Joseph W. Alton, Jr., respectfully prays that he be dismissed from this suit with prejudice to the Plaintiffs.

JOSEPH W. ALTON, JR.

By: _____
Paul F. Borden
County Solicitor

_____
John M. Court
Assistant County Solicitor
Office of Law
Arundel Center
Calvert Street
Annapolis, Maryland 21404
263-3032

I HEREBY CERTIFY that on this 10th day of January, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Paul F. Borden and John M. Court, who are authorized to cause this action to be brought, and made oath in due form of law on behalf of Anne Arundel County, Maryland, that the matters and facts set forth in the foregoing Response are true to the best of their knowledge, information and belief.

_____
Nina J. Frey, Notary Public

My commission expires
July 1, 1974.

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I HEREBY CERTIFY that on this10th day of January, 1972, a copy of the foregoing Response was mailed to Martin Moncarz, Esq. 16 Crain Highway, N. W., Glen Burnie, Maryland 21061, attorney for Plaintiffs.

John M Court

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BOOK 196 PAGE 711

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 and 14 of MARYLAND CITY, et al.,	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
	:	ANNE ARUNDEL
v.	:	COUNTY
	:	
WEAVER BROS. INC. OF MARYLAND, et al.,	:	In Equity
	:	No. 20674
Defendants	:	

MOTION OF THE TITLE GUARANTEE COMPANY AND MARYLAND ESCROW, INC., TWO OF THE DEFENDANTS FOR AN EXTENSION OF TIME TO ANSWER THE SHOW CAUSE ORDER

Now come The Title Guarantee Company, erroneously named as American General Insurance Company, and Maryland Escrow, Inc., two of the Defendants named in the above-captioned case, by their attorneys, Richard W. Case, Joseph M. Roulhac and Smith, Somerville & Case, and move that the time for answering or otherwise moving in response to the Show Cause Order issued in this case on December 24, 1971, be extended pursuant to Rule 309b of the Maryland Rules of Procedure until such time as all of the other named Defendants have been served and are required to plead to the Bill of Complaint filed herein, and as good cause for such extension, say:

1. Although these Defendants were properly served with the Bill of Complaint and the Show Cause attached thereto prior to January 7, 1972, a number of the other Defendants were not so served and provided a copy of the Bill of Complaint and Order prior to January 7, 1972, as required in such Order.

2. The preliminary injunctive relief prayed in the Bill of Complaint to which the Show Cause Order is directed seeks

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to prohibit the collection of certain charges from the Plaintiffs, but these Defendants are not alleged to have, nor do they in fact have, any right to collect such charges from the Plaintiffs, so that the relief sought, if granted, could not be granted properly against these Defendants.

3. Because of the length of the Bill of Complaint and the numerous allegations contained therein, it would be prejudicial to require these Defendants to answer the Bill of Complaint completely, including affirmative defenses and motions which may be appropriate, within the 10 day period allowed by the Show Cause Order.

Richard W. Case
Richard W. Case

Joseph M. Roulhac
Joseph M. Roulhac

Smith, Somerville & Case
Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Defendants, The Title Guarantee Company and Maryland Escrow, Inc.

I HEREBY CERTIFY that on this 14th day of January, 1972, I mailed a copy of the Motion for an Extension of Time, Memorandum of Points and Authorities and Order to Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, Attorney for the Plaintiffs, and to all other named Defendants or their attorneys of record.

Joseph M. Roulhac
Joseph M. Roulhac

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BOOK 196 PAGE 713

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 and 14 of MARYLAND CITY, et al.,	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
	:	ANNE ARUNDEL
v.	:	COUNTY
	:	
WEAVER BROS. INC. OF MARYLAND, et al.,	:	In Equity
	:	No. 20674
Defendants	:	

MEMORANDUM OF POINTS AND AUTHORITIES
IN SUPPORT OF MOTION FOR EXTENSION OF TIME

The following is submitted pursuant to Rule 319 of the Maryland Rules of Procedure in support of the Motion of the Defendants, The Title Guarantee Company and Maryland Escrow, Inc., for an extension of time to answer or otherwise move in response to the Show Cause Order filed herein:

1. Rule 309b of the Maryland Rules of Procedure provides that for good cause shown the court may at any time by order extend the time for filing any pleading.

2. The reasons for such extension of time are set forth in the accompanying motion.

Richard W. Case

Joseph M. Roulhac

Smith, Somerville & Case

Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Defendants, The Title Guarantee Company and Maryland Escrow, Inc.

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HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 and 14 of MARYLAND CITY, et al.,	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
	:	ANNE ARUNDEL
v.	:	COUNTY
	:	
WEAVER BROS. INC. OF MARYLAND, et al.,	:	In Equity
	:	No. 20674
Defendants	:	

ORDER

Upon the foregoing motion and for the reasons stated therein, it is this 17th day of January, 1972, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity,

ORDERED, that the time within which the Defendants, The Title Guarantee Company and Maryland Escrow, Inc., shall answer or otherwise move in response to the Bill of Complaint and Show Cause Order heretofore filed against them in these proceedings, be and it is hereby extended until the same time as all the other Defendants named herein are required to answer after having been served with a copy of the Bill of Complaint.

E. Mackall Childs
JUDGE

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BOOK 196 PAGE 715

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Sitting as a Court of Equity

HOMEOWNERS PROTECTIVE ASSOCIATION Sections 12, 13 and 14 of MARYLAND CITY, et al

Plaintiffs

vs.

WEAVER BROS. INC. OF MARYLAND et al

Defendants

: Equity No. 20,674

DEMAND FOR PRODUCTION OF WRITTEN INSTRUMENT

The defendant, Hugh T. Peck Properties, Inc. a Maryland Corporation, by James F. FitzGerald, pursuant to the provisions of Rule 326 of the Maryland Rules of Procedure demands that the Plaintiffs, Homeowners Protective Association, Sections 12, 13 and 14 of Maryland City and K. Louis Fisher and Diane R. Fisher, his wife and Herbert Hiles and Sheila Hiles, his wife and William J. Racz and Marlene M. Racz and Richard M. Posey and Eileen Posey, his wife and Kenneth A. Curry and Jeanne H. Curry his wife, produce the written instruments or true orphotostatic copies thereof upon which their cause of action is based and referred to in their declaration as follows:

1. The agreement between the defendant County and the defendant Washington, dated January 26, 1966 and referred to Count One, paragraph 7, of the said Bill of Complaint.

2. The agreement between the defendant County and the defendant Washington dated May 18, 1966 and referred to Count One paragraph 8,of the said Bill of Complaint.

3. The papers, agreements, contracts, assignments, deeds, etc. referred to in Count One, paragraph 10 of the said Bill of Complaint.

4. The contract and deed of the Plaintiffs, Fisher referred to in Second Count, paragraph 2, of the said Bill of Complaint.

5. The contract and deed of the Plaintiffs, Hiles referred to in the Third Count, paragraph 2 of the Bill of Complaint.

6. The contract and deed of the Plaintiffs, Racz referred to in Fourth Count, paragraph 2 of the Bill of Complaint

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JAMES F. FITZGERALD
ATTORNEY AT LAW
850 SLIGO AVENUE
SILVER SPRING, MD. 20910
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7. The contract and deed of the Plaintiffs, Posey referred to in Fifth Count, paragraph 2 of the said Bill of Complaint.

8. The contract and deed of the Plaintiffs, Curry referred, to in Sixth Count, paragraph 2 of the said Bill of Cmplaint.

James F. FitzGerald
Attorney for the Defendants
Hugh T. Peck Properties, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12 day of January A. D. 1972 a copy of the foregoing Demand for Production of Written Instruments was mailed postage prepaid to Martin Moncarz, 16 Crain Highway, N.W. Glen Burnie, Maryland 21061, attorney for the Plaintiffs and to Weaver Bros, Inc. of Md., 100 St. Paul Street, Baltimore Maryland, 21202 and S.H. Tinley Jr. 100 St. Paul Street, Baltimore, Maryland 21202 and to Joseph W. Alton Jr. County Executive for Anne Arundel County, Annapolis, Maryland 21404, Washington Development Corp. 1700 One Charles Center, Baltimore Maryland 21201 and to Richard W. Case, 1700 One Charles Center, Baltimore Maryland 21201, and to State Department of Assessment and Taxation of Md., 301 ' West Preston Street, Baltimore, Maryland 21201 and to Section 12 A. Corporation c/o Weaver Bros. Inc. of Maryland, 100 St. Paul ST. Baltimore, Maryland 21202 and to W. D. Buttner, 100 St. Paul Street, Baltimore, Maryland 21202 and to Section 12 B. Corporation c/o Weaver Bros,Inc. of Maryland100 St. Paul Street, Baltimore, Maryland and W. D. Buttner, 100 St. Paul Street, Baltimore, Maryland 21202 and Section 13 Corporation, c/o Weaver Bros Inc. of Maryland, 100 St. Paul Street, Baltimore, Maryland 21202, and to Section 14 Corporation c/o Weaver Bros, Inc. of Maryland 100 St. Paul Street Baltimore, Maryland 21202, andto The Title Guarantee Company,American General Insurance Co. St. Paul & Lexington Streets,Baltimore, Maryland, Frederick R. Buck, St. Paul & Lexington Streets, Baltimore, Maryland, and Maryland Escrow, Inc. St. Paul & Lexington Streets, Baltimore Maryland 21202 and to Joseph S. Knapp, Jr. St. Paul & Lexington Sts

JAMES F. FITZGERALD
ATTORNEY AT LAW
850 SLIGO AVENUE
SILVER SPRING, MD. 20910
588-6133

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Baltimore, Maryland 21202 and to P. G. Melbourne Real Estate, Inc. 699 Washington Boulevard, Laurel, Maryland 20810 and to Audrey E. Melbourne, 699, Washington Street, Laurel Maryland 20810, and to Bowie Realty Co, Inc. Rt. #1 Box 111-B, Laurel, Maryland 20810, and Gerald Kunes, 701 Washington Blvd, Laurel, Maryland 20810 and Sidney H. Tinley, Jr. 100 St. Paul Street, Baltimore, Maryland 21202 andW. Douglas Buttner, 100 St. Paul Street, Baltimore, ;Maryland 21202 add to E. Catherine Byrne, 100 St. Paul Street, Baltimore, Maryland 21202.

James F. FitzGerald
Attorney for Hugh T. Peck Properties Inc.

JAMES F. FITZGERALD
ATTORNEY AT LAW
850 SLIGO AVENUE
SILVER SPRING, MD. 20910

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BOOK 196 PAGE 718

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 AND 14 OF MARYLAND CITY, ET AL	:	IN THE
Plaintiffs	:	CIRCUIT COURT
VS.	:	FOR
WEAVER BROS., INC. OF MARYLAND, ET AL	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 20,674 EQUITY

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

DEMURRER TO BILL OF COMPLAINT

The Defendant, P. G. Melbourne Real Estate, Inc., by its attorney, Benjamin Michaelson, Jr., demurs to the Declaration and to each count thereof because:

1. The Bill of Complaint does not state a cause of action against the Defendant, P. G. Melbourne Real Estate, Inc.

2. The Bill of Complaint is bad in substance and insufficient in law as to the Defendant, P. G. Melbourne Real Estate, Inc., in that it is too ambiguous to identify which Defendant is accused of conspiring to do what, and how and when this Defendant caused any of the Plaintiffs to be harmed and to what extent, if any, making it impossible to responsively plead to the allegations in each of the paragraphs thereof, as required by Maryland Rule 372.

Points and Authorities

Maryland Rules of Procedure, Rules 345, 370a2 and 372.

BENJAMIN MICHAELSON, JR.
ATTORNEY AT LAW
168 MAIN STREET
ANNAPOLIS, MARYLAND
21404

Benjamin Michaelson, Jr.
168 Main Street
Annapolis, Maryland 21404
Telephone: 267-8178
Attorney for Defendant, P. G. Melbourne Real Estate, Inc.

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 14th day of February, 1972, I mailed a copy of the foregoing Demurrer to Martin Moncarz, 16 Crain Highway, N.W., Glen Burnie, Maryland, 21061, Attorney for Plaintiffs, and to all other named Defendants or their attorneys of record.

Benjamin Michaelson, Jr.
Attorney for Defendant, P. G. Melbourne
Real Estate, Inc.

BENJAMIN MICHAELSON, JR.
ATTORNEY AT LAW
168 MAIN STREET
ANNAPOLIS, MARYLAND
21404

JMR:alr
2-18-72

BOOK 196 PAGE 720

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
v.	:	FOR
WEAVER BROS. INC. OF MARYLAND, et al.,	:	ANNE ARUNDEL COUNTY
Defendants	:	Equity No. 20674

ANSWER OF DEFENDANT,
WEAVER BROS. INC. OF MARYLAND

Now comes one of the Defendants, Weaver Bros. Inc. of Maryland, hereinafter referred to as "Weaver", by its attorneys, Richard W. Case, Joseph M. Roulhac and Smith, Somerville & Case, in answer to the Bill of Complaint heretofore filed against it in the above-captioned case, respectfully states as follows:

FIRST COUNT

1. Weaver has no knowledge of the allegation contained in paragraph 1, but demands strict proof thereof.

2. Weaver has no knowledge of the allegations contained in paragraph 2, but demands strict proof thereof, and except that Weaver denies that there has been any illegal imposition of charges to recover the cost of the building of any sanitary facilities.

3. Weaver has no knowledge of the allegations contained in paragraph 3, but demands strict proof thereof.

4. Weaver has no knowledge of the allegations contained in paragraph 4, but demands strict proof thereof.

5. Weaver has no knowledge of the allegations contained in paragraph 5, but demands strict proof thereof.

6. Weaver denies each and every allegation contained in paragraph 6.

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7. Weaver, in answer to the allegations contained in paragraph 7, admits that a certain agreement was made between Anne Arundel County and Washington Development Corporation concerning the installation of water and sewer lines in Section 14 of Maryland City, but Weaver states that such agreement was dated March 2, 1966, and speaks for itself.

8. Weaver, in answer to the allegations contained in paragraph 8, admits that a certain agreement dated May 18, 1966, was made between Anne Arundel County and Washington Development Corporation concerning the installation of water and sewer lines in Sections 13 and 14 of Maryland City, but Weaver states that such agreement speaks for itself.

9. Weaver, in answer to the allegations contained in paragraph 9, admits that certain of its officers named as co-defendants in this action were instrumental in creating the subsidiary corporations of Weaver known as Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation, and that the charters of such corporations were duly recorded with the Maryland State Department of Assessments and Taxation on the dates alleged. Weaver denies each and every other allegation contained in paragraph 9.

10. Weaver denies each and every allegation contained in paragraph 10.

11. Weaver denies each and every allegation contained in paragraph 11.

SECOND COUNT

1. Weaver, by reference thereto, hereby incorporates and adopts each paragraph of its answer to the First Count as the same may apply to this Second Count, and prays that the same be taken as if fully set forth in this Second Count.

2. Weaver has no knowledge of the allegations contained in paragraph 2, but demands strict proof thereof.

3. Weaver has no knowledge of the allegations contained in paragraph 3, but demands strict proof thereof.

THIRD COUNT

1. Weaver, by reference thereto, hereby incorporates and adopts each paragraph of its answer to the First Count as the same may apply to this Third Count, and prays that the same be taken as if fully set forth in this Third Count.

2. Weaver neither admits nor denies the allegations contained in paragraph 2, but demands strict proof thereof.

3. Weaver has no knowledge of the allegations contained in paragraph 3, but demands strict proof thereof.

FOURTH COUNT

1. Weaver, by reference thereto, hereby incorporates and adopts each paragraph of its answer to the First Count as the same may apply to this Fourth Count, and prays that the same be taken as if fully set forth in this Fourth Count.

2. Weaver neither admits nor denies the allegations contained in paragraph 2, but demands strict proof thereof.

3. Weaver has no knowledge of the allegations contained in paragraph 3, but demands strict proof thereof.

FIFTH COUNT

1. Weaver, by reference thereto, hereby incorporates and adopts each paragraph of its answer to the First Count as the same may apply to this Fifth Count, and prays that the same be taken as if fully set forth in this Fifth Count.

2. Weaver neither admits nor denies the allegations contained in paragraph 2, but demands strict proof thereof.

3. Weaver has no knowledge of the allegations contained in paragraph 3, but demands strict proof thereof.

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SIXTH COUNT

1. Weaver, by reference thereto, hereby incorporates and adopts each paragraph of its answer to the First Count as the same may apply to this Sixth Count, and prays that the same be taken as if fully set forth in this Sixth Count.

2. Weaver neither admits nor denies the allegations contained in paragraph 2, but demands strict proof thereof.

3. Weaver has no knowledge of the allegations contained in paragraph 3, but demands strict proof thereof.

ANSWERING FURTHER, Weaver states:

A. The claims alleged in the Bill of Complaint are stale and barred by laches.

B. The Plaintiffs are estopped to claim that they had no knowledge of the existence of the sanitary facilities charges, by reason of the facts that (i) such charges were imposed by means of deeds duly recorded among the land records of Anne Arundel County, and (ii) each grantee from Washington Development Corporation in Sections 12, 13 and 14 of Maryland City executed a deed specifically referring to the sanitary facilities charge on the lot being conveyed and which deed set forth the amount of such annual charge.

C. The imposition of the sanitary facilities charges on the lots in Sections 12, 13 and 14 of Maryland City took place only after Weaver and Washington Development Corporation had been informed by appropriate authorities in Anne Arundel County that the County would not install the water and sewer lines in the above sections of Maryland City at the expense of the County, which had been the normal practice theretofore, and as had been done in the sections of Maryland City developed prior to Sections 12, 13 and 14. Faced with an unexpected increase in the cost of development for which no provisions had been made, Washington Development Corporation requested from Weaver and was granted a

loan in an amount sufficient to construct such water and sewer lines, which, upon completion, were to become the property of Anne Arundel County at no expense to the County. As security for the loan which Weaver advanced to Washington Development Corporation, the latter agreed to, and did in fact create valid covenants running with the land imposing an obligation on the lots in Sections 12, 13 and 14 of Maryland City to pay an annual charge for 30 years, which payments would be made to Weaver's subsidiary corporations to amortize Washington Development Corporation's debt to Weaver. The imposition of said charges on these lots was and has been a matter of public record since 1966 and the applicable charge was specifically set forth in each deed conveying the lots in these sections to purchasers from Washington Development Corporation. Because of the refusal of Anne Arundel County to install the said water and sewer lines Weaver, as the party furnishing the construction funds for the completion of the Maryland City project, was faced with an emergency situation. The imposition of these charges on the affected lots was the only practical method to recover this unexpected expense, and was for this purpose only.

WHEREFORE, having fully answered, this Defendant prays that the Bill of Complaint heretofore filed against it be dismissed and that it have its costs incurred.

Richard W. Case
Richard W. Case

Joseph M. Roulhac
Joseph M. Roulhac

Smith, Somerville & Case
Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Defendant, Weaver Bros. Inc. of Maryland

I HEREBY CERTIFY that on the 18th day of February, 1972, copies of the foregoing answer were mailed to the following: Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for Plaintiffs; John M. Court, Esquire, Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for Joseph W. Alton, Jr.; Benjamin Michaelson, Jr., Esquire, 168 Main Street, Annapolis, Maryland 21404, attorney for P. G. Melbourne Real Estate, Inc.; James F. Fitzgerald, Esquire, 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for Hugh T. Peck Properties, Inc.; Gerald Kunes, Esquire, 701 Washington Boulevard, Laurel, Maryland 20810, attorney for Bowie Realty Company, Inc.; William B. Russell, 227 Easton South, Laurel, Maryland 20810, representative of Washington Development Corporation.

Joseph M. Roulhac

Joseph M. Roulhac

JMR:alr
2-18-72

BOOK 196 PAGE 726

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
v.	:	FOR
WEAVER BROS. INC. OF MARYLAND, et al.,	:	ANNE ARUNDEL COUNTY
Defendants	:	Equity No. 20674

ANSWER OF DEFENDANTS, SECTION 12-A CORPORATION, SECTION 12-B CORPORATION, SECTION 13 CORPORATION AND SECTION 14 CORPORATION

Now come four of the Defendants, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation, hereinafter referred to as "the Corporations", by their attorneys, Richard W. Case, Joseph M. Roulhac and Smith, Somerville & Case, in answer to the Bill of Complaint heretofore filed against them in the above-captioned case, respectfully state as follows:

FIRST COUNT

1. The Corporations have no knowledge of the allegation contained in paragraph 1, but demand strict proof thereof.

2. The Corporations have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof, and except that the Corporations deny that there has been any illegal imposition of charges to recover the cost of the building of any sanitary facilities.

3. The Corporations have no knowledge of the allegation contained in paragraph 3, but demand strict proof thereof.

4. The Corporations have no knowledge of the allegation contained in paragraph 4, but demand strict proof thereof.

5. The Corporations have no knowledge of the allegation contained in paragraph 5, but demand strict proof thereof.

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6. The Corporations deny each and every allegation contained in paragraph 6.

7. The Corporations, in answer to the allegations contained in paragraph 7, admit that a certain agreement was made between Anne Arundel County and Washington Development Corporation concerning the installation of water and sewer lines in Section 14 of Maryland City, but the Corporations state that such agreement was dated March 2, 1966, and speaks for itself.

8. The Corporations, in answer to the allegations contained in paragraph 8, admit that a certain agreement dated May 18, 1966, was made between Anne Arundel County and Washington Development Corporation concerning the installation of water and sewer lines in Section 13 and 14 of Maryland City, but the Corporations state that such agreement speaks for itself.

9. The Corporations, in answer to the allegations contained in paragraph 9, admit that certain officers of Weaver Bros. Inc. of Maryland, named as co-defendants in this action, were instrumental in creating the Corporations as subsidiaries of Weaver Bros. Inc. of Maryland, and that the charters of the Corporations were duly recorded with the Maryland State Department of Assessments and Taxation on the dates alleged. The Corporations deny each and every other allegation contained in paragraph 9.

10. The Corporations deny each and every allegation contained in paragraph 10.

11. The Corporations deny each and every allegation contained in paragraph 11.

SECOND COUNT

1. The Corporations, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Second Count, and pray that the same be taken as if fully set forth in this Second Count.

2. The Corporations have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. The Corporations have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

THIRD COUNT

1. The Corporations, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Third Count, and pray that the same be taken as if fully set forth in this Third Count.

2. The Corporations neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. The Corporations have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

FOURTH COUNT

1. The Corporations, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Fourth Count, and pray that the same be taken as if fully set forth in this Fourth Count.

2. The Corporations neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. The Corporations have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

FIFTH COUNT

1. The Corporations, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Fifth Count, and pray that the same be taken as if fully set forth in this Fifth Count.

2. The Corporations neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

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3. The Corporations have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

SIXTH COUNT

1. The Corporations, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Sixth Count, and pray that the same be taken as if fully set forth in this Sixth Count.

2. The Corporations neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. The Corporations have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

ANSWERING FURTHER, the Corporations state:

A. The claims alleged in the Bill of Complaint are stale and barred by laches.

B. The Plaintiffs are estopped to claim that they had no knowledge of the existence of the sanitary facilities charges, by reason of the facts that (1) such charges were imposed by means of deeds duly recorded among the land records of Anne Arundel County, and (ii) each grantee from Washington Development Corporation in Sections 12, 13 and 14 of Maryland City executed a deed specifically referring to the sanitary facilities charge on the lot being conveyed and which deed set forth the amount of such annual charge.

WHEREFORE, having fully answered, these Defendants pray that the Bill of Complaint heretofore filed against them be dismissed and that they have their costs incurred.

Richard W. Case

Richard W. Case

Joseph M. Roulhac

Joseph M. Roulhac

50

BOOK 196 PAGE 730

Smith, Somerville & Case

Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Defendants, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation

I HEREBY CERTIFY that on the 18th day of February, 1972, copies of the foregoing answer were mailed to the following: Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for Plaintiffs; John M. Court, Esquire, Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for Joseph W. Alton, Jr.; Benjamin Michaelson, Jr., Esquire, 168 Main Street, Annapolis, Maryland 21404, attorney for P. G. Melbourne Real Estate, Inc.; James F. Fitzgerald, Esquire, 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for Hugh T. Peck Properties, Inc.; Gerald Kunes, Esquire, 701 Washington Boulevard, Laurel, Maryland 20810, attorney for Bowie Realty Company, Inc.; William B. Russell, 227 Easton South, Laurel, Maryland 20810, representative of Washington Development Corporation.

Joseph M. Roulhac

Joseph M. Roulhac

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JMR:alr
2-18-72

BOOK 196 PAGE 731

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
v.	:	FOR
WEAVER BROS. INC. OF MARYLAND, et al.,	:	ANNE ARUNDEL COUNTY
Defendants	:	Equity No. 20674

: : : : : : : : :

ANSWER OF DEFENDANTS, THE TITLE GUARANTEE COMPANY AND MARYLAND ESCROW, INC.

Now come two of the Defendants, The Title Guarantee Company, erroneously named as American General Insurance Company ("Title Company") and Maryland Escrow, Inc. ("Escrow"), by their attorneys, Richard W. Case, Joseph M. Roulhac and Smith, Somerville and Case, in answer to the Bill of Complaint heretofore filed against them in the above-captioned case, respectfully state as follows:

FIRST COUNT

1. Title Company and Escrow have no knowledge of the allegation contained in paragraph 1, but demand strict proof thereof.

2. Title Company and Escrow have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof, and except that Title Company and Escrow deny that there has been any illegal imposition of charges to recover the cost of the building of any sanitary facilities.

3. Title Company and Escrow have no knowledge of the allegation contained in paragraph 3, but demand strict proof thereof.

4. Title Company and Escrow have no knowledge of the allegation contained in paragraph 4, but demand strict proof thereof.

5. Title Company and Escrow have no knowledge of the allegation contained in paragraph 5, and demand strict proof thereof.

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6. Title Company and Escrow deny each and every allegation contained in paragraph 6.

7. Title Company and Escrow have no knowledge of the allegations contained in paragraph 7, but demand strict proof thereof.

8. Title Company and Escrow have no knowledge of the allegations contained in paragraph 8, but demand strict proof thereof.

9. Title Company and Escrow, upon information and belief, admit that the charters of the corporations identified in paragraph 9 were duly recorded with the Maryland State Department of Assessments and Taxation on the dates alleged. Title Company and Escrow deny each and every other allegation contained in paragraph 9, as the same may apply to them.

10. Title Company and Escrow deny each and every allegation contained in paragraph 10.

11. Title Company and Escrow deny each and every allegation contained in paragraph 11.

SECOND COUNT

1. Title Company and Escrow, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Second Count, and pray that the same be taken as if fully set forth in this Second Count.

2. Title Company and Escrow have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. Title Company and Escrow have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

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THIRD COUNT

1. Title Company and Escrow, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Third Count, and pray that the same be taken as if fully set forth in this Third Count.

2. Title Company and Escrow have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. Title Company and Escrow have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

FOURTH COUNT

1. Title Company and Escrow, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Fourth Count, and pray that the same be taken as if fully set forth in this Fourth Count.

2. Title Company and Escrow have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. Title Company and Escrow have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

FIFTH COUNT

1. Title Company and Escrow, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Fifth Count, and pray that the same be taken as if fully set forth in this Fifth Count.

2. Title Company and Escrow have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. Title Company and Escrow have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

SIXTH COUNT

1. Title Company and Escrow, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Sixth Count, and pray that the same be taken as if fully set forth in this Sixth Count.

2. Title Company and Escrow have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. Title Company and Escrow have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

ANSWERING FURTHER, Title Company and Escrow state:

A. The claims alleged in the Bill of Complaint are stale and barred by laches.

B. The Plaintiffs are estopped to claim that they had no knowledge of the existence of the sanitary facilities charges, by reason of the facts that (i) such charges were imposed by means of deeds duly recorded among the land records of Anne Arundel County, and (ii) each grantee from Washington Development Corporation in Sections 12, 13 and 14 of Maryland City executed a deed specifically referring to the sanitary facilities charge on the lot being conveyed and which deed set forth the amount of such annual charge.

C. Title Company's only activities in connection with the development of the lots contained in Sections 12, 13 and 14 of the Maryland City project, the financing of such development, the sales of such lots and the financing of the purchase prices of such lots were the usual actions of a title insurer insuring the title to

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said lots for the benefit of the owners and parties which loaned money secured by liens on such lots, including the holding of settlements on the conveyance of title to such lots and the recording among the appropriate land records of various documents affecting the title to such lots at the instructions of the parties to such documents.

D. Escrow is a title holding straw corporation only and took no actions whatsoever in connection with the development, sales and financing of the sales of the lots contained in Sections 12, 13 and 14 of the Maryland City project.

WHEREFORE, having fully answered, these Defendants pray that the Bill of Complaint heretofore filed against them be dismissed and that they have their costs incurred.

Richard W. Case

Joseph M. Roulhac

Smith, Somerville & Case

Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Defendants, Title Guarantee Company and Maryland Escrow, Inc.

I HEREBY CERTIFY that on the 18th day of February, 1972, copies of the foregoing answer were mailed to the following: Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for Plaintiffs; John M. Court, Esquire Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for Joseph W. Alton, Jr.; Benjamin Michaelson, Jr., Esquire, 168 Main Street, Annapolis, Maryland 21404, attorney for P. G. Melbourne Real Estate, Inc.;

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James F. Fitzgerald, Esquire, 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for Hugh T. Peck Properties, Inc.; Gerald Kunes, Esquire, 701 Washington Boulevard, Laurel, Maryland 20810, attorney for Bowie Realty Company, Inc.; William B. Russell, 227 Easton South, Laurel, Maryland 20810, representative of Washington Development Corporation.

Joseph M. Roulhac

Joseph M. Roulhac

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JMR:alr
2-18-72

BOOK 196 PAGE 737

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
v.	:	FOR
WEAVER BROS. INC. OF MARYLAND, et al.,	:	ANNE ARUNDEL COUNTY
Defendants	:	Equity No. 20674

ANSWER OF DEFENDANTS, SIDNEY H. TINLEY, JR., CATHERINE BYRNE DOEHLER (nee E. Catherine Byrne) and W. DOUGLAS BUTTNER

Now come three of the Defendants, Sidney H. Tinley, Jr. ("Tinley"), Catherine Byrne Doehler (nee E. Catherine Byrne), ("Doehler") and W. Douglas Buttner ("Buttner") by their attorneys, Richard W. Case, Joseph M. Roulhac and Smith, Somerville & Case, in answer to the Bill of Complaint heretofore filed against them in the above-captioned case, respectfully state as follows:

FIRST COUNT

1. Tinley, Doehler and Buttner have no knowledge of the allegation contained in paragraph 1, but demand strict proof thereof.

2. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof, and except that Tinley, Doehler and Buttner deny that there has been any illegal imposition of charges to recover the cost of the building of any sanitary facilities.

3. Tinley, Doehler and Buttner have no knowledge of the allegation contained in paragraph 3, but demand strict proof thereof.

4. Tinley, Doehler and Buttner have no knowledge of the allegation contained in paragraph 4, but demand strict proof thereof.

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5. Tinley, Doehler and Buttner have no knowledge of the allegation contained in paragraph 5, but demand strict proof thereof.

6. Tinley, Doehler and Buttner deny each and every allegation contained in paragraph 6.

7. Tinley, Doehler and Buttner, in answer to the allegations contained in paragraph 7, admit that a certain agreement was made between Anne Arundel County and Washington Development Corporation concerning the installation of water and sewer lines in Section 14 of Maryland City, but Tinley, Doehler and Buttner state that such agreement was dated March 2, 1966, and speaks for itself.

8. Tinley, Doehler and Buttner, in answer to the allegations contained in paragraph 8, admit that a certain agreement dated May 18, 1966, was made between Anne Arundel County and Washington Development Corporation concerning the installation of water and sewer lines in Section 13 and 14 of Maryland City, but Tinley, Doehler and Buttner state that such agreement speaks for itself.

9. Tinley, Doehler and Buttner, in answer to the allegations contained in paragraph 9, admit that they, in their capacity as officers of the co-defendant, Weaver Bros. Inc. of Maryland, were instrumental in creating certain subsidiary corporations of Weaver Bros. Inc. of Maryland known as Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation and Section 14 Corporation, and that the charters of such Corporations were duly recorded with the Maryland State Department of Assessments and Taxation on the dates alleged. Tinley, Doehler and Buttner deny each and every other allegation contained in paragraph 9.

10. Tinley, Doehler and Buttner deny each and every allegation contained in paragraph 10.

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11. Tinley, Doehler and Buttner deny each and every allegation contained in paragraph 11.

SECOND COUNT

1. Tinley, Doehler and Buttner, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Second Count, and pray that the same be taken as if fully set forth in this Second Count.

2. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 2, but demand strict proof thereof.

3. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

THIRD COUNT

1. Tinley, Doehler and Buttner, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Third Count, and pray that the same be taken as if fully set forth in this Third Count.

2. Tinley, Doehler and Buttner neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

FOURTH COUNT

1. Tinley, Doehler and Buttner, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Fourth Count, and pray that the same be taken as if fully set forth in this Fourth Count.

2. Tinley, Doehler and Buttner neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

FIFTH COUNT

1. Tinley, Doehler and Buttner, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Fifth Count, and pray that the same be taken as if fully set forth in this Fifth Count.

2. Tinley, Doehler and Buttner neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

SIXTH COUNT

1. Tinley, Doehler and Buttner, by reference thereto, hereby incorporate and adopt each paragraph of their answer to the First Count as the same may apply to this Sixth Count, and pray that the same be taken as if fully set forth in this Sixth Count.

2. Tinley, Doehler and Buttner neither admit nor deny the allegations contained in paragraph 2, but demand strict proof thereof.

3. Tinley, Doehler and Buttner have no knowledge of the allegations contained in paragraph 3, but demand strict proof thereof.

ANSWERING FURTHER, Tinley, Doehler and Buttner state:

(6)

A. The claims alleged in the Bill of Complaint are stale and barred by laches.

B. The Plaintiffs are estopped to claim that they had no knowledge of the existence of the sanitary facilities charges, by reason of the facts that (i) such charges were imposed by means of deeds duly recorded among the land records of Anne Arundel County, and (ii) each grantee from Washington Development Corporation in Sections 12, 13 and 14 of Maryland City executed a deed specifically referring to the sanitary facilities charge on the lot being conveyed and which deed set forth the amount of such annual charge.

C. Each and every action taken by Tinley, Doehler and Buttner, jointly or severally, in connection with the imposition and collection of the sanitary facilities charges on the lots in Sections 12, 13 and 14 of the Maryland City development was taken in their respective capacities as officers of either Weaver Bros. Inc. of Maryland or of the aforementioned subsidiary corporations, or both, and such actions were within the scope of their respective authorities as such officers. None of such actions were taken in their respective individual or personal capacities.

WHEREFORE, having fully answered, these Defendants pray that the Bill of Complaint heretofore filed against them be dismissed and that they have their costs incurred.

Richard W. Case
Richard W. Case

Joseph M. Roulhac
Joseph M. Roulhac

Smith, Somerville & Case
Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Defendants, Sidney H. Tinley, Jr., Catherine Byrne Doehler (nee E. Catherine Byrne) and W. Douglas Buttner

I HEREBY CERTIFY that on the 18th day of February, 1972, copies of the foregoing answer were mailed to the following: Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for Plaintiffs; John M. Court, Esquire, Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for Joseph W. Alton, Jr.; Benjamin Michaelson, Jr., Esquire, 168 Main Street, Annapolis, Maryland 21404, attorney for P. G. Melbourne Real Estate, Inc.; James F. Fitzgerald, Esquire 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for High T. Peck Properties, Inc.; Gerald Kunes, Esquire, 701 Washington Boulevard, Laurel, Maryland 20810, attorney for Bowie Realty Company, Inc.; William B. Russell 227 Easton South, Laurel, Maryland 20810, representative of Washington Development Corporation.

Joseph M. Roulhac

Joseph M. Roulhac

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BOOK 196 PAGE 743

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.	*	IN THE
		CIRCUIT COURT
Plaintiffs	*	
		FOR
v.	*	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, et al.	*	Equity No. 20674
Defendants	*	

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

MR.CLERK:

Please strike the appearance of Richard W. Case, Joseph M. Roulhac and Smith, Somerville & Case as attorneys for the Defendant, The Title Guarantee Company, and enter the appearance of John J. Ghingher, Jr. as attorney for said Defendant.

Richard W. Case

Joseph M. Roulhac

Smith, Somerville, & Case
One Charles Center
Baltimore, Md. 21201

John J. Ghingher, Jr.
10 Light Street, 20th Floor
Baltimore, Maryland 21202
539-2125

I HEREBY CERTIFY, that on this 12th day of April, 1972, a copy of the above order was mailed to Martin Moncarz, Esq., 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for Plaintiffs; John M. Court, Esq., Asst. County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404,

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attorney for Joseph W. Alton, Jr.; Benjamin Michaelson, Jr., Esq., 168 Main Street, Annapolis, Maryland 21404, attorney for P. G. Melbourne Real Estate, Inc.; James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for Hugh T. Peck Properties, Inc.; Gerald Kunes, Esq., 701 Washington Boulevard, Laurel, Maryland 20810, attorney for Bowie Realty Company, Inc.; William B. Russell, 227 Easton South, Laurel, Maryland 20810, representative of Washington Development Corporation.

John J. Shingler, Jr.

HOMEOWNERS PROTECTIVE ASSOCIATION, etc.

VS

WEAVER BROS., INC. OF MARYLAND, etc.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY 20,674

ORDER

This matter coming on for hearing on Motion to Strike filed by Joseph W. Alton, Jr., on January 10, 1972.

It was admitted and found that Joseph W. Alton, Jr., in his individual capacity, is not a party to these proceedings.

THEREFORE, IT IS, on this 12th day of May, 1972, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED And DECREED:

That Joseph W. Alton, Jr., in his individual capacity, is dismissed, with prejudice in these proceedings.

George Sodaro

JUDGE

Copies to: Martin Monaco, Esq.
John R. Court, Esq.

Filed May 12, 1972

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BOOK 196 PAGE 746

HOMEOWNERS PROTECTIVE ASSOCIATION, etc

VS

WEAVER BROS., INC. OF MARYLAND, etc.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY 20,674

ORDER

This matter coming on for hearing on Motion to Dismiss of Hugh T. Peck, Inc., filed April 22, 1972, for failure to answer demand for production of written documents and answer thereto filed May 5, 1972, which motion was accompanied by the documents requested, counsel heard, proceedings read and considered.

THEREFORE, IT IS, on this 12th day of May, 1972, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

That the Motion to Dismiss be, and the same is hereby denied.

George Sachse

JUDGE

Copies to: Martin Duncan, Esq.
James F. Fitzgerald, Esq.

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1972 MAY 12 PM 3:36

BOOK 196 PAGE 747

HOMEOWNERS PROTECTIVE ASSOCIATION, etc.

VS

WEAVER BROS., INC. OF MARYLAND, etc.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY 20,674

ORDER

This matter coming on for hearing on Demurrer of defendant, Bowie Realty Company, Inc., filed January 7, 1972, counsel heard in open court, proceedings read and considered.

THEREFORE, IT IS, on this 12th day of May, 1972, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

That the Demurrer of the defendant, Bowie Realty Company, Inc., be, and the same is, hereby sustained and the plaintiffis hereby granted 30 days from the date hereof in which to file an amended Bill of Complaint.

George Sachse

JUDGE

Copies to: Martin Rouzer, Esq.
Herald Tunes, Esq.

Filed May 12, 1972

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BOOK 196 PAGE 748

HOMEOWNERS PROTECTIVE ASSOCIATION, etc.

VS

WEAVER BROS., INC. OF MARYLAND, etc.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY 20,674

ORDER

This matter coming on for hearing on Demurrer of defendant, P.G. Melbourne Real Estate, Inc. filed February 14, 1972, counsel heard in open court, proceedings read and considered.

THEREFORE, IT IS, on this 12th day of May, 1972, by the Circuit Court for A nne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

That the Demurrer of the defendant, P. G. Melbourne Real Estate, Inc., be, and the same is, hereby sustained and the plaintiff is hereby granted 50 days from the dater hereof in which to file an amended Bill of Complaint.

George Sault

JUDGE

Copies to: Stanton Stancavage, Esq.
Benjamin Nicholson, Jr., Esq.

Filed May 12, 1972

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HOMEOWNERS PROTECTIVE ASSOCIATION, et al.	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
v.	:	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, et al.	:	
Defendants	:	Equity No. 20674
	:	

: : : :

now deceased, who lived in Glen Burnie and who represented herself to be a licensed real estate broker.

4. Sections 10 and 11 of Maryland City were substantially completed by Maryland City Corporation ("MCC") prior to its bankruptcy, and the utilities to service the lots in those Sections were constructed by the Anne Arundel County Sanitary Commission. The imposition of the private sanitary facilities charges on the lots in Sections 12, 13, and 14 of Maryland City took place only after WDC had been informed by appropriate authorities in Anne Arundel County that the County would not install the water and sewer lines in those sections of Maryland City at its expense (which had been the normal practice heretofore, and which had been done in the sections of Maryland City developed prior to Sections 12, 13, and 14). Faced with an unexpected increase in the cost of development for which no provision had been made, WDC requested and was granted from Weaver financing on account of the construction of such water and sewer lines, which upon completion, were to become the property of Anne Arundel County. As payment to Weaver, WDC agreed to and did in fact create valid covenants running with the land imposing an obligation on the lots in Sections 12, 13, and 14 of Maryland City to pay annual sanitary facilities charges for 30 years, which payments were to be made to Weaver's subsidiary corporations (Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, and Section 14 Corporation). The imposition of said charges on these lots has always been a matter of public record, and the applicable charges were specifically set forth in all deeds from WDC conveying the lots in these Sections to individual purchasers (said deeds having been indenture deeds signed by the individual purchasers as well as by WDC). Section 12-A Corporation, Section 12-B Corporation,

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Section 13 Corporation, and Section 14 Corporation (hereinafter sometimes called "the numbered corporations") were expressly incorporated and organized for the purpose of receiving said charges, and Mr. Buttner was and is a Director and the Secretary-Treasurer of each of the numbered corporations.

5. The negotiations with Anne Arundel County were, to the present recollection of Mr. Buttner, exclusively carried on and handled between representatives and agents of WDC and representatives and agents of Anne Arundel County. Mr. Buttner additionally incorporates and includes in his Answer to this Interrogatory the information stated in his Answer to Interrogatory No. 4. Mr. Buttner does not supply the information requested with respect to the exact dates, amounts, and sources of monies advanced by Weaver to WDC on the ground that such information is not relevant to any material issue in this case.

6. Applications for permanent mortgage financing for individual homes in Sections 10 and 11 were initially handled by representatives or agents of MCC. After the bankruptcy of MCC, substantially all (if not all) of the mortgage applications for homes in Sections 12, 13, and 14 (and perhaps a few applications for homes in earlier Sections) were initially handled by representatives or agents of WDC (or by realtors representing WDC). A substantial majority of the mortgage applications were then forwarded to Weaver, which granted FHA-insured (and later also VA-insured) mortgages for many of the homes involved. All (or substantially all) of these mortgages have since been sold and assigned to various purchasers, including institutional lenders, although Weaver continues to service all (or substantially all) of these mortgages. Appropriate applications and other documents were from time to time forwarded by Weaver to the Federal agencies involved for their review

and action. Mr. Buttner was not himself principally responsible for these loan processing operations, although he was aware of them and may from time to time occasionally have been involved in some aspect covering the processing of a specific mortgage application.

7. The only Agreements between Anne Arundel County and WDC which Mr. Buttner is presently aware of are the Agreements respectively dated January 26, 1966, and May 18, 1966, and respectively referred to in Paragraphs 1 and 2 of Plaintiffs' Production of Written Instruments as Demanded by Hugh T. Peck, Inc. (and attached thereto).

8. The only attorneys whose identities appear to be requested by Interrogatory No. 8 and who are presently recalled by Mr. Buttner are as follows:

a. James A. Pine, Esq., 607 Baltimore Avenue, Towson, Maryland 21204, and George V. Parkhurst, Esq., Munsey Building, Baltimore, Maryland 21202, who respectively represented WDC regarding its negotiations with Anne Arundel County and regarding the creation and imposition of the sanitary facilities charges.

b. Richard W. Case, Esq., and Joseph M. Roulhac, Esq., of the law firm of Smith, Somerville & Case, 1700 One Charles Center, Baltimore, Maryland 21201, who represented Weaver and the numbered corporations at all times relevant to this case.

c. The Title Guarantee Company, which did (and does) employ attorneys, handled a substantial number of the settlements in each Section of Maryland City.

d. To his knowledge, Mr. Buttner is not aware that any of the attorneys described in this Answer represented the interests of any parties to this case, other than their stated clients, at any time relevant to the facts giving rise to this case.

9. The front foot charges were determined by using a factor of $2.20 per front foot per year, multiplied by the number of front feet in front of any given lot (the number of front feet having been calculated in the same manner as Anne Arundel County would have calculated the number of front feet had it imposed a front foot benefit assessment upon the lots). To the best of his recollection, Mr. Buttner recalls that the figures for front feet in front of each lot were taken from figures computed by appropriate authorities in Anne Arundel County.

10. See Mr. Buttner's Answer to Interrogatory No. 4.

11. Mr. Buttner does not supply the information requested on the ground that such information is not relevant to any material issue in this case.

12. Approximately $800,000.00.

13. The best information available to Mr. Buttner shows the following to have been the cost of construction of the water and sewer facilities for Sections 12, 13, and 14 of Maryland City:

Section 12:

Material	$32,149.94	
Subs. - Labor & Material	64,855.99	
Rental - Equipment	4,633.75	
Permits	2,170.00	
Payroll	20,553.70	
Misc. - Bonds & Insurance	3,233.75	
General Overhead	25,519.43	
		$153,116.56

Section 13:

Material	$14,090.38	
Subs. - Labor & Material	29,203.12	
Maintenance - Equipment	1,287.22	
Rental - Equipment	1,454.79	
Permits	1,957.00	
Payroll	9,590.10	
Misc. - Bonds & Insur.	983.11	
General Overhead	11,713.14	
		$ 70,278.86

Section 14:

Material	$23,440.62
Subs. - Labor & Material	32,238.75
Maintenance - Equipment	388.54
Rental - Equipment	2,350.73
Permits	863.25
Payroll	1,539.38
Misc. - Bonds & Insur.	2,221.94
General Overhead	12,608.64
	$ 75,651.85
	$299,047.27

14. As stated in Answer to Interrogatory No. 9, and as clearly stated in each title deed to each purchaser from WDC, a $2.20 per front foot sanitary facilities charge was imposed upon each lot in Sections 12, 13, and 14 of Maryland City. This charge is payable annually for 30 years following the imposition thereof.

15. The numbered corporations are wholly owned subsidiaries of Weaver, and have been assigned by Weaver its right to obtain and receive the sanitary facilities charges, which charges after collection by the numbered corporations are in turn paid by them to Weaver. The numbered corporations were incorporated and organized upon the advice of counsel so that Weaver could, if it ever desired, sell or assign its right to collect said charges by merely selling or assigning the stock of the numbered corporations.

16. Weaver.

17. See Mr. Buttner's Answer to Interrogatory No. 5.

18. As stated in the Answer to Interrogatory No. 4, the Anne Arundel Sanitary Commission constructed the utilities servicing the lots in Sections 1 through 11 of Maryland City; and WDC (or appropriate contractors or subcontractors) constructed the utilities servicing the lots in Sections 12, 13, and 14. Mr. Buttner has no knowledge of the cost of the construction of such utility facilities except the information supplied in his

Answer to Interrogatory No. 13. The number of residential lots in each of the Sections are as follows:

Section 1	-	72 lots
Section 2	-	105 "
Section 3	-	32 "
Section 4	-	91 "
Section 5	-	75 "
Section 6	-	91 "
Section 7	-	51 "
Section 8	-	90 "
Section 9	-	95 "
Section 10	-	100 "
Section 11	-	74 "
Section 12	-	90 "
Section 13	-	50 "
Section 14	-	43 "

The sanitary facility charges paid by property owners in Sections 12, 13, and 14 from 1967 through 1970 are as follows:

Year	Section 12	Section 13	Section 14
1967	$ 236.19	$ -0-	$ 497.83
1968	4,969.96	193.15	3,412.87
1969	13,761.33	4,136.27	6,571.93
1970	13,761.33	4,447.49	6,571.93
	$32,728.81	$8,776.91	$17,054.56

W. Douglas Buttner

STATE OF MARYLAND
ss:
CITY OF BALTIMORE

I HEREBY CERTIFY that on this 9th day of June, 1972, before me, the subscriber, a Notary public of the State of Maryland, personally appeared W. Douglas Buttner, defendant, and made oath in due form of law that the matters and facts set forth in the foregoing Answers to Interrogatories are true and correct to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

Dorothy M. Bacon
Notary Public

My Commission Expires:

July 1, 1974

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 7th day of June, 1972, copies of the foregoing Answer of W. Douglas Buttner to Interrogatories of Homeowners Protective Association were mailed to Martin Moncarz, Esq., 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for plaintiffs; John M. Court, Esq., Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for defendant Anne Arundel County, Maryland; William B. Russell, Esq., 227 Easton South, Laurel, Maryland 20810, representative of defendant Washington Development Corporation; John J. Ghingher, Jr., Esq., 10 Light Street, 20th Floor, Baltimore, Maryland 21202, attorney for defendants The Title Guarantee Company and Maryland Escrow, Inc.; Benjamin Michaelson, Jr., Esq., 168 Main Street, Annapolis, Md. 21404, attorney for P.G. Melbourne Real Estate, Inc.; Gerald Kunes, Esq., 701 Washington Boulevard, Laurel, Maryland 20810, attorney for defendant Bowie Realty Company, Inc.; and James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for defendant Hugh T. Peck Properties, Inc.

Robert J. Carson

Robert J. Carson

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
v.	:	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, et al.	:	
Defendants	:	Equity No. 20674
	:	

: : : :

inquiry includes knowledge, information, possession, or control of or by the party's agents, representatives, and, unless privileged, the party's attorneys.

1. State the names of all present members of Homeowners Protective Association, Sections 12, 13, and 14 of Maryland City (hereinafter called "HPA").

2. State the name of every other person on whose behalf this suit was brought ("all the members of the class of persons residing in Maryland City who are affected by this litigation, either directly or indirectly").

3. Describe all action, whether formal or informal, taken by HPA authorizing or directing the institution of litigation in this case. Include in your Answer to this Interrogatory the date and a brief summary of the minutes of each meeting of HPA held for the purpose of authorizing or directing the institution of such litigation, stating who has possession of the original minutes of such meetings.

4. State whether each individual named as a plaintiff in this case signed a deed of conveyance from Washington Development Corporation (hereinafter called "WDC") containing provisions (a) that a $2.20 per front foot sanitary facilities charge had been established for the lot involved, and (b) that he (she) would pay such charge. Also, state whether each such plaintiff acknowledged under oath before a Notary Public (or some other officer authorized to take oaths) that he (she) had in fact executed said deed of conveyance for the purposes therein contained.

5. Give the same information requested in the preceding Interrogatory with respect to every other person on whose behalf this suit was brought (including all "individual members [of HPA] and. . .all the members of the class of persons residing in Maryland City who are affected by this litigation, either directly or indirectly").

6. State whether each individual named as a plaintiff in this case was represented by counsel at the time he (she) settled for his (her) lot in Maryland City. If so, state the name of the attorney who represented each individual plaintiff.

7. Give the same information requested in the preceding Interrogatory with respect to every other person on whose behalf this suit was brought.

8. State whether each individual named as a plaintiff in this case obtained a policy of title insurance issued by The Title Guarantee Company (or by any other title insurance company) insuring title to his (her) lot. If so, state the name of the title company issuing a title policy for each such lot, the date and number of such policy, and whether such policy contained a numbered exception (or any other exception) to the $2.20 front foot sanitary facility charge imposed upon the lot involved.

9. Give the same information requested in the preceding Interrogatory with respect to every other person on whose behalf this suit was brought.

10. State the date upon which each individual named as a plaintiff in this case paid a sanitary facility charge, giving the name of the payee and the amount paid upon that date.

11. Give the same information requested in the preceding Interrogatory with respect to every other person on whose behalf this suit was brought.

12. Paragraph 6 of the First Count of the Bill of Complaint (said Paragraph being repeated verbatim in each of the other Counts of the Bill of Complaint) purports to allege a conspiracy "between the various Defendants, through their representatives and hired attorneys. . . ." Describe each of the defendants whom you contend conspired against the plaintiffs in any way, stating with specificity the objects and purposes of this alleged conspiracy.

13. State all acts performed by the persons (or entities) described by you in your Answer to the preceding Interrogatory in furtherance of the alleged conspiracy, specifically describing each such act, by whom performed, and giving the date thereof.

14. Give the names and occupations of all persons having personal knowledge of the information contained in your Answer to the preceding two Interrogatories.

15. State your contention as to why the conduct described by you in your Answers to Interrogatories Nos.12 and 13 was or is illegal.

16. State whether HPA is aware of any other sanitary facilities charges imposed by other developers, or imposed relating to land owned and developed by other developers, in Anne Arundel County, before, at the time of, or after the imposition of the sanitary facilities charges with respect to Sections 12, 13, and 14 of Maryland City. If so, state all other developments in Anne Arundel County which have through date, to the knowledge of HPA, imposed sanitary facilities charges in Anne Arundel County, giving the amount per front foot of such sanitary facility charges.

17. State the date of settlement and the purchase price for his (her) home paid by each individual named as a plaintiff in this case.

18. Give the same information requested in the preceding Interrogatory with respect to every other person on whose behalf this suit was brought.

19. As to each individual plaintiff, state your present estimate of the fair market value of your property.

20. If any individual plaintiff has had an appraisal made of his (her) property within the last three (3) years, state by

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whom the appraisal was made, the date thereof, the amount thereof, and in whose possession the original or a copy of such appraisal is located.

21. Give the same information requested in the preceding Interrogatory with respect to every other person on whose behalf this suit was brought.

22. Paragraph 10 of the First Count of the Bill of Complaint (said Paragraph being repeated verbatim in each of the other Counts of the Bill of Complaint) alleges in part that the sanitary facilities charges "adversely affect the merchantability and alienability of each and every home and lot. . . ." State with specificity how the sanitary facilities charges adversely so affect "the merchantability and alienability of each and every home and lot."

23. Give the names of all persons having personal knowledge of the information contained, or expert opinions concerning such information, in your Answer to the preceding Interrogatory, specifying which of the persons named have expert opinions.

24. Describe in exact monetary terms the actual damage which each plaintiff claims to have sustained by virtue of the sanitary facilities charge, giving the exact manner of computation thereof.

25. State the name, qualifications, and area of testimony of all experts whom you propose to call as witnesses in this case, specifying which of these experts has prepared or made a written report and the date thereof. As to each expert who will testify, attach a copy of his report(s) to your Answers to this Interrogatory.

26. Give the names of all persons who have personal knowledge of any information relevant to this case, or any

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experts who have opinions relevant to this case, whose names are not supplied by you in any of your Answers to any of the preceding Interrogatories, specifying which of the persons named have expert opinions.

William B. Somerville
William B. Somerville

Robert J. Carson
Robert J. Carson

Smith, Somerville & Case
Smith, Somerville & Case
Attorneys for Weaver Bros., Inc. of Maryland

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 9th day of June, 1972, copies of the foregoing Interrogatories were mailed to Martin Moncarz, Esq., 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for plaintiffs; John M. Court, Esq., Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for defendant Anne Arundel County, Maryland; William B. Russell, Esq., 227 Easton South, Laurel, Maryland 20810, representative of defendant Washington Development Corporation; John J. Ghingher, Jr., Esq., 10 Light Street, 20th Floor, Baltimore, Maryland 21202, attorney for defendants The Title Guarantee Company and Maryland Escrow, Inc.; Benjamin Michaelson, Jr., Esq., 168 Main Street, Annapolis, Md. 21404, attorney for P.G. Melbourne Real Estate, Inc.; Gerald Kunes, Esq., 701 Washington Boulevard, Laurel, Maryland 20810, attorney for defendant Bowie Realty Company, Inc.; and James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for defendant Hugh T. Peck Properties, Inc.

Robert J. Carson
Robert J. Carson

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BOOK 196 PAGE 763

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 and 14 of MARYLAND CITY	*	IN
and	*	THE
K. LOUIS FISHER and DIANE R. FISHER, his wife	*	CIRCUIT
and	*	COURT
HERBERT E. HILES and SHEILA HILES, his wife	*	FOR
and	*	ANNE
WILLIAM J. RACZ and MARLENE M. RACZ	*	ARUNDEL
and	*	COUNTY
RICHARD M. POSEY and EILEEN E. POSEY, his wife	*	
and	*	
KENNETH A. CURRY and JEANNE H. CURRY, his wife	*	IN
Plaintiffs	*	EQUITY
Vs.	*	Case No. 20,674
WEAVER BROS., INC. OF MARYLAND, a body corporate	*	
and	*	
ANNE ARUNDEL COUNTY, MARYLAND	*	
and	*	
WASHINGTON DEVELOPMENT CORP.	*	
and	*	
SECTION 12-A CORPORATION	*	
and	*	
SECTION 12-B CORPORATION	*	
and	*	
SECTION 13 CORPORATION		

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GLEN BURNIE, MD. 21061
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[redacted]

and *

SECTION 14 CORPORATION *

and *

THE TITLE GUARANTEE COMPANY *

and *

MARYLAND ESCROW, INC. *

and *

P. G. MELBOURNE REAL ESTATE, INC. *

and *

BOWIE REALTY COMPANY, INC. *

and *

HUGH T. PECK, INC. *

and *

SIDNEY H. TINLEY, JR. *

and *

W. DOUGLAS BUTTNER *

and *

E. CATHERINE BYRNE *

Defendants *

* * * * *

AMENDED BILL OF COMPLAINT

FIRST COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Homeowners Protective Association, Sections]2,]3 and]4 of Maryland City, hereinafter referred to as the "H. P. A." by Martin Moncarz, its attorney, sues each and every, the Defendants named hereinabove, and for cause it says:

]. That H. P. A. is an association of residents of Maryland

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City, Sections 12, 13 and 14, in Anne Arundel County, State of Maryland, who have banded together for the purposes of this litigation.

2. That the members of H. P. A., in addition to being residents of the same residential section, have purchased their homes from the same builder, the Defendant, Washington Development Corporation, hereinafter referred to as "Washington"; they have their mortgages with the same mortgagee, the Defendant, Weaver Bros., Inc. of Maryland, hereinafter referred to as "Weaver"; they are all affected by the sanitary facilities constructed by Washington; they are all affected by the illegal imposition of charges to recover the cost of the building of the sanitary facilities; they are affected by the liens running with the land of each of the members of the association, and they are otherwise similarly aggrieved.

3. H. P. A. is acting on its own behalf, on behalf of its individual members and on behalf of all the members of the class of persons residing in Maryland City who are affected by this litigation, either directly or indirectly.

4. Among the members of H. P. A. there are those who purchased their homes directly from Washington and some who have purchased their homes from persons who had originally purchased these homes from Washington.

5. Among the members of H. P. A. there are some who paid cash for their homes and those who obtained financing for their homes by way of mortgages. Among those who have obtained financing of their homes by way of mortgages, there are some whose mortgages are guaranteed by the agencies of the United States of America, such as the

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Federal Housing Administration, hereinafter referred to as "F.H.A.", and the Veterans Administration, hereinafter referred to as the " V.A.", and there are those who have conventional mortgages, but all the financing was arranged through and provided by Weaver, who holds all or most of the mortgages.

6. The Plaintiff alleges that the named Defendants have conspired to defraud the Plaintiff in that the members of the latter were induced to purchase their homes from Washington and to obtain their mortgages through Weaver and they were led to believe that the homes they had purchased were, in all respects, similar to those previously constructed in Maryland City, with the exception of home styles and other slight structural differences. The sales and the promotion of the sales of these houses were, at various times, handled by the Defendants Bowie Realty Company, Inc., hereinafter referred to as "Bowie", Hugh T. Peck, Inc., hereinafter referred to as "Peck", and P. G. Melbourne Real Estate, Inc., hereinafter referred to as "Melbourne". These Defendants aided and abetted the conspiracy in that they, each of them, at various times, in the exercise of their duties as realtors, failed to disclose pertinent information and, at times, by their assurances to the perspective purchasers and purchasers, contributed to misunderstandings and to misleading beliefs by the latter, to their great detriment. The members of H. P. A. were not advised of the lien running with the land; they were not advised that they would be required to repay the cost of the construction of the sanitary facilities at a rate of interest

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far in excess of that charged by Anne Arundel County, as authorized by the then existing law, and as provided in the other Sections of Maryland City. The members of H. P. A. say that this was accomplished by the conspiracy between the Defendants, individually and through their representatives and hired attorneys who lured the members of H. P. A. into believing that what was happening to each of them, and that the papers that each of them had and were signing, were the usual and necessary procedures and that all that was happening was usual, necessary and required both by the F. H. A., the V. A., and/or the mortgagees. The members of H. P. A. were advised that they were responsible for the payment, and they were charged the fees, for the services of the attorneys who were to have represented the best interests of the individual members of H. P. A. and who, in fact, had been selected by the Defendants, the Title Guarantee Company, hereinafter referred to as "Title", Weaver, Washington, Bowie, Peck and/or Melbourne, and were serving the best interest of the Defendants in aiding and abetting them in their scheme to defraud the members of H. P. A.

7. The Defendant, **ANNE ARUNDEL COUNTY, MARYLAND**, hereinafter referred to as "County", and the Defendant, Washington, entered into an Agreement dated January 26, 1966 and acknowledged by Washington on the same date and by the County on April 30, 1966. This Agreement states that Washington would install at its own expense all the water and waste lines to what was referred to as "Maryland City, Section 14". The County states that it is acting under the provisions of Section 17-714 of the Anne Arundel County Code. Among the many provisions, the Agreement provides that "the County

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agrees that the charges established under Sections]5-412 and 2260 of the aforesaid County Code shall not be imposed, since the cost for which these charges would normally have been imposed (connection charges and front foot benefit assessment) will already have been borne by the Petitioner (Washington) under this Agreement". There are other provisions which intend to assure the County that Washington will, in fact, construct the facilities intended to be constructed.

8. That the County and Washington entered into an Agreement dated May]8,]966 wherein it is recited that "the County is empowered by the provisions of Section]7-7]4 of the Anne Arundel County Code (]957 edition, as amended) to enter into appropriate agreements with the developers which may provide for reasonable credit against special benefits and other charges in consideration of construction by such developers of the water and waste facilities at their own expense. This Agreement was intended to cover what it refers to as "Maryland City, Sections]2 and]3". Under this Agreement Washington commits itself to the installation, at its own expense, of all water and waste water lines, etc. "The County agrees that the charges established under Sections]5-4]2 and 22-60 of the aforesaid County Code shall not be imposed, since the cost for which these charges would normally have been imposed (connection charges and front foot benefit assessment) will already have been borne by the Petitioner (Washington) under this Agreement". There are other provisions which generally are intended to guarantee that Washington will in fact construct the facilities referred to in the Agreement. This Agreement is acknowledged by Washington on April]5,]966 and by the County on May]8,

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1966.

9. The Defendants, Sidney H. Tinley, Jr., hereinafter referred to as "Tinley", W. Douglas Buttner, hereinafter referred to as "Buttner", E. Catherine Byrne, hereinafter referred to as "Byrne", Title, Maryland Escrow, Inc., hereinafter referred to as "Escrow", Weaver and others were instrumental in the creation of various corporations to assist them in their plot to hide from the members of H. P. A., then prospective purchasers of homes in Maryland City, from gaining accurate and complete knowledge and understanding of the various legal transactions and how these members of H. P. A. would be affected by same. These Defendants were instrumental in creating various corporations, Defendnats herein, known as Section 12-A Corporation, hereinafter referred to as "12-A", Section 12-B Corporation, hereinafter referred to as "12-B", Section 13 Corporation, hereinafter referred to as "13" and Section 14 Corporation, hereinafter referred to as "14", whose charters were recorded on September 29, 1966 for 14, December 14, 1966 for 13, and November 7, 1966 for 12-A and 12-B.

10. The Defendants devised and designed and executed numerous Agreements, contracts, assignments, deeds, etc. which had the general effect of hiding from the general public and from the officials of the F. H. A. and V. A. that they, the Defendants, had created a lien running with the land, which would adversely affect the merchantability and alienability of each and every home and lot sold by the Defendants, through the Defendants and with the help of the Defendants. These legalistic maneuvers were such that they

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could only have been discovered by attorneys who were experts in this type of transactions. These maneuvers were well known to the Defendants and to the attorneys that they had engaged to carry out their purposes. The Defendants, among other things, have, in fact, through their legalistic maneuvers accomplished the establishment of a seemingly legal charge against the properties of the members of H. P. A. for the installation of the water and waste water facilities referred to hereinabove, which is far in excess of the charge intended by the laws then in existence to be charged to homeowners in new developments, such as Maryland City, for such facilities, all to the detriment of the Plaintiffs.

]]. The Plaintiff says that the Defendants, with malice aforethought, did engage in all the activities described hereinabove, and many others, to accomplish their aims, solely for pecuniary profit, and all contrary to the laws of the State of Maryland and of the United States of America, as they then existed, and to the great detriment of each and every, the members of H. P. A., and the members of the class of individuals who purchased homes in Sections]2,]3 and]4 of Maryland City and who are directly or indirectly affected by all that these Defendants have done.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections]2,]3 and]4, the charges which they refer to as sanitary facility charges,

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b. In the alternative that the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges, in excess of the amounts tht would have been payable by the Plaintiffs at the lower lawful rates established by the laws of Anne Arundel County.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various Defendants and between the Defendants and the members of the H. P. A. and the members of the class of individuals living in Maryland City who will be affected by the out come of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be freed and cleared from the lein running with the land, to the end that the charges made and collected by the Defendants from the Plaintiffs be not collected in the future, that the money that has been collected be refunded and to the end that the cloud on the individual titles of the Plaintiffs properties be cleared.

d. That this Honorable Court award to the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of H. P. A. and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of H. P. A. and each and every, the persons who belong to the class of

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individuals who will be affected by the out come of this litigation.

f. That this Honorable Court declare that under the laws in effect in]966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section]822, Title 28, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under the Federal Housing Administration and/or the Veteran Administration as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described

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hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular Defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs, all payable by the Defendants.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

SECOND COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

K. Louis Fisher and Diane R. Fisher, his wife, hereinafter referred to as "Fisher", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

]. That, by reference thereto, Fisher hereby incorporates and adopts each and every, the allegations named in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Second Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Fisher purchased lot #84 and home thereon, of Section]2 of Maryland City and did not require a mortgage but paid the full purchase price at the time of the settlement.

3. Fisher hereby acts on their own behalf and on behalf of such other members of the class of persons residing in Maryland City who are similarly affected by reason of having

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paid the full purchase price at the time of the settlement of their property, without the requirement of a mortgage.

WHEREFORE, the Plaintiffs pray this Honorable Court as follows:

a. That the Defendants, and particularly Weaver,]2A ,]2B,]3 and]4 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges.

b. In the alternative, that the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they are referred to as sanitary facility charges, in excess of the amounts that would have been payable by the Plaintiffs at the lower lawful rates established by Anne Arundel County.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various Defendants and between the Defendants and the members of H. P. A. and the members of the class of individuals living in Maryland City who will be affected by the outcome of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be freed and cleared from the lein running with the land, to the end that the charges made and collected by the Defendants from the Plaintiffs be not collected in the future, that the money that has been collected be refunded and to the end that the cloud on the individual titles of the Plaintiffs properties be cleared.

d. That this Honorable Court award to the Plaintiff a

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certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of H. P. A. and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of H. P. A. and each and every, the persons who belong to the class of individuals who will be affected by the outcome of this litigation.

f. That this Honorable Court declare that under the laws in effect in]966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section]822, Title 28, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reason-

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able value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under F. H. A. and/or the V. A. as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs, all payable by the Defendants.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

THIRD COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Herbert E. Hiles and Sheila Hiles, his wife, hereinafter referred to as "Hiles", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

]. That by reference thereto, Hiles hereby incorporate and adopt each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Third Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Hiles purchased lot #39 and home thereon, of Section

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]4 of Maryland City and obtained a mortgage through the services of Weaver, which mortgage was guaranteed by the V. A.

3. Hiles hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of a mortgage which was guaranteed by the V. A.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges.

b. In the alternative that the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges, in excess of the amounts that would have been payable by the Plaintiffs at the lower lawful rates established by the laws of Anne Arundel County.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various defendants and between the Defendants and the members of the H. P. A. and the members of the class of individuals living im Maryland City who will be affected by the out come of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be freed and cleared from the lein running with the land, to the end that the charges

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made and collected by the Defendants from the Plaintiffs be not collected in the future, that the money that has been collected be refunded and to the end that the cloud on the individual titles of the Plaintiffs properties be cleared.

d. That this Honorable Court award to the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of H. P. A. and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of H. P. A. and each and every, the persons who belong to the class of individuals who will be affected by the out come of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section 1822, Title 28, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the

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excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under F. H. A. and/or the V. A. as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs, all payable by the Defendants.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

FOURTH COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

William J. Racz and Marlene M. Racz, his wife, hereinafter referred to as "Racz", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

]. That, by reference thereto, Racz hereby incorporates

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and adopts each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Fourth Count of this Bill of Complaint, as said allegations may apply to this Court.

2. Racz purchased lot #49 and home thereon, of Section 13 of Maryland City and obtained a mortgage throug the services of Weaver, which mortgage was guaranteed by the F. H. A.

A 3. Racz hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of a mortgage which was guaranteed by the F. H. A.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges.

b. In the alternative that the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges, in excess of the amounts that would have been payable by the Plaintiffs at the lower lawful rates established by the laws of Anne Arundel County.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various defendants and between the Defendants and the members of the H. P. A. and the members of the class of individuals living im Maryland City who will be affected by the out come of this litigation, be declared without effect and to be null and

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void, from the beginning, as far as necessary, to the end that the individual lots and homes be freed and cleared from the lein running with the land, to the end that the charges made and collected by the Defendants from the Plaintiffs be not collected in the future, that the money that has been collected be refunded and to the end that the cloud on the individual titles of the Plaintiffs properties be cleared.

d. That this Honorable Court award to the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of H. P. A. and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of H. P. A. and each and every, the persons who belong to the class of individuals who will be affected by the out come of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section 1822, Title 28, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3)

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times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under F. H. A. and/or the V. A. as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs, all payable by the Defendants.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

FIFTH COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Richard M. Posey and Eileen E. Posey, his wife, hereinafter

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referred to as "Posey", by Martin Moncarz, their attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

]. That, by reference thereto, Posey hereby incorporates and adopts each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Fifth Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Posey purchased lot #26 and home thereon, of Section]2 of Maryland City and obtained a mortgage through the services of Weaver.

3. Posey hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of a mortgage.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges.

b. In the alternative that the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges, in excess of the amounts that would have been payable by the Plaintiffs at the lower lawful rates established by the laws of Anne Arundel County.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various defendants and between the Defendants and the members of the H. P. A. and the members of the class of individuals living im Maryland City who will be affected by the out come of this

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litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be freed and cleared from the lein running with the land, to the end that the charges made and collected by the Defendants from the Plaintiffs be not collected in the future, that the money that has been collected be refunded and to the end that the cloud on the individual titles of the Plaintiffs properties be cleared.

d. That this Honorable Court award to the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of H. P. A. and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of H. P. A. and each and every, the persons who belong to the class of individuals who will be affected by the out come of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section 1822, Title 28, U.S. Code, and that this Honorable

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Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under F. H. A. and/or the V. A. as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs, all payable by the Defendants.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

SIXTH COUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Kenneth A. Curry and Jeanne H. Curry, his wife, hereinafter referred to as "Curry", Plaintiffs, by Martin Moncarz, their

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attorney, sue each and every, the Defendants named hereinabove, and for cause they say:

]. That, by reference thereto, Curry hereby incorporates and adopts each and every, the allegations made in the First Count of this Bill of Complaint, and prays that same be taken as if fully set out in this Sixth Count of this Bill of Complaint, as said allegations may apply to this Count.

2. Curry purchased lot #3 and home thereon, of Section]4 of Maryland City from Thomas G. Schrecengost and Judy E. Schrecengost, his wife, who had purchased that lot and home from the original builder and who assigned all their right, title and interest, by way of an assignment of the lot and the mortgage, unto Curry, who assumed the existing mortgage which had originally been provided by Weaver and had been and continues to be secured by the F. H. A.

3. Curry hereby acts on their own behalf and on behalf of all the members of the class of persons residing in Maryland City who are similarly affected by reason of having had their purchase financed by way of an assignment of a mortgage which was guaranteed by an agency of the United States Government.

WHEREFORE the Plaintiffs pray this Honorable Court as follows:

a. That the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility charges.

b. In the alternative that the Defendants, and particularly Weaver, 12-A, 12-B, 13 and 14 be enjoined from collecting from the homeowners of Maryland City, Sections 12, 13 and 14, the charges which they refer to as sanitary facility

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charges, in excess of the amounts that would have been payable by the Plaintiffs at the lower lawful rates established by the laws of Anne Arundel County.

c. That the Agreements, contracts, assignments, deeds and such other writings entered into between the various defendants and between the Defendants and the members of the H. P. A. and the members of the class of individuals living im Maryland City who will be affected by the out come of this litigation, be declared without effect and to be null and void, from the beginning, as far as necessary, to the end that the individual lots and homes be freed and cleared from the lein running with the land, to the end that the charges made and collected by the Defendants from the Plaintiffs be not collected in the future, that the money that has been collected be refunded and to the end that the cloud on the individual titles of the Plaintiffs properties be cleared.

d. That this Honorable Court award to the Plaintiff a certain sum of money, as this Court may find to be reasonable and proper, as and for actual damages suffered by the Plaintiff and each and every, the members of H. P. A. and the members of the group of persons who will be affected by this litigation.

e. That this Honorable Court award punitive damages against the Defendants, to the Plaintiffs, the members of H. P. A. and each and every, the persons who belong to the class of individuals who will be affected by the out come of this litigation.

f. That this Honorable Court declare that under the laws in effect in 1966, the County had no authority to divest itself of its taxing power with regard to the recovery of the cost

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of the construction, erection and installation of the water and waste water facilities and to invest any of the other Defendants herein with such powers.

g. That the Court declare that the Defendants did make, effect or participated in one or more sale of property to one or more veteran for a consideration in excess of the reasonable value of such property as determined by the Administrator and that the Defendants are in default of Section 1822, Title 28, U.S. Code, and that this Honorable Court award to each veteran damages amounting to three (3) times the excess consideration, irrespective of whether the particular Defendant has received any part of the excess consideration.

h. That this Honorable Court declare that the Defendants knowingly made, effected or participated in the sale of properties to members of the class described hereinbefore as Plaintiffs, for a consideration in excess of the reasonable value of such property as determined by the Administrator and that such properties were paid for in whole or in part with the proceeds of a loan guaranteed under F. H. A. and/or the V. A. as set out under the laws of the United States of America appropriate and pertaining to this matter and that this Honorable Court decree that the Defendants pay unto each member of the class described hereinabove an appropriate sum of money to cover the excess of the consideration and three (3) times the amount of such excess of said consideration, irrespective of whether such particular defendant had received any part thereof.

i. That this Honorable Court award unto counsel for the Plaintiff a reasonable fee for his representation of the

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Plaintiff in this matter, a reasonable sum to cover his expenses and Court costs, all payable by the Defendants.

j. And for such other and further relief as this Honorable Court may deem appropriate under all the circumstances of this case.

MARTIN MONCARZ, ESQ.
Sixteen Crain Highway, N. W.
Glen Burnie, Maryland 21061
Telephone: 760-5000

Attorney for Plaintiffs

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 22 day of June 1972, I mailed a copy of the aforegoing Pleading to Richard W. Case, Esq., Joseph M. Roulhac, Esq. and Smith, Sommerville, & Case, One Charles Center, Baltimore, Maryland 21201, Attorneys for the Defendants, Weaver Bros., Inc. of Maryland, Sidney H. Tinley, Jr., Catherine Byrne Doehler, W. Douglas Buttner, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, Section 14 Corporation and Maryland Escrow, Inc.; to Paul F. Borden, Esq., and John M. Court, Esq., Arundel Center, Calvert Street, Annapolis, Maryland 21404, Attorney for the Defendant, Anne Arundel County, Maryland; to John J. Ghingher, Jr., Esq., 10 Light Street, Baltimore, Maryland 21202, Attorney for the Defendant, The Title Guarantee Company; to James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Maryland 20910, Attorney for the Defendant, Hugh T. Peck, Inc.; to Benjamin Michaelson, Jr., Esq., 168 Main Street, Annapolis, Maryland 21404, Attorney for the Defendant, P. G. Melbourne Real Estate, Inc.; to Gerald Kunes, Esq., 701 Washington Blvd., Laurel, Maryland 20810, Attorney for the Defendant, Bowie Realty Company, Inc. and to William B. Russell, 227 Eastern South, Laurel, Maryland 20810, representative of the Defendant, Washington Development Corporation.

MARTIN MONCARZ, ESQ.

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BOOK 196 PAGE 790

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 AND 14 OF MARYLAND CITY, ET AL	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS.	*	FOR
WEAVER BROS., INC. OF MARYLAND, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 20,674 EQUITY

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

DEMURRER TO AMENDED BILL OF COMPLAINT

The Defendant, P. G. Melbourne Real Estate, Inc., by its attorney, Benjamin Michaelson, Jr., demurs to the Amended Bill of Complaint and to each and every count thereof because:

1. The Amended Bill of Complaint does not state a cause of action against the Defendant, P. G. Melbourne Real Estate, Inc.

2. The Amended Bill of Complaint is bad in substance and insufficient in law as to the Defendant, P. G. Melbourne Real Estate, Inc., in that it is too ambiguous to identify what information, if any, this Defendant failed to reveal; what assurances, if any, were made to prospective purchasers; who or what persons failed to disclose information or made assurances on behalf of this Defendant and if in fact said persons were acting on behalf of this Defendant or as its agents; which of the Plaintiffs were harmed and to what extent, if any, by the alleged actions of this Defendant; which attorneys, if any, were selected by this Defendant to the detriment of which Plaintiffs; with the result that it is impossible for Defendant to responsively plead to the allegations in each or any of the paragraphs thereof, as required by Maryland Rule 372.

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BENJAMIN MICHAELSON, JR.
215 MAIN STREET
ANNAPOLIS, MARYLAND
21404

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3. The allegations set forth in Plaintiffs' Amended Bill of Complaint consist of conclusions of law and cannot be responsively pleaded to by this Defendant.

WHEREFORE, Defendant, P. G. Melbourne Real Estate, Inc., respectfully prays that the Amended Bill of Complaint filed herein be dismissed without leave to amend as to the said Defendant.

Points and Authorities

Maryland Rules of Procedure, Rules 345, 370, 371, 372 and 373.

Benjamin Michaelson, Jr.
215 Main Street
Annapolis, Maryland 21404
Telephone: 267-8178
Attorney for Defendant, P.G. Melbourne Real Estate, Inc.

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 7th day of July, 1972, I mailed a copy of the aforegoing Pleading to Martin Moncarz, Esq, Sixteen Crain Highway, N.W., Glen Burnie, Md. 21961, Attorney for Plaintiffs; Richard W. Case, Esq., Joseph M. Roulhac, Esq. and Smith, Sommerville & Case, One Charles Center, Baltimore, Md. 21201, Attorneys for the Defendants, Weaver Bros., Inc. of Maryland, Sidney H. Tinley, Jr., Catherine Byrne Doehler, W. Douglas Buttner, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, Section 14 Corporation and Maryland Escrow, Inc.; Paul F. Borden, Esq., and John M. Court, Esq., Arundel Center, Calvert Street, Annapolis, Md. 21404, Attorneys for the Defendant, Anne Arundel County, Maryland; John J. Ghingher, Jr., Esq., 10 Light Street, Baltimore, Md. 21202, Attorney for the Defendant, The Title Guarantee Company; James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Md. 20910, Attorney for the Defendant, Hugh T. Pack, Inc.; Gerald Kunes, Esq., 701 Washington Blvd., Laurel, Md. 20810, Attorney for the Defendant, Bowie Realty Company, Inc; and to William B. Russell, 227 Eastern South, Laurel, Md. 20810, Representative of the Defendant, Washington Development Corporation.

Benjamin Michaelson, Jr.

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215 MAIN STREET
ANNAPOLIS, MARYLAND
21404

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HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 AND 14 OF MARYLAND CITY, ET AL	*	IN THE CIRCUIT COURT
	*	FOR
Plaintiffs	*	ANNE ARUNDEL COUNTY
	*	
v.		
	*	NO. 20,674 EQUITY
WEAVER BROS., INC. OF MARYLAND, ET AL	*	
Defendants	*	
	*	

O R D E R

The demurrer of the defendant, P. G. Melbourne Real Estate, Inc., to the plaintiffs' amended bill of complaint being submitted without request for hearing, the proceedings were read and considered.

IT IS THEREUPON, this 24th day of July, 1972, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the aforementioned demurrer be, and it is hereby, sustained with leave to amend within twenty (20) days hereof.

JUDGE

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Copy to
Benjamin Michaelson, Jr., Esq.
Martin Moncarz, Esq.

BOOK 196 PAGE 793

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 AND 14 OF MARYLAND CITY, ET AL	:	IN THE
Plaintiffs	:	CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, ET AL	:	NO. 20,674 EQUITY
Defendants	:	
	:	

DEMURRER

The Defendant Hugh T. Peck, Inc., by its Attorney James F. FitzGerald, demurs to the amended Bill of Complaint and to each and every count thereof, and for reason therefor says:

1. The Amended Bill of Complaint does not state a cause of action against the defendant Hugh T. Peck, Inc.

2. That the Amended Bill of Complaint as to the Defendant Hugh T. Peck, Inc. is insufficient because it contains merely the legal conclusions of the Defendant.

3. That the Amended Bill of Complaint is vague and ambiguous with the result that the Defendant Hugh T. Peck, Inc. cannot responsively plead to the allegations of said Amended Bill of Complaint.

4. And for other reasons to be advanced at the time of the hearing hereon.

WHEREFORE THE PREMISES considered, the Defendant Hugh T. Peck, Inc. respectfully requests this Court to dismiss with prejudice Amended Bill of Complaint filed herein.

James F. FitzGerald
Attorney for the Defendant
Hugh T. Peck., Inc.

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JAMES F. FITZGERALD
ATTORNEY AT LAW
850 SLIGO AVENUE
SILVER SPRING, MD. 20910
588-6133

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of August, 1972, a copy of the foregoing Demurrer and attached Points and Authorities was mailed, postage pre-paid, to Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland, 21061, attorney for the Plaintiffs; John M. Court, Esquire, Asst. County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland, 21404, attorney for Joseph W. Alton, Jr.; Benjamin Michaelson,Jr., Esquire, 168 Main Street, Annapolis, Maryland 21404, attorney for P. G. Melbourne Real Estate, Inc.; Gerald Kunes Esquire, 701 Washington Boulevard, Laurel, Maryland, 20810, attorney for Bowie Realty Company, Inc.; William B. Russell, 227 Easton South, Laurel, Maryland, 20810, representative of Washington Developement Corporation; and John J. Ghingher, Jr., 10 Light Street, 20th Floor, Baltimore, Maryland, 21202, attorney for the Title Guarantee Company.

James F. FitzGerald
Attorney for the Defendant
Hugh T. Peck
Suite 700 850 Sligo Ave.
Silver Spring, Maryland
588-6133

JAMES F. FITZGERALD
ATTORNEY AT LAW
850 SLIGO AVENUE
SILVER SPRING, MD. 20910

588-6133

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HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12,13 AND 14 OF MARYLAND CITY, ET AL	:	IN THE
Plaintiffs	:	CIRCUIT COURT
VS.	:	FOR
WEAVER BROS., INC. OF MARYLAND, ET AL	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 20,674 EQUITY

POINTS & AUTHORITIES IN SUPPORT

OF DEFENDANT HUGH T. PECK, INC.'S DEMURRER

Maryland Rule 345

Maryland Rule 370

Maryland Rule 371

Maryland Rule 372

Maryland Rule 373

Respectfully Submitted,

James F. FitzGerald

JAMES F. FITZGERALD
ATTORNEY AT LAW
850 SLIGO AVENUE
SILVER SPRING, MD. 20910

588-6133

BOOK 196 PAGE 796

HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 AND 14 OF MARYLAND CITY, ET AL	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, ET AL	*	NO. 20,674 EQUITY
Defendants	*	

* * * * * * * * * * *

MOTION TO DISMISS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, P. G. Melbourne Real Estate, Inc., by Benjamin Michaelson, Jr. its attorney, moves that this Honorable Court dismiss the Bill of Complaint herein filed against it with prejudice, and for reasons states:

FIRST: That on July 7, 1972, the Defendant, P. G. Melbourne Real Estate, Inc., filed a Demurrer to the Amended Bill of Complaint filed herein.

SECOND: That on July 24, 1972, this Honorable Court issued an Order that the Demurrer be sustained with leave to amend within twenty (20) days therefrom.

THIRD: That more than twenty (20) days has elapsed from July 24, 1972, and Plaintiffs have not filed an amended Bill of Complaint as required by said Order.

WHEREFORE, the Defendant, P. G. Melbourne Real Estate, Inc., respectfully prays that the within suit against it be dismissed with prejudice.

AND AS IN DUTY BOUND, ETC.

Benjamin Michaelson, Jr.
Attorney for Defendant,
P.G. Melbourne Real Estate, Inc.

LAW OFFICES
BENJAMIN MICHAELSON, JR.
215 MAIN STREET
ANNAPOLIS, MARYLAND
21404

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ORDER

Upon the foregoing Motion to Dismiss of the Defendant, P. G. Melbourne Real Estate, Inc., the Plaintiffs having failed to file an amended bill of complaint within twenty (20) days, as set forth by Order of this Court on July 24, 1972, it is therefore:

ORDERED that the Defendant, P. G. Melbourne Real Estate, Inc., be dismissed from the within suit. on this 7th day of September, 1972.

George Lasker
JUDGE

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1972 SEP -7 AM 11:46

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 21st day of August, 1972, I mailed a copy of the aforegoing Motion To Dismiss and Order to Martin Moncarz, Esq., Sixteen Crain Highway, N.W., Glen Burnie, Md. 21961, Attorney for Plaintiffs; Richard W. Case, Esq., Joseph M. Roulhac, Esq. and Smith, Sommerville & Case, One Charles Center, Baltimore, Md. 21201, Attorneys for the Defendants, Weaver Bros., Inc. of Maryland, Sidney H. Tinley, Jr., Catherine Byrne Doehler, W. Douglas Buttner, Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, Section 14 Corporation and Maryland Escrow, Inc.; Paul F. Borden, Esq., and John M. Court, Esq., Arundel Center, Calvert Street, Annapolis, Md. 21404, Attorneys for the Defendant, Anne Arundel County, Maryland; John J. Ghingher Jr., Esq., 10 Light Street, Baltimore, Md. 21202, Attorney for the Defendant, The Title Guarantee Company; James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Md. 20910, Attorney for the Defendant, Hugh T. Pack, Inc.; Gerald Kunes, Esq., 701 Washington Blvd., Laurel, Md. 20810, Attorney for the Defendant, Bowie Realty Company, Inc.; and to William B. Russell, 227 Eastern South, Laruel, Md. 20810, Representative of the Defendant, Washington Development Corporation.

Benjamin Michaelson, Jr.

LAW OFFICES
BENJAMIN MICHAELSON, JR.
215 MAIN STREET
ANNAPOLIS, MARYLAND
21404

HOMEOWNERS PROTECTIVE ASSOCIATION, et al	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
v.	*	ANNE ARUNDEL COUNTY
WEAVER BROS. INC. OF MARYLAND, et al	*	Equity No. 20674
Defendants	*	

* *

OBJECTIONS OF TITLE GUARANTEE COMPANY
TO SETTLEMENT

The Title Guarantee Company, Defendant, by its attorneys, John J. Ghingher, Jr. and Alfred H. Kreckman, Jr., objects to the settlement of the captioned case on the terms described in the Agreement attached as Exhibit A to the Petition for Ratification and Approval of Settlement of Class Action and as cause therefore says:

1. That while the said Agreement does provide for dismissal of Title Guarantee Company from this action, it does not provide that such dismissal be with prejudice.

2. That such dismissal should be with prejudice in view of the fact that Plaintiffs, and the class they purport to represent, will achieve full satisfaction of their claims by virtue of the settlement with certain of the Defendants herein as specifically set forth in the said Agreement.

WHEREFORE, Title Guarantee Company prays:

(a) that the settlement described in the said Agreement not be ratified or approved by this Court, or in the alternative,

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(b) that any final order approving and ratifying the said settlement specifically provide that the dismissal of Title Guarantee Company from this action be with prejudice.

John J. Gallagher, Jr.

Alfred H. Kreckman, Jr.

Attorneys for Defendant,
Title Guarantee Company

CERTIFICATE OF MAILING

I hereby certify that on this 20th day of November, 1972, a copy of the foregoing Objections of Title Guarantee Company to Settlement was mailed to Martin Moncarz, Esquire, 16 Crain Highway, N.W., Glen Burnie, Maryland 21061, attorney for Plaintiffs, and to all other named Defendants, or their attorneys of record.

Alfred H. Kreckman, Jr.

11/17/72

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BOOK 196 PAGE 800

HOMEOWNERS PROTECTIVE ASSOCIATION, et al.	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND, et al.	:	
Defendants	:	Equity No. 20674
	:	

: : : :

IT IS HEREBY ORDERED AND DECREED this 5 day of December, 1972, as follows:

1. The Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby ratified and approved and incorporated herein as fully as if set out verbatim.

2. The above-captioned case is hereby dismissed with prejudice as to all defendants except defendants Chesapeake Financial Corporation (successor to the assets and liabilities of Weaver Bros., Inc. of Maryland), Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, and Section 14 Corporation (as to which defendants the settlement described in the Agreement shall nevertheless constitute a full and final termination of the above-captioned case).

3. Defendants Chesapeake Financial Corporation (successor to the assets and liabilities of Weaver Bros., Inc. of Maryland) and Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, and Section 14 Corporation shall pay all court costs in the above-captioned case.

James L. Wray, Judge
Circuit Court for Anne Arundel County

The undersigned hereby agree and consent to the passage of the preceding Final Order on behalf of their respective clients:

Martin Moncarz
Attorney for Homeowners Protective Association, Sections 12, 13 and 14 of Maryland City, plaintiff

Wm. B. Somerville
Wm. B. Somerville

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Robert J. Carson

Robert J. Carson

Smith, Somerville & Case

Smith, Somerville & Case

Attorneys for Chesapeake Financial Corporation (successor to the assets and liabilities of Weaver Bros., Inc. of Maryland), Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, and Section 14 Corporation, defendants

John J. Ghingher,

John J. Ghingher,

Alfred H. Kreckman, Jr.

Alfred H. Kreckman, Jr.

Attorneys for The Title Guarantee Company, defendant

Exhibit A

BOOK 196 PAGE 803

THIS AGREEMENT, made this 1st day of November, 1972, by and between CHESAPEAKE FINANCIAL CORPORATION, a Maryland corporation (hereinafter sometimes called "Chesapeake"), and SECTION 12-A CORPORATION, SECTION 12-B CORPORATION, SECTION 13 CORPORATION, and SECTION 14 CORPORATION, Maryland corporations whose issued capital stock is owned solely by Chesapeake (hereinafter sometimes collectively called "the numbered corporations"), collectively parties of the first part; and HOMEOWNERS PROTECTIVE ASSOCIATION, SECTIONS 12, 13 AND 14 OF MARYLAND CITY, a voluntary unincorporated association of the residents of Sections 12, 13, and 14 of Maryland City in Anne Arundel County, Maryland (hereinafter sometimes called "H.P.A."), party of the second part.

WHEREAS, certain annual sanitary facilities charges (hereinafter sometimes called "the charges") were established with respect to the Lots in Sections 12, 13, and 14 of Maryland City for the purpose of paying for certain sewer and water facilities constructed and installed to service said Lots, the charges having been created by (and being specifically described in) the following Deeds:

As to Section 12 of Maryland City - Deed from Section 12-A Corporation to Washington Development Corporation (hereinafter sometimes called "W.D.C."), dated December 14, 1966, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2032, folio 377 (as amended by a Confirmatory Deed and Declaration by Section 12-A Corporation dated March 2, 1970, and recorded among said Land Records in Liber M.S.H. No. 2332, folio 279), and Deed from Section 12-B Corporation to W.D.C., dated December 14, 1966, and recorded among said Land Records in Liber M.S.H. No. 2032, folio 391 (as amended by a Confirmatory Deed and Declaration by Section 12-B Corporation dated March 2, 1970, and recorded among said Land Records in Liber M.S.H. No. 2332, folio 275),

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As to Section 13 of Maryland City - Deed from Section 13 Corporation to W.D.C., dated December 30, 1966, and recorded among said Land Records in Liber M.S.H. No. 2037, folio 169 (as amended by a Confirmatory Deed and Declaration by Section 13 Corporation dated March 2, 1970, and recorded among said Land Records in Liber M.S.H. No. 2332, folio 266),

And as to Section 14 of Maryland City - Deed from Section 14 Corporation to W.D.C., dated September 29, 1966, and recorded among said Land Records in Liber M.S.H. No. 2014, folio 150 (as amended by a Confirmatory Deed and Declaration by Section 14 Corporation dated March 2, 1970, and recorded among said Land Records in Liber M.S.H. No. 2332, folio 269);

AND WHEREAS, the charges were payable to the numbered corporations by the owners of the Lots in Sections 12, 13, and 14 of Maryland City for a period of thirty (30) years commencing on January 1, 1967;

AND WHEREAS, the above-described Deeds did not divide the charges into components of principal and interest;

AND WHEREAS, the above-described Deeds did not permit the owners of the Lots in Sections 12, 13, and 14 of Maryland City to prepay the charges;

AND WHEREAS, H.P.A. (together with ten individual members thereof) instituted litigation on or about December 7, 1971, in the Circuit Court for Anne Arundel County against Weaver Bros., Inc. of Maryland, a Maryland corporation (hereinafter sometimes called "Weaver"), against the numbered corporations, and against other defendants, in the case entitled Homeowners Protective Association, Sections 12, 13 and 14 of Maryland City, et al., v. Weaver Bros., Inc. of Maryland, et al. and bearing Equity Number 20,674 (hereinafter sometimes called "the present litigation");

AND WHEREAS, H.P.A. principally sought in the present litigation to have the charges adjudicated to be wholly (or partially)

invalid and unenforceable;

AND WHEREAS, Chesapeake is the successor to the assets and liabilities (including all issued capital stock in the numbered corporations) of Weaver, Weaver having been duly dissolved in accordance with Maryland law on July 31, 1972;

AND WHEREAS, the parties hereto now desire to settle the present litigation in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by each of the parties to the other, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree and covenant as follows:

1. The foregoing recitals are made a part of this Agreement.

2. The charges in the future (commencing with the payment due January 1, 1973) shall be divided into principal and interest components based upon an amortization schedule for each Lot (in Sections 12, 13, and 14 of Maryland City) calculated in accordance with a six percent (6%) interest factor. Chesapeake and the numbered corporations shall at their expense cause to be prepared and to be mailed to the owner(s) of each Lot (by not later than fifteen (15) days after the passage by the Circuit Court for Anne Arundel County of the final Order described in Paragraph 9 below) a printed or typed amortization schedule (which shall be in form similar to a mortgage amortization schedule), showing such division of principal and interest over the twenty-four (24) years commencing on January 1, 1973, as to his (their) Lot.

3. The numbered corporations shall grant to the owner(s) of each Lot in Sections 12, 13, and 14 of Maryland City the right at any time (after January 1, 1973) to prepay the charge against his (their) Lot, the prepayment amount to be equal to the then remaining principal balance relating to that Lot (together with any interest which may have accrued upon such principal balance since the last annual payment was made).

4. Chesapeake and the numbered corporations shall pay all Court costs in the present litigation (and shall bear all expenses incurred in giving all notices which the Circuit Court for Anne Arundel County may require as a condition precedent to its ratification and approval of this Agreement).

5. Chesapeake and the numbered corporations shall pay to Martin Moncarz, Esq., attorney for H.P.A. (and, indeed, for all owners of Lots in Sections 12, 13, and 14 of Maryland City) for representation of his clients in the present litigation, towards his fee the sum of Five Thousand Dollars ($5,000.00).

6. Chesapeake and the numbered corporations agree to use their best efforts to attempt to persuade the Veterans Administration to cease deducting from the appraised value of houses in Sections 12, 13, and 14 of Maryland City an amount based upon a capitalization of the charges (in much the same way as if the charges represented ground rents). However, Chesapeake and the numbered corporations cannot warrant their success in this undertaking (and the settlement of the present litigation shall not be affected if the Veterans Administration does not change its policy in this regard).

7. This Agreement constitutes a settlement between the parties of all matters in dispute between them arising out of the charges, it being understood and agreed that the charges (as modified and amended by the terms and conditions of this Agreement) remain and shall remain in full force and effect as covenants running with the land (and are binding and shall be binding upon the owner(s) of each Lot in Sections 12, 13, and 14 of Maryland City, and upon his (their) successors in title).

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8. This Agreement and all the terms and conditions thereof shall bind and inure to the benefit of (a) Chesapeake and the numbered corporations, and their successors and assigns; (b) H.P.A., its successors and assigns, and all its members (now or in the future), and their personal representatives and assigns; and (c) the owners of all Lots in Sections 12, 13, and 14 in Maryland City(now or in the future), and their personal representatives, successors, and assigns.

9. This Agreement shall not be effective until the same is ratified and approved by a final Order of the Circuit Court for Anne Arundel County passed in the present litigation. Said final Order shall also provide for the dismissal of all defendants to the present litigation except Weaver, Chesapeake, and the numbered corporations (as to which the settlement described in this Agreement shall constitute a full and final termination of the present litigation).

10. Each numbered corporation shall, within fifteen (15) days after the passage of the final Order described in the preceding paragraph, execute and record among the Land Records of Anne Arundel County an appropriate Amendatory Deed and Declaration in the form of the Amendatory Deed and Declaration by Section 12-A Corporation attached hereto as Exhibit A and made a part hereof.

11. This Agreement may not be amended except by an instrument in writing signed by the parties hereto and ratified and approved by an Order of the Circuit Court for Anne Arundel County in the present litigation.

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12. This Agreement has been executed by the parties in a spirit of compromise with respect to the present litigation. In the event that this Agreement does not become effective for any reason, the contents of this Agreement are not to be construed as an admission of liability by any of the parties to this Agreement, and the present litigation in such event shall continue and be adjudicated as if this Agreement had never been executed.

WITNESS the execution of the foregoing Agreement by the parties thereto as of the day and year first above written.

ATTEST:

CHESAPEAKE FINANCIAL CORPORATION

Catherine Byrne Doehler, Secretary

By: Sidney H. Tinley, Jr., President

SECTION 12-A CORPORATION

W. Douglas Buttner, Secretary

By: Sidney H. Tinley, Jr., President

SECTION 12-B CORPORATION

W. Douglas Buttner, Secretary

By: Sidney H. Tinley, Jr., President

SECTION 13 CORPORATION

W. Douglas Buttner, Secretary

By: Sidney H. Tinley, Jr., President

SECTION 14 CORPORATION

W. Douglas Buttner, Secretary

By: Sidney H. Tinley, Jr., President

HOMEOWNERS PROTECTIVE ASSOCIATION
Sections 12, 13 and 14 of Maryland City

Sheila J. Hiles, Secretary

By: Paul Walker, Chairman

Exhibit A

BOOK 196 PAGE 809

THIS AMENDATORY DEED AND DECLARATION, made this _____ day of _____, 1972, by SECTION 12-A CORPORATION, a Maryland corporation ("Grantor").

WHEREAS, by Deed and Agreement dated December 14, 1966, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2032, folio 377, Grantor granted and conveyed unto Washington Development Corporation, a Maryland corporation, in fee simple, subject to the covenants, agreements, conditions and charges, known as Sanitary Facilities Charges, therein set out, Lots 1 through 46, inclusive, of Section 12 of the subdivision known as Maryland City, as more particularly shown on a plat recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 32, folio 74;

AND WHEREAS, by Confirmatory Deed and Declaration dated March 2, 1970, and recorded among said Land Records in Liber M.S.H. No. 2332, folio 272, Grantor confirmed and declared that:

> "[T]he lien of the Sanitary Facilities Charges. . . shall be subordinate to the lien of any mortgage or deed of trust in the nature of a mortgage now and hereafter placed upon any of the Lots subject to such charges and conveyed by such Deed; provided, however, that such subordination shall apply only to those charges which have become due and payable prior to a sale or transfer of any of such Lots pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any of such Lots from liability for the payment of any Sanitary Facilities Charges thereafter becoming due, nor from the lien of any subsequent charges. In all other respects, the aforesaid Deed and Agreement is hereby confirmed."

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AND WHEREAS, Grantor on _____ ___, 1972, entered into an Agreement with Homeowners Protective Association, Sections 12, 13 and 14 of Maryland City, and with others, covenanting and agreeing to execute and record this Amendatory Deed and Declaration;

AND WHEREAS, the Circuit Court for Anne Arundel County in Equity in the case entitled Homeowners Protective Association Sections 12, 13 and 14 of Maryland City, et al. v. Weaver Bros., Inc. of Maryland, et al., Equity No. 20,674, on _____ ___, 1972, passed a final Order ratifying and approving said Agreement;

NOW, THEREFORE, the Grantor hereby confirms and declares, intending to be fully bound hereby, that the terms and conditions set forth in the aforesaid Deed and Agreement (as confirmed by the aforesaid Confirmatory Deed and Agreement) are hereby modified and amended in accordance with and to the extent hereinafter provided:

1. The Sanitary Facilities Charges in the future (commencing with the payment due January 1, 1973) shall be divided into principal and interest components based upon an amortization schedule for each said Lot (in Section 12 of Maryland City) calculated in accordance with a six percent (6%) interest factor. Grantor has heretofore caused to be prepared and mailed to the owner(s) of each said Lot a printed or typed amortization schedule (in form similar to a mortgage amortization schedule), showing such division of principal and interest over the twenty-four (24) years commencing on January 1, 1973, as to his (their) Lot.

2. The owner(s) of each said Lot in Section 12 of Maryland City shall have the right at any time (after January 1, 1973) to prepay the Sanitary Facilities Charge against his (their) Lot, the prepayment amount to be equal to the then remaining principal balance relating to that Lot (together with any interest which

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may have accrued upon such principal balance since the last annual payment was made).

3. Except as provided in paragraphs 1 and 2 hereof, the aforesaid Deed and Agreement (as confirmed by the aforesaid Confirmatory Deed and Agreement) is hereby confirmed.

WITNESS the corporate seal of Section 12-A Corporation and the signature of Sidney H. Tinley, Jr., President.

ATTEST: SECTION 12-A CORPORATION

_____ By: _____
Secretary Sidney H. Tinley, Jr., President

STATE OF MARYLAND:
SS
CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this _____ day of _____, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sidney H. Tinley, Jr., personally known to me (or satisfactorily proven) to be such person, who acknowledged himself to be the President of Section 12-A Corporation, and that he as such President, being authorized so to do, executed the foregoing Amendatory Deed and Declaration for the purposes therein contained by signing in my presence the name of the corporation by himself as such President.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires:

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I HEREBY CERTIFY that on this 5th day of December, 1972, copies of the foregoing Final Order were mailed to Martin Moncarz, Esq., attorney for plaintiffs;

John M. Court, Esq., Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland, 21404, attorney for defendant Anne Arundel County, Maryland; Mr. William B. Russell, 227 Easton South, Laurel, Maryland 20810, representative of defendant Washington Development Corporation; John J. Ghingher, Jr., Esq., 10 Light Street, 20th Floor, Baltimore, Maryland 21202, attorney for defendants The Title Guarantee Company and Maryland Escrow, Inc.; Benjamin Michaelson, Jr., Esq., 168 Main Street, Annapolis, Maryland 21404, attorney for defendant P.G. Melbourne Real Estate, Inc.; Gerald Kunes, Esq., 701 Washington Boulevard, Laurel, Maryland 20810, attorney for defendant Bowie Realty Company, Inc.; and James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for defendant Hugh T. Peck Properties, Inc.

Robert J. Carson
Robert J. Carson

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BOOK 196 PAGE 813

HOMEOWNERS PROTECTIVE ASSOCIATION et al.	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WEAVER BROS., INC. OF MARYLAND et al.	:	
Defendants	:	Equity No. 20674
	:	

: : : :

c. As required by paragraph 5 of the Agreement, he mailed to Martin Moncarz, Esq., on December 5, 1972, a check drawn by Chesapeake Financial Corporation to his order in the amount of $5,000.00. Mr. Moncarz subsequently acknowledged receipt of the check in a letter to Mr. Carson dated December 11, 1972.

d. As required by paragraph 6 of the Agreement, Chesapeake and the numbered corporations have attempted "to use their best efforts to attempt to persuade the Veterans Administration to cease deducting from the appraised values of houses in Sections 12, 13, and 14 of Maryland City an amount based upon a capitalization of the charges. . ." (paragraph 6 also specifying that the "settlement of the present litigation shall not be affected if the Veterans Administration does not change its policy in this regard"), on December 15, 1972, W. Douglas Buttner, Vice-President of Chesapeake Financial Corporation, mailed to the Veterans Administration a letter (which was previously received by Mr. Carson) attempting to persuade the Veterans Administration to "cease deducting from the appraised value of houses in Sections 12, 13, and 14 of Maryland City an amount based upon a capitalization of the charges (in much the same way as if the charges represented ground rents)." A copy of said letter received by Mr. Carson) is attached hereto as Exhibit B and made a part hereof.

e. As required by paragraph 10 of the Agreement, Amendatory Deeds and Declarations were executed on December 14, 1972, by Section 12-A Corporation, Section 12-B Corporation, Section 13 Corporation, and Section 14 Corporation, and were on December 19, 1972, respectively recorded among the Land Records

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I HEREBY CERTIFY that on this 12thday of January , 1973, copies of the foregoing Affidavit were mailed to Martin Moncarz, Esq., attorney for plaintiffs, 16 Crain Highway, Glen Burnie, Maryland 21061; John M. Court, Esq., Assistant County Solicitor, Arundel Center, Calvert Street, Annapolis, Maryland 21404, attorney for defendant Anne Arundel County, Maryland; Mr. William B. Russell, 227 Easton South, Laurel, Maryland 20810, representative of defendant Washington Development Corporation; John J. Ghingher, Jr., Esq., 10 Light Street, 20th Floor, Baltimore, Maryland 21202, attorney for defendants The Title Guarantee Company and Maryland Escrow, Inc.; Benjamin Michaelson, Jr., Esq., 168 Main Street, Annapolis, Maryland 21404, attorney for defendant P.G. Melbourne Real Estate, Inc.; Gerald Kunes, Esq., 701 Washington Boulevard, Laurel, Maryland 20810, attorney for defendant Bowie Realty Company, Inc.; and James F. Fitzgerald, Esq., 850 Sligo Avenue, Silver Spring, Maryland 20910, attorney for defendant Hugh T. Peck Properties, Inc.

Robert J. Carson
Robert J. Carson

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of Anne Arundel County in Liber No. M.S.H. No. 2548, Folio 11, M.S.H. No. 2548, Folio 14, M.S.H. No. 2548, Folio 17, and M.S.H. No. 2548, Folio 20. Copies of said Amendatory Deeds and Declarations are respectively attached hereto as Exhibits C-1, C-2, C-3, and C-4, and made a part hereof.

Robert J. Carson

2. C. Earl Miller stated under oath as follows:

a. That he is a Vice-President of Chesapeake Financial Corporation and an Assistant Secretary of the numbered corporations.

b. As required by paragraph 2 of the Agreement, on December 14, 1972, he mailed or caused to be mailed in the United States mails to all owners of lots in Sections 12, 13, and 14 of Maryland City appropriate letters enclosing printed or typed amortization schedules (in form similar to mortgage amortization schedules). Copies of his letter and of a specimen schedule are respectively attached hereto as Exhibits D-1 and D-2.

C. Earl Miller

AS WITNESS my hand and Notarial Seal.

John T. Murphy
Notary Public

My commission expires: 7/1/74

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ALLEN GIVNER
3403 Dolfield Avenue
Baltimore, Maryland

vs.

CATHERINE WISE
4336 Parkside Drive
Baltimore, Maryland

CAROLINE WISE
4336 Parkside Drive
Baltimore, Maryland

GERTRUDE WISE
4336 Parkside Drive
Baltimore, Maryland

Defendant

Property known as
Lots 18-19-20-21
Block M situated at
Marley Park Beach
Third District
Anne Arundel County

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 11,509

BILL OF COMPLAINT TO FORECLOSE RIGHT OF REDEMPTION

To The Honorable, The Judges of said Court:

The Bill of Complaint of Allen Givner, Plaintiff, by Ginsberg & Ginsberg and Solomon Hirschhorn, his solicitors, represents unto this Honorable Court.

1. That on October 13, 1953 Joseph H. Griscom, Sr., Treasurer and Collector of taxes for Anne Arundel County and the State of Maryland sold to Allen Givner, Plaintiff, at public auction the herein enumerated property in fee simple, in conformity with the authority conferred upon him by Chapter 761 of the Act of the General Assembly of 1943 and by acts amendatory thereof.

2. That the Serial No. of the Certificate of Tax Sale issued to the Plaintiff by the County Treasurer as aforesaid is 2160, and a description of the property in substantially the same form as the description appearing on the County Treasurer's tax roll, and the amount of money required for the redemption of the property hereindescribed are as follows:

Certificate of Tax Sale	Recorded in	Description	Assessment $284. Taxes, Sanitary Tax, Interests & Costs $68.19.
Serial No. 2160	Liber_____ No._____ Folio_____	Lots 18-19-20-21 Block M, situated at Marley Park Beach Third District Anne Arundel County	

Filed: 1 Oct. 1955

3. That the original Certificate of Tax Sale herewith attached to the Bill of Complaint is prayed to be read and taken as a part hereof as though fully incorporated herein and in marked "Plaintiff's Exhibit No. 1."

4. That a search and examination of the Land Records of Anne Arundel County, the Records of the Register of Wills of Anne Arundel County, and the Records of all Courts of Law and Equity of Anne Arundel County discloses that the title to the aforesaid property is in the names of Catherine Wise, Caroline Wise and Gertrude Wise by deed dated July 29, 1924 from The Marley Park Beach Land Company, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 94 Folio 480

5. That the description of the property recited at length in the aforementioned deed intended to describe the said property which appears on the County Treasurer's tax roll, as hereinbefore referred to, and as further intended to describe the same property which is described in detail and length in the Certificate of Tax Sale marked "Plaintiff's Exhibit No. 1" is prayed to be read as part hereof as fully as if incorporated herein.

6. That although more than a year and a day from the date of said sale has expired, the said property has not been redeemed by any party in interest and this present proceeding to foreclose the right of redemption is brought within two years from the date of the aforesaid tax sale, and the date of the issuance of the aforesaid Certificate of Sale.

7. That the amount necessary for the redemption of the property heretofore referred to, is the purchase price of the property as aforesaid which also appears on the face of the aforesaid Certificate of Tax Sale, together with interest at the rate of 6% per annum from the date of Sale to the date of redemption and all taxes and other County liens accruing subsequent to the date of Sale, together with interest and penalties thereon, and the total disbursement made by the Plaintiff, the present holder of the Certificate of Tax Sale, or by his predecessor, in accordance with the provisions of Chapter 761 Laws of Maryland, 1943 and the acts amendatory thereof.

To The End Therefore:

A. That this Honorable Court may pass a final decree foreclosing all rights of redemption of all the Defendants, and of all persons having or claiming to have any interest in and to the aforesaid property herein described.

B. That this Honorable Court may pass a final decree, vesting in the Plaintiff an absolute and indefeasible title, in fee simple, in and to the property herein described and referred to and to bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all incumbrances thereon, except public easements to which the property is subject, taxes and other County liens accruing subsequent to the date of the aforementioned tax sale.

C. That the Writ of Subpoena be issued to the Defendants, Catherine Wise, Caroline Wise and Gertrude Wise directed to them at 4335 Parkside Drive, Baltimore, Maryland, commanding them to be and appear in this Court on some day certain to be named therein, and answer the said Bill of Complaint or redeem the said property and abide by and perform such decrees or orders as may be passed therein and warning her that in case of failure to do so, a final decree will be rendered foreclosing all rights of redemption in the aforesaid property.

D. That an Order of Publication be passed giving notice to all persons known or unknown or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint warning them to be and appear in this Court in person or by Solicitor on or before the 7th day of December, 1955, and to show cause if any they may have why a decree should not be passed as prayed.

E. And for such other and further relief as the circumstances of this case may require.

And As In Duty Bound, etc.

Ginsberg and Ginsberg

Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland

Solomon Hirschhorn

Solomon Hirschhorn
110 E. Lexington Street
Baltimore 2, Maryland

Solicitors for Plaintiff

I hereby authorize the filing of the above Bill of Complaint

Allen Givner

Allen Givner, Plaintiff

3

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 29 day of September 1955 before me the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore personally appeared Allen Givner, Plaintiff, and made oath in due form of law that the matter and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Elmer J. Hobbs
Notary Public

//

BOOK 196 PAGE 821

2160

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to Allen Hines 3403 Medford Ave. ..... at public auction for the sum of 15. ..... Dollars and 70 ..... Cents, of which 62.19 ..... Dollars has been paid as a deposit on the property in 3rd Dist ..... described as Lots 18-19-20-21 Blk M. situated at Marley Park Beh. A. A. Co .....

and assessed to Catherine Wise 4336 Parkside drive Balto Md

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1954, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 13 day of Oct 19 53

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Willie Elizabeth Sterling
Notary Public.

My Commission Expires May 2 1955

Plaintiff's Exhibit No. 1

Filed: 1 Oct 1955

5-16468. WISE, CATHERINE, Lots 18-19-20-21, Blk. M., situated at Marley Park Beach. Third District. A. A. Co. Assessment $284. Taxes, Sanitary Tax, Interest & Costs $68.19. 70 RE P

ALLEN GIVNER
3403 Dolfield Avenue
Baltimore, Maryland

vs.

CATHERINE WISE
4336 Parkside Drive
Baltimore, Maryland

CAROLINE WISE
4336 Parkside Drive
Baltimore, Maryland

GERTRUDE WISE
4336 Parkside Drive
Baltimore, Maryland

Defendant

Property known as
Lots 18-19-20-21
Block M situated at
Marley Park Beach
Third District
Anne Arundel County

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 11,509

* * * * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to procure the ratification and confirmation of a sale made on the 13th day of October, 1953, by the Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, of a lot of ground in said county, which in said collector's advertisement of sale is described as follows:

Lots 18-19-20-21 Block M situated at Marley Park Beach

Third District Anne Arundel County

The bill states among other things that the amount necessary for the redemption of said property has not been paid although more than a year and a day from the date of sale to wit October 13, 1953 has expired.

The said proceedings having been examined by the Court, and the same appearing to be regular, and the provisions of the law in relation thereto appearing to have been complied with:

It is thereupon this 1st day of October 1955, by the Circuit Court for Anne Arundel County, Sitting in Equity, Ordered, that notice be given by the insertion of this order in a newspaper published in Anne Arundel County, once a week for four successive weeks before the 7th day of December 1955; warning all persons interested in said property to be and appear in Court by the 7th day of December 1955, and redeem the property or answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the said property and vesting in Plaintiff, a title, free and clear of all incumbrances.

George J. Cromwell
Clerk.

Filed: 1 Oct. 1955

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY
No. 1

ALLEN GIVNER, 3 Dolfield Avenue, Baltimore, Maryland

Vs.

CATHERINE WISE, 4336 Parkside Drive, Baltimore, Maryland

CAROLINE WISE, 4336 Parkside Drive, Baltimore, Maryland

GERTRUDE WISE, 4336 Parkside Drive, Baltimore, Maryland, Defendants.

Property known as Lots 18-19-20-21, Block M situated at Marley Park Beach, Third District, Anne Arundel County.

Order Of Publication

The object of this proceeding is to procure the ratification and confirmation of a sale made on the 13th day of October, 1953, by the Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, of a lot of ground in said county, which in said collector's advertisement of sale is described as follows:

Lots 18-19-20-21 Block M situated at Marley Park Beach, Third District, Anne Arundel County.

The bill states among other things that the amount necessary for the redemption of said property has not been paid although more than a year and a day from the date of sale to wit October 13, 1953 has expired.

The said proceedings having been examined by the Court, and the same appearing to be regular, and the provisions of the law in relation thereto appearing to have been complied with:

It is thereupon this 1st day of October 1955, by the Circuit Court for Anne Arundel County, Sitting in Equity, Ordered, that notice be given by the insertion of this order in a newspaper published in Anne Arundel County, once a week for four successive weeks before the 7th day of December, 1955; warning all persons interested in said property to be and appear in Court by the 7th day of December 1955, and redeem the property or answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the said property and vesting in Plaintiff, a title, free and clear of all incumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

o-27

BOOK 196 PAGE 823

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 15, 1955

We hereby certify, that the annexed

Order of Publication

Eq. # 5091 Property

Catherine Wise

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 December, 1955. The first insertion being made the 6th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 SEP 13 AM 10:38

By H. Tilghman

BOOK 196 PAGE 824

ALLEN GIVNER
3403 Dolfield Avenue
Baltimore, Maryland

vs.

CATHERINE WISE
4336 Parkside Drive
Baltimore, Maryland

CAROLINE WISE
4336 Parkside Drive
Baltimore, Maryland

GERTRUDE WISE
4336 Parkside Drive
Baltimore, Maryland

Defendants

Property known as
Lots 18-19-20-21
Block 4 situated at
Marley Park Beach
Third District
Anne Arundel County

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 11509

PETITION FOR THE DECREE PRO CONFESSO

To the Honorable, the Judges of said Court:

The petition of Allen Givner by Solomon Hirschorn and Ginsberg and Ginsberg, his solicitors, respectfully shows:

1. That the Defendants, Catherine Wise, Caroline Wise and Gertrude Wise has been returned "Non Sunt" twice.

2. That an Order of Publication was also issued warning all persons interested in the property in these proceedings to be and appear in Court, by a day specified in said order, and redeem the property or answer the Bill of Complaint.

Wherefore, your petitioner prays that a decree pro confesso may be entered against the Defendants named in said Bill of Complaint.

And as in duty bound, etc.

Solomon Hirschorn
Solomon Hirschorn
110 E. Lexington Street
Baltimore 2, Maryland

By
Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland
Telephone: LE 9-4750
Solicitors for Petitioner

FILED
1957 SEP 13 AM 10:39

It appearing from the proceedings in this cause that Catherine Wise, Caroline Wise, and Gertrude Wise were returned "non sunt" and it appearing further that the Defendants and all persons interested in these proceedings were also notified by an Order of Publication and that the Order of Publication heretofore issued has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the Defendants having failed to appear in person or by solicitors and answer the Bill of Complaint filed against them.

It is thereupon this 13th day of September, in the year 1957, by the Circuit Court for Anne Arundel County, in equity, Adjudged, Ordered and Decreed that the said Bill of Complaint, be, and the same is hereby, taken Pro Confesso against the said Defendants, Catherine Wise, Caroline Wise, and Gertrude Wise, and all persons interested in these proceedings.

Benjamin Michaelsen
Judge.

FILED
1957 SEP 13 PM 4:08

ALLEN GIVNER
3403 Dolfield Avenue
Baltimore, Maryland

vs.

CATHERINE WISE
4336 Parkside Drive
Baltimore, Maryland

CAROLINE WISE
4336 Parkside Drive
Baltimore, Maryland

GERTRUDE WISE
4336 Parkside Drive
Baltimore, Maryland

Defendant

Property known as Lots 18-19-20-21 Block M situated at Marley Park Beach Third District Anne Arundel County

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 11,509

* * * * * * * * *

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and caused, and it appearing that the same have been conducted in compliance with the provisions of Article 51, Section 69 to 121 of the Annotated Code of Maryland, 1951 edition.

It is thereupon this 4th day of November 1957, by the Circuit Court of Anne Arundel County, in equity, adjudged, ordered and decreed:

1. That all the rights of redemption of the Defendants, Catherine Wise, Caroline Wise, and Gertrude Wise, or anyone claiming by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all dissents occurring prior to this decree as well as all encumbrances thereon (except taxes subsequent to said date of sale and the public easements to which the same is subject is hereby vested in the Plaintiff.

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

FILED
1957 NOV -5 PM 3:24

4. That the Clerk of this Court issues a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiff shall pay the costs of these proceedings.

Matthew J. Evans

BOOK 196 PAGE 828

EX PARTE IN THE MATTER	*	IN THE
OF THE PETITION OF	*	CIRCUIT COURT
MATTHIAS WILLIAMS AND		FOR
JANET WILLIAMS, HIS WIFE,	*	ANNE ARUNDEL COUNTY
FOR APPOINTMENT OF	*	
GUARDIAN TO CONVEY		Equity Number 21,066
REAL ESTATE	*	Docket 27
		Folio 382.

* * * * * * * *

PETITION FOR APPOINTMENT OF GUARDIAN TO CONVEY INTEREST OF MINOR IN REAL ESTATE

The Petition of Matthias Williams and Janet Williams, his wife, by Alan Meyers, their solicitor, respectfully represents:

1. That your Petitioners were the owners of certain fee simple property located in the third election district of Anne Arundel County, the description of which property more fully appears in a deed filed herewith and made a part hereof.

2. That your Petitioners intended to convey said property to their children, Brian Williams and Nancita Rogers, reserving however, to themselves a life estate in said property with powers of disposition.

3. That by deed dated February 2, 1970, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2328, folio 555 (which said deed is attached hereto and intended to be made a part hereof) said property was erroneously conveyed by your Petitioners to said children, Brian Williams and Nancita Rogers absolutely in fee simple.

FILED

1972 OCT -5 PM 2:40

4. That the child of your Petitioner, Brian Williams, is a minor, age 11, and is incapable by law of executing a deed.

5. That your Petitioners desire to place title to said property in conformity with their intentions as hereinbefore set out.

WHEREFORE, your Petitioners pray:

A. That a guardian be appointed to execute a deed conveying the interest of the infant, Brian Williams, in the fee simple property described in the deed dated February 2, 1970 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2328, folio 555 from Matthias Williams and Janet Williams, his wife, to Brian Williams and Nancita Rogers in accordance with Section 204 of Article 93A of the Annotated Code of Maryland.

B. They be awarded such other and further relief as the nature of their cause may require.

Matthias Williams

Janet Williams

Alan Meyers

Alan Meyers, Solicitor
Suite 1 Equitable Building
Baltimore, Maryland 21202
752-0055

We do hereby solemnly declare and affirm under penalty of perjury that the contents of the aforegoing Petition are true and correct to the best of our knowledge, information and belief.

Matthias Williams

Janet Williams

FEE-SIMPLE DEED — INDIVIDUAL GRANTOR AND GRANTEE — 40

No Consideration Parents & Children

BOOK 196 PAGE 830
LIBER 2328 PAGE 555

This Deed, Made this 2nd day of February 1970

in the year one thousand nine hundred and SEVENTY , by and between

MATTHIAS WILLIAMS & JANET WILLIAMS, his wife

, of the first part, and

NANCITA ROGERS & BRIAN WILLIAMS, as joint tenants and not as tenants in common

of the second part.

Witnesseth, that in consideration of the sum of $5.00 and love and affection

the said

MATTHIAS WILLIAMS & JANET WILLIAMS

do hereby grant and convey unto the said

BRIAN WILLIAMS & NANCITA ROGERS their

heirs and assigns,

in fee simple, all that lot(s) of ground, situate, lying and being in the third election district of Anne Arundel County

, State of Maryland, and described as follows, that is to say:—

Beginning for the same at an iron pipe set on the division line between lots no. 39 and 40 as shown on a plot entitled "Section 3-- part of 196 acre tract near Jacobsville Anne Arundel County for Elizabeth Foxwell recorded in large Plot Book 19 Page 4 said Iron Pipe being distant along said division line south 76 degrees 29 minutes 30 seconds east 174.71 feet from the point where said division line intersects the easternmost side of Old Mill Road said iron pipe and point of beginning being also the point where said division line is intersected by the northeastern most side of a 15 foot storm drain easement now establised . Then from said point of beginning so fixed leaving said division line between lots 39 & 38 and binding on said Northeasternmost side of said storm drainage easement north 25 degrees, 53 minutes 30 seconds west 145.58 ft. to an iron pipe

3

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A.A. COUNTY
70 FEB -9 AM 11:52

FEB -9-70 RECD FOR RECORD 9 M CLK.CT.A.A.C.

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1972 OCT -5 PM 2:40

FILED
1972 OCT -5 PM 2:51

here set on the northeasternmost line of that conveyance from William I. Gosnell and Verna Gosnell to Marcella Williams dated April 23, 1955 and recorded among the Land Records of Anne Arundel County J. H. H. 923 Folio 312 thence leaving said 15 foot storm drainage easement and binding on said last mentioned bountary line south 76 degrees 29 minutes 30 seconds east 350 feet to an iron pipe here set; thence leaving said last mentioned boundary and running across the property of said Marcella Williams for a new line of division now made south 13 degrees 30 minutes 30 seconds west 257.65 feet to the point of beginning containing 0.7847 of an acre according to a survey and plot made by James D. Hicks dated June 20, 1961

Subject to a 15 foot right of way in common with others as a means of egress and ingress.

Being the same lot and premises that was conveyed to the within grantors by deed dated July 10, 1961 from Marcella Williams, said deed being recorded among the Land Records of Anne Arundel County in Liber G.T. C. 1489 Folio 306 in fee simple.

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

To Have and To Hold the said lot 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

BRIAN WILLIAMS & NANCITA ROGERS their

heirs and assigns,

in fee simple.

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

Witness the hand and seals of said grantor

Test:

Wm. H. Nelson, Jr. .....
WM. H. NELSON, JR.

Matthias J. Williams .....[SEAL]
MATTHIAS WILLIAMS

Janet K Williams .....[SEAL]
JANET WILLIAMS

State of Maryland, City of Baltimore , **to wit:**

I **Hereby Certify**, That on this 2nd day of February , 1970 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore , personally appeared Matthias Williams and Janet Williams, 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 purposes therein contained, and in my presence signed and sealed the same.

In Witness Whereof, I hereunto set my hand and official seal.

Wm. H. Nelson, Jr. .....
WM. H. NELSON, JR., *Notary Public*

My Commission expires:

July 1, 1970

Mailed to Nelson & Gosnell

5

BOOK 196 PAGE 833

EX PARTE IN THE MATTER		
OF THE PETITION OF	*	IN THE
MATTHIAS WILLIAMS AND		CIRCUIT COURT
JANET WILLIAMS, HIS WIFE,		FOR
FOR APPOINTMENT OF	*	ANNE ARUNDEL COUNTY
GUARDIAN TO CONVEY		Equity No. 21,066
REAL ESTATE	*	

* * * * * * *

ANSWER

Brian Williams, Infant, by Matthian Williams, his Father and Next Friend, by Edward J. Albert, his Attorney, in Answer to the Petition filed herein says:

1. That he admits the allegations contained in Paragraphs 1, 3 and 4 of said Petition.

2. That he neither admits nor denies the allegations contained in Paragraphs 2 and 5 of said Petition, but demands strict proof thereof.

WHEREFORE, having fully Answered said Petition, it is prayed that the same be heard by the Court on its merits.

Edward J. Albert

EDWARD J. ALBERT
6 West Street
Annapolis, Maryland 21401
Attorney for Brian Williams, Infant

I HEREBY CERTIFY that on this 19th day of October, 1972, a copy of the aforegoing Answer was mailed to Alan Meyers, Esq., Suite One, Equitable Building, Baltimore, Md. 21202.

Edward J. Albert

EDWARD J. ALBERT
Attorney for Brian Williams

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1972 OCT 19 PM 3:36

EX PARTE IN THE MATTER	*	IN THE
OF THE PETITION OF	*	CIRCUIT COURT
MATTHIAS WILLIAMS AND		FOR
JANET WILLIAMS, HIS WIFE,	*	ANNE ARUNDEL COUNTY
FOR APPOINTMENT OF	*	
GUARDIAN TO CONVEY		EQUITY NUMBER 21,066
REAL ESTATE	*	

* * * * * * * *

ORDER

Petition for Appointment of Guardian to Convey Interest of Minor in Real Estate having come for hearing on December 21, 1972, testimony having been taken and all matters considered, it is this 2nd day of January, 1973 by the Circuit Court of Anne Arundel County, sitting in Equity:

ADJUDGED, ORDERED and DECREED that Edward J. Albert be and he is hereby appointed Guardian for the limited purpose of executing a Deed conveying the interest of the infant Brian Williams in and to the real estate in these proceedings, consisting of 3/4 of an acre of land more or less, together with improvements situated on Old Mill Road, 3rd election district, Anne Arundel County unto Matthias Williams and Janet Williams, his wife, for life with power to sell, lease, mortgage or in any other manner to dispose of said property (except by Last Will and Testament) remainder to Brian Williams and Nancita Rogers as joint tenants.

Judge

FILED

1973 JAN -2 PM 1:58

1.

BOOK 196 PAGE 835

IN THE MATTER OF THE SALE * IN THE
OF REAL ESTATE OF EDWARD * CIRCUIT COURT
RICARDO MURRAY, INFANT * FOR
* ANNE ARUNDEL COUNTY
* EQUITY NO. 21,135

********** Docket 27 - Folio 417

PETITION TO HAVE COURT TAKE JURISDICTION
OF THE PROPERTY OF A MINOR

The Petition of Ruth Ellen Murray and Edward Wilson Murray, parents of Edward Ricardo Murray, infant, for the purpose of having this court take jurisdiction over the property of the infant, respectfully shows:

1) That the name of the minor is Edward Ricardo Murray, male, whose residence is 425 A, Boston Heights Circle, Annapolis, Maryland, 21401.

2) That the petitioners relationship to the minor is that of parents and that the petitioners are joint owners with the minor in the property known as lots 29 and 30 according to a plat of Rosewood, made by J. R. McCrone, Jr. in July 1953 and recorded among the plat records of Anne Arundel County in plat book 21 page 44. The minor resides with his parents at 425 A, Boston Heights Circle, Annapolis, Maryland, 21401.

3) The interested persons are the parents. The minor has no brothers or sisters and was born on November 25, 1958.

4) The reasons for asking the court to take jurisdiction is because of the minority of Edward Ricardo Murray.

5) The nature of the property in question is a lot of ground on which a foundation only has been erected, property being located in a residential section of Annapolis and has a value of $2,500.00.

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 41401

1

FILED
1972 NOV 24 PM 3:11

BOOK 196 PAGE 836

6) The property is being sold so that the monies that would be due to the minor would be used for his support and maintenance and education.

7) This is the only real estate in which the minor has an interest.

8) That the petitioners have entered into a contract with Charles A. Coates and Mary A. Coates, his wife, to sell the aforesaid property at and for a sum of $2,500.00, provided that this court permits the parties of the first part to sell the interest of their minor child, a copy of said Agreement being attached hereto as an exhibit and that a copy of the Deed under which the parties took title of the property is also attached hereto as an exhibit.

WHEREFORE the petitioners pray under Section 204 of Article 93A of the annotated code of the State of Maryland that this Honorable Court pass an order authorizing the Petitioners, Ruth Ellen Murray and Edward Wilson Murray, to convey the interest of said minor, Edward Ricardo Murray to Charles A. Coates and Mary A. Coates, his wife, in accordance with the Agreement attached hereto as a exhibit.

Samuel Schenker
Samuel Schenker
Attorney for Petitioners

Ruth E Murray
Ruth Ellen Murray

Edward Wilson Murray
Edward Wilson Murray

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 41401

2

BOOK 196 PAGE 837

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

On this 17th day of November, 1972, before me, a Notary Public of said State and County, personally appeared Ruth Ellen Murray and Edward Wilson Murray, and made oath in due form of law that the facts stated in the foregoing Petition To Have Court Take Jurisdiction Of The Property Of A Minor are true, as therein set forth.

WITNESS my hand and Notarial Seal.

Bert E. Schenker

Bert E. Schenker, Notary Public

My Commission Expires:

July 1, 1974

WAIVER AND CONSENT

We, Ruth Ellen Murray and Edward Wilson Murray, her husband, do hereby waive any notice to which we may be entitled to under Article 93A of the Annotated Code of the State of Maryland or under Subtitle R of the Maryland Rules of Procedure, and further that we do consent to the signing of a Decree by this court granting us the authority to sell us the interest of our infant son, Edward Ricardo Murray, in the property known as Lots 29 and 30 according to a plat of Rosewood, made by J. R. McCrone, Jr. in July 1953 and recorded among the plat records of Anne Arundel County in plat book 21 page 44.

Ruth E. Murray

Ruth Ellen Murray

Edward Wilson Murray

Edward Wilson Murray

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 41401

3

BOOK 196 PAGE 838
BOOK 1676 PAGE 241

NO TITLE EXAMINATION

This Deed, made this 24th day of July, in the year 1963, by and between Ida Wiseman Turpin and James Howard Turpin, her husband, Mary Dorsey, widow, hereinafter called parties of the first part, and Ruth Ellen Murray, Edward Wilson Murray and Edward Ricardo Murray, hereinafter called parties of the second part, WITNESSETH:

That for and in consideration of the sum of Five Dollars and other good and valuable considerations and the love and affection existing between the parties hereto, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common, all that lot or parcel of ground situate, lying and being in Parole, in the City of Annapolis, State of Maryland, and described as Lots Nos. 29 and 30 according to a plat of Rosewood, made by J. R. McCrone, Jr., in July 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 21, page 44, having a combined frontage of 117.91 feet on Rosewood Avenue with a uniform depth therefrom of 127.27 feet.

Being the same property which was conveyed unto Ida Wiseman and Mary Dorsey by Fred W. Bausum, widower, et al, by deed dated the 7th day of August, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1271, folio 254.

Together with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereunto 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 parties of the second part, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common, subject to the conditions and restrictions of record.

And the said parties of the first part do hereby covenant that they will warrant specially the title to the property hereby con-

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
Colonial 3-2282

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veyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the Grantors.

Witness:

Ida Wiseman Turpin (Seal)
Ida Wiseman Turpin

James Howard Turpin (Seal)
James Howard Turpin

Mary M. Hoff
Mary M. Hoff

Mary Dorsey (Seal)
Mary Dorsey

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 24th day of July, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Ida Wiseman Turpin and James Howard Turpin, her husband, and Mary Dorsey, widow, and each acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

7.00

Mary M. Hoff
Mary M. Hoff Notary Public

Rec'd for record July 24 1963 at 1:30 P.M.
Mailed to Ruth Ellen Murray

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
Colonial 3-2282

5

CONTRACT OF SALE — Form 19.

BOOK 196 PAGE 840

No. 21,135 Equity

THIS AGREEMENT, Made this 30th day of October nineteen hundred and seventy-two, between Ruth E. Murray and Edward W. Murray, her husband, parties of the first part and Charles A. Coates and Maryann Coates, parties of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the City of Annapolis Known as Lots 29 and 30 of a plat of Rosewood by J. R. McCrone, Jr., July 1953, and recorded in Plat Book 21 Folio 44 with the frontage of 117.91 feet on Rosewood Avenue with a uniform depth of 127.27 feet.

At and for the price of Two Thousand Five Hundred and No/100 ($2,500.00) Dollars, of which One Hundred and No/100 ($100.00) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: upon authorization of the Circuit Court of Anne Arundel County permitting the parties of the first part to sell the interest in said property of their minor child, Edward R. Murray.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be paid or allowed for by the Vendor to date of settlement.

Time is the essence of this contract. The Vendors are to have 90 days to obtain authorization from the Circuit Court of Anne Arundel County to sell the said minor's interest.

Witness our hands and seals.

TEST:

Yvonne Gross

Ruth E. Murray [SEAL]
Ruth E. Murray

Edward W. Murray [SEAL]
Edward W. Murray

Charles A. Coates [SEAL]
Charles A. Coates

Maryann Coates [SEAL]
Maryann Coates

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P. O. BOX 208
21404

BOOK 196 PAGE 841

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TELEPHONE: 263-2354
269-0831

November 22, 1972

MEMO TO CHAMBERS JUDGE:

Re: Sale of Infants Property - Edward R. Murray

The Maryland Rules are not terribley clear in my opinion as to how this situation should be handled. A previous discussion was held with Judge Wray, acting as Chambers Judge, and he' felt that these papers were in good order. Under Rules R70 to R80, and in accordance with Article 93A Section 204, it would seem to me that the Court has a discretion as to whom should be served, if anyone, in a case of this nature.

I particularly refer you to Rule R74 a. It is my feeling that in view of the small amount of money invdlved in this case, and the obvious situation involved, that a show cause order should be issued only to the father and to the child. Although this is not called for by law, it would seem to me that it would help to perfect title. If there are any questions, do not hesitate to contact me.

Very truly yours,

Samuel Schenker

SS/lkw

P. O. BOX 2[illegible]

BOOK 196 PAGE 842

TELEPHONE 263-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND 21401

December 1, 1972

Judge E. Mackall Childs
Court House
Annapolis, Maryland, 21401

Re: Infant's Property - Murray - Eq 71,135

Dear Judge Childs:

Enclosed find a copy of the letter received from the Title Guarantee Company setting forth their recommendations which I believe would be proper. I thought you would be interested in seeing the letter.

I recommend that Mr. Bullman, 155 Duke of Gloucester Street be appointed to represent the minor's interest and suggest that a show cause be issued to the minor in accordance with The Title Guarantee's letter.

Thank you for your cooperation.

Very truly yours,

Samuel Schenker

SS/lkw

Enc.

BOOK 196 PAGE 843

THE TITLE GUARANTEE COMPANY

TITLE BUILDING, ST. PAUL AND LEXINGTON STREETS

BALTIMORE, MARYLAND 21202

727-3700

LEGAL DEPARTMENT

PAUL L. PLACK
SENIOR VICE PRESIDENT

CHARLES F. RECHNER, JR.
VICE PRESIDENT

JOSEPH S. KNAPP, III
ASSISTANT VICE PRESIDENT

November 30th, 1972

Samuel Schenker, Esq.
224 Main Street
Annapolis, Maryland 21401

Re: Petition to Appoint
Guardian for Minor

Dear Sam:

With reference to your letter of November 28, 1972, we agree that Rule R 74 seems to be in conflict with Rule 119. However, we also believe that it was the intent of the Legislature to have someone to represent the minor where the case was being instituted by those having his custody.

It seems to us that the Court should appoint an attorney (R 76) to represent the minor and order service of process upon the minor and upon said attorney. Said attorney should then file the usual pro forma answer.

It also seems to us in this case where the parents are petitioners, the Court should receive some evidence as to the value of the property and that the sale would be advantageous to the infant since the Court is being asked to ratify the contract.

Very truly yours,

Charles F. Rechner, Jr.
Vice President

CFRJr.:ac

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1972 DEC -1 PM 3:30

BOOK 196 PAGE 844

IN THE MATTER OF THE SALE * IN THE CIRCUIT COURT FOR

OF REAL ESTATE OF EDWARD * ANNE ARUNDEL COUNTY

RICARDO MURRAY, INFANT * NO. 21,135 EQUITY

* * * *

O R D E R

ORDERED this 7th day of December, 1972, by the Circuit Court for Anne Arundel County that Leonard Bulman, Esquire, be, and he is hereby appointed attorney for the infant defendant herein and copies of all pleadings shall be served upon said attorney who shall within fifteen days of service investigate the facts of the case and report, in wirting, his findings to the court with reference to the benefit to said minor of the proposed sale herein.

E. Mackall Childs

E. Mackall Childs, JUDGE

1

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BOOK 196 PAGE 845

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT FOR
OF REAL ESTATE OF EDWARD	:	ANNE ARUNDEL COUNTY
RICARDO MURRAY, INFANT	:	EQUITY NO. 21,135
	:	

REPORT OF ATTORNEY APPOINTED TO REPRESENT MINOR

Leonard Z. Bulman, attorney appointed by this Honorable Court to represent the infant defendant, Edward Ricardo Murray, reports as follows:

1. That he investigated the facts of the case by visiting the locale of the subject real property and personally interviewed the infant defendant, age 14.

2. That based on the investigation he determined that the facts set out in the Petition filed herein are true; that the infant defendant understands the transaction to take place and has no objections; that the proposed sale of the said real property will benefit the infant defendant.

Therefore, the attorney appointed to represent the minor recommends to the Court that the relief prayed for in the Petition be granted and the sale of the subject premises be allowed.

Leonard Z. Bulman

Leonard Z. Bulman
155 Duke of Gloucester Street
Annapolis, Maryland 21401
268-4887
Attorney appointed to represent the minor

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1972 DEC 26 AM 10: 19

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

On this 22nd day of December, 1972, before me, a Notary Public of said State and County, personally appeared Leonard Z. Bulman, and made oath in due form of law that the facts stated in the foregoing Report of Attorney Appointed to Represent Minor are true, as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires 7/1/74

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed this 22nd day of December, 1972, to Samuel Schenker, 224 Main Street, Annapolis, Maryland, attorney for Petitioners.

Leonard Z. Bulman

Eq 21135

BOOK 196 PAGE 847

AFFIDAVIT

I, William B. Clatanoff, after having been duly sworn, do make the following statement:

I have been the chief appraisor for Chesapeake Savings & Loan for the past eleven years and have been engaged in the real estate business practically all of my adult life and have purchased and sold improved and unimproved real estate in the Annapolis and Anne Arundel County area for the past twenty-five (25) years and have acted as an appraiser for matters in the Orphans Court for Anne Arundel County on numerous occassions.

At the request of Samuel Schenker, I made an examination of the real property known as Lot 29 and 30 on a plat of Rosewood in Annapolis, Maryland, consisting of a frontage of $117.91 ft. and a depth of 127.27 ft. and found that this property to have a market value of $2,500.00. It is my considered opinion that this is my fair and reasonable value of said property.

William B. Clatanoff

WITNESS my Hand and Notarial Seal this 29th Day of December, 1972.

Bert E. Schenker, Notary Public

My Commission Expires:

July 1, 1974

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 41401

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BOOK 196 PAGE 848

IN THE MATTER OF THE SALE	*	IN THE
OF REAL ESTATE OF EDWARD	*	CIRCUIT COURT
RICARDO MURRAY, INFANT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 21135

****

ORDER OF COURT

Upon the pleadings and affidavit filed in this case, the Circuit Court for Anne Arundel County sitting in Equity No. this 2nd day of January, 1973, does hereby ratify the sale of the interest of Edward Ricardo Murray, an infant, in the property known as Lots 29 and 30 on a plat of Rosewood, made by J.R. McCrone, Jr. in July 1953 and recorded among the plat records of Anne Arundel County in plat book 21 page 44, to Charles A. Coates and Mary A. Coates, his wife, in accordance with the contract which is part of this file, and further do authorize Leonard Z. Bullman to sign such instruments on behalf of said Edward Ricardo Murray, infant, as may be necessary to convey the interest of said infant in the aforesaid property.

W. Harvey Beardmore
Judge CHAMBERS JUDGE

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 41401

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1973 JAN -3

BOOK 196 PAGE 849

IN THE MATTER OF THE SALE : IN THE CIRCUIT COURT FOR

OF REAL ESTATE OF EDWARD : ANNE ARUNDEL COUNTY

RICARDO MURRAY, INFANT : EQUITY NO. 21,135

SUPPLEMENTAL REPORT OF ATTORNEY APPOINTED FOR MINOR

Pursuant to the instructions and authority of the Court, Leonard Z. Bulman, attorney appointed to act for the minor Edward Ricardo Murray, the said attorney on January 8, 1973, did execute a deed in due form in behalf of the said minor, a copy of which deed is attached hereto and incorporated herein.

Leonard Z. Bulman

Leonard Z. Bulman
155 Duke of Gloucester Street
Annapolis, Maryland 21401
268-4887

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing was mailed this 9th day of January, 1973, to Samuel Schenker, Esquire, 224 Main Street, Annapolis, Maryland, attorney for Petitioners.

Leonard Z. Bulman

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FEE SIMPLE DEED — INDIVIDUAL GRANTOR AND GRANTEE — 40

BOOK 196 PAGE 850

This Deed, Made this 8th day of January, 1973

in the year one thousand nine hundred and seventy-three, by and between Ruth Ellen Murray, Edward Wilson Murray, her husband, and Edward Ricardo Murray, minor by Leonard Z. Bullman, Esq., parties of the first part, and

Charles A. Coates and Mary A. Coates, his wife, parties

of the second part.

Whereas the hereandafter described property is owned by the parties of the first part as joint tenants and one of the said parties is Edward Ricardo Murray, infant, a suit was filed in the Circuit Court for Anne Arundel County in Equity No. 21135 in which an order was signed on January 2, 1973 ratifying the sale of the interest of Edward Ricardo Murray, to the parties of the second part and authorizing Leonard Z. Bullman to execute such instruments on behalf of the minor as is necessary.

Witness in consideration of Five and No/100 ($5.00) Dollars and other good and valuable considerations the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entirety, his or her heirs and assigns,

in fee simple, all those lot(s) of ground, situate, lying and being in Sixth Assessment District, Anne Arundel County, State of Maryland, and described as follows, that is to say:—

Being lots Nos. 29 and 30, according to a plat of Rosewood, made by J. E. McCrone, Jr. in July 1953, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, page 44, having a combined frontage of 117.01 feet on Rosewood Avenue with a uniform depth therefrom of 127.27 feet.

Being the same property that was acquired by deed from Ida Wiseman Turpin, James Howard Turpin, Her husband, and Mary Dorsey, widow, July 20, 1963, and recorded among the Land Records of Anne Arundel County in LNP 1676, folio 241.

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Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or 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 entirety, his or her

heirs and assigns.

in fee simple

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

Witness the hand and seal of said grantor.

TEST:

Bert E Schenker

Ruth Ellen Murray [SEAL]

Edward Wilson Murray (SEAL)

Edward Ricardo Murray, minor [SEAL]

Leonard Z. Bullman, for Edward Ricardo Murray, minor (SEAL)

State of Maryland, Anne Arundel County, **to wit:**

I HEREBY CERTIFY, That on this 6th day of January, 19 72, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Ruth Ellen Murray, Edward Wilson Murray, her husband, and Leonard Z. Bulman, for Edward Ricardo Murray, Minor 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 purposes therein contained, and in my presence signed and sealed the same.

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

Bert E. Schenker

Bert E. Schenker *Notary Public*

My Commission expires:

July 1, 1974

BOOK 196 PAGE 852

DAVID L. WRIGHT 150 Best Gate Road Annapolis, Maryland	*	IN THE
Complainant	*	
vs.	*	CIRCUIT COURT
GEORGE S. SCALIA, JR. 9121 West Cleveland Avenue West Allis, Wisconsin 53227	*	
and	*	FOR
CATHERINE R. TOUPS (formerly Catherine R. Scalia) Rt. 3 - Widow's Mite Road Edgewater, Maryland 21037	*	
	*	ANNE ARUNDEL COUNTY
and	*	
ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 1/2 OF LOT #14, BLOCK "N", SELBY-ON-THE-BAY, AS SHOWN ON A PLAT OF SELBY-ON-THE-BAY, ANNE ARUNDEL COUNTY, STATE OF MARYLAND	*	EQUITY NO. 20,762
Respondents	*	

* * * * * * *

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

The Complainant, David L. Wright, by James D. McCarthy, Jr., his attorney, respectfully states:

1. That on April 6, 1970, a Certificate of Tax Sale pertaining to one-half (1/2) of Lot 14, Block "N", Selby-on-the-Bay was issued by John W. Simmons, Jr., Comptroller and Collector of Taxes for Anne Arundel County and the State of Maryland, to your complainant, which certificate is attached hereto, marked Complainant's Exhibit No. 1, and prayed to be taken as a part hereof.

2. That the property mentioned in said certificate is described as follows:

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

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1/2 Lot #14, Block "N", SW/S
4th Avenue, Selby-on-the-Bay,
Liber GTC 1411, Folio 166,
being the half lot of #14
which is adjacent to Lot #13,
Block "N", as shown on the Plat
of Selby-on-the-Bay, which Plat
is recorded among the Plat Records
of Anne Arundel County in Plat
Book 7, Folio 43,

which property, at the time of the tax sale, was assessed to George S. Scalia, Jr. and Catherine R. Scalia, and was conveyed to the said George S. Scalia, Jr. and Catherine R. Scalia, as tenants-by-the-entireties, in fee simple, by Deed dated January 5, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1411, Folio 166; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County as of January 24, 1972, is FIFTY-THREE and 24/100 DOLLARS ($53.24), as shown on the Lien Certificate attached hereto, marked Complainant's Exhibit No. 2 and prayed to be taken as a part hereof.

3. That the description of the property as the same appeared upon the tax rolls of the Treasurer of Anne Arundel County for the First Election District on the day of said sale was:

George S. Scalia, Jr.
Catherine Scalia
Selby-on-the-Bay
Edgewater, Maryland
1/2 Lot #14, Block "N"
20 x 102
Liber GTC 1411, Folio 166
Selby-on-the-Bay

And that the property described in the Certificate of Tax Sale aforesaid is the same as above set out.

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

4. That according to the Equity, Law and Land Records of Anne Arundel County, and the records of the Register of Wills of Anne Arundel County, the said George S. Scalia was divorced A Vinculo Matrimonii from Catherine R. Scalia on April 18, 1968, said divorce proceedings being known as Divorces No. 10,275 and found among the Equity Docket for Anne Arundel County at Liber 7, Folio 305; and that the said Catherine R. Scalia married Raymond A. Toups as recited in a Deed recorded among the Land Records of Anne Arundel County at Liber MSH 2176, Folio 28.

5. That the last known address of George S. Scalia, Jr. is 9121 West Cleveland Avenue, West Allis, Wisconsin, and the last known address of Catherine R. Toups is Rt. 3, Widow's Mite Road, Edgewater, Maryland, and therefore, your Complainant prays for process directed to the aforesaid non-resident defendant, at his last known address as above set forth.

6. That the aforesaid lot and parcel of ground has not been redeemed by any of the parties in interest although more than one (1) year and a day has expired since the said tax sale; and that this proceeding is brought under the statute relating to tax sales, namely Article 81, Section 97 thru Section 123 of the Annotated Code of Maryland (1957 Ed.).

WHEREFORE, the Complainant prays:

(A) That this Court pass a final decree foreclosing all the rights of redemption of the Defendants herein, in and to the aforesaid property as set out in these proceedings.

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

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

(C) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by solicitor, on a day set, not less than sixty (60) days from the filing of this Bill of Complaint, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(D) That the Court may decree such other and further relief as the nature of

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his cause may require.

David L. Wright

James D. McCarthy, Jr.
1202 West Street
Annapolis, Maryland 21401
269-0063

STATE OF MARYLAND
ANNE ARUNDEL COUNTY, to-wit:

I HEREBY CERTIFY that on this 25th day of February, 1972, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DAVID L. WRIGHT and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his personal knowledge, information and belief.

WITNESS my hand and notarial seal.

Commission
expires: 7-1-74

Notary Public

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

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BOOK 196 PAGE 857

№ 1408 **CERTIFICATE OF TAX SALE**

I, **J. W. Simmons, Jr.,** Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on April 6, 1970, I sold to David L. Wright 150 Bestgate Rd., Annapolis, Md. 21401 at public auction for the sum of 40 Dollars and 00 Cents, of which 36 01/100 Dollars has been paid as a deposit on the property in District 1 described as Selby on Bay Sec 1 Lot 14 Blk N 20 x 102 GTC 1411 166

and assessed to George S. Jr & C. Scalia, a/c# 1-747-071826 00

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Section 93, of Article 81, Annotated Code of Maryland, 1957 Edition as amended. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After April 7, 1971, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 6th day of April, 1970.

Controller and Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of April, 1970, before me the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, **J. W. Simmons, Jr.,** Controller and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

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Notary Public.

My Commission Expires July 1, 1970

Comp. Ex #1.

G

P. CO. 70830

BOOK 196 PAGE 858

ANNE ARUNDEL COUNTY, MARYLAND
OFFICE OF FINANCE
TAXPAYER SERVICE DIVISION
ARUNDEL CENTER, ANNAPOLIS, MARYLAND 21401

No. 20,522

LIEN CERTIFICATE

Date 1-24-72

Whereas, application officially numbered as above, now on file in this office, was made for a search of records for taxes and assessments, constituting liens against property described below, and said application being accompanied by a fee of $5.00 five dollars, the receipt of which is acknowledged. This is to certify that a search has been made by this office which disclosed the status of taxes, charges, and assessments which are enumerated below. The amounts shown include interest and penalties computed to the date of this certificate.

Property Assessed to:

Name Scalia, George S. Jr. & C. District 1-747 Account No. 07182600

Description Hlf Lot 14 SW/S Fourth Ave Selby on the Bay 1411 166

CURRENT LIENS AGAINST PROPERTY

	Year	Total Amount
Taxes and Other Charges as Itemized on the Attached Tax Bill	Total Taxes, Int. Adv. Costs of Tax Sale as per attached bills.	$ 53.25
Taxes and Other Charges as Itemized on the Attached Tax Bill		$

The following information pertains to the current years:

1. Real Property Taxes:
   Assessment $175
   Total Amount Paid _____ Date Paid _____
2. Water & Sewer Front Foot Benefit Assessments:
   Annual Assessment Do not service.
   Total Amount Paid _____ Date Paid _____

Controller

By Paul H Lustman DCV
Lien Certifier

Other Liens not shown above as itemized on attached bills	Amount
Water Rent	
Sewer Service	
Water Assessment	
Sewer Assessment	
Water User Connection Charge	
Water Capital Connection Charge	
Waste Water Connection Charge	
Waste Water Capital Connection Charge	
Private Fire Protection	
Late Charge	
Sidewalks	

NOTE: This property was in Tax Sale in 1970 and is subject to foreclosure at any time.

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FORM No. 04-03-8

Comp Ex. #2

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Evening Capital
Mar 10, Editions

BOOK 196 PAGE 859

DAVID L. WRIGHT 150 Best Gate Road Annapolis, Maryland	*	IN THE
Complainant	*	
vs.	*	CIRCUIT COURT
GEORGE S. SCALIA, JR. 9121 West Cleveland Avenue West Allis, Wisconsin 53227	*	
and	*	FOR
CATHERINE R. TOUPS (formerly Catherine R. Scalia) Rt. 3 - Widow's Mite Road Edgewater, Maryland 21037	*	
	*	ANNE ARUNDEL COUNTY
and		
ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 1/2 OF LOT #14, BLOCK "N", SELBY-ON-THE-BAY, ANNE ARUNDEL COUNTY, STATE OF MARYLAND	*	EQUITY NO. 20,762
Respondents	*	

* * * * * * *

ORDER OF PUBLICATION

This is to give notice that on the 8th day of March, 1972, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Complainant against the Defendant, George S. Scalia, Jr. whose last known address was 9121 West Cleveland Avenue, West Allis, Wisconsin and against the Defendant, Catherine R. Toups, whose last known address was Rt. 3 - Widow's Mite Road, Edgewater, Maryland. The Bill of Complaint alleges in substance that on April 6, 1970, a Certificate of Tax Sale pertaining to 1/2 of Lot #14, Block "N", Selby-on-the-Bay, being that half of Lot #14 which is adjacent to Lot #13, was issued by

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

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John W. Simmons, Comptroller and Collector of Taxes for Anne Arundel County and the State of Maryland to the Complainant; that the owners of the property as shown by the Land Records of Anne Arundel County and the tax records of Anne Arundel County are George S. Scalia, Jr. and Catherine R. Toups, formerly Catherine R. Scalia; that the amount due to the Collector of Taxes for the State of Maryland, Anne Arundel County as of January 24, 1972, is $53.24; that the property aforesaid has not been redeemed although a year and a day has passed since the said tax sale.

The relief prayed in the Petition is substantially as follows:

(A) That the Court pass a final decree foreclosing all the rights of redemption of the Respondents in and to the said property;

(B) That the Court pass a decree whereby the Complainant will be vested with an absolute and indefeasible title to the said property, in fee simple.

It is therefore, this 8th day of March, 1972, by the Circuit Court for Anne Arundel County:

ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some newspaper published in Anne Arundel County, State of Maryland, once a week for four (4) successive weeks before the 12th day of May, 1972, giving notice to the Respondents of the object and substance of the Bill of Complaint, and this Order requiring him to appear in this Court on or before the 12th day of May, 1972, to show cause, if any, why a

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

decree should not be granted as prayed therein;

~~provided, however, that service may also be made by having a copy of this Order personally served upon the Respondents one (1) month before the day fixed for their appearance, which day for their said appearance is herein fixed for the _____ day of _____, 1972.~~

Marjorie S. Haet
Clerk

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

10

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 20,762
DAVID L. WRIGHT
150 Best Gate Road
Annapolis, Maryland
Complainant

vs.

GEORGE S. SCALIA, JR.
9121 West Cleveland Avenue
West Allis, Wisconsin 53227
and
CATHERINE R. TOUPS
(formerly Catherine R. Scalia)
Rt. 3—Widow's Mite Road
Edgewater, Maryland 21037
ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY KNOWN AS ½ OF LOT NO. 14, BLOCK "N," SELBY-ON-THE-BAY, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Respondents

Order of Publication

This is to give notice that on the 8th day of March, 1972, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Complainant against the Defendant, George S. Scalia, Jr. whose last known address was 9121 West Cleveland Avenue, West Allis, Wisconsin and against the Defendant, Catherine R. Toups, whose last known address was Rt. 3 — Widow's Mite Road, Edgewater, Maryland. The bill of Complaint alleges in substance that on April 6, 1970, a Certificate of Tax Sale pertaining to ½ of Lot No. 14, Block "N," Selby-on-the-Bay, being that half of Lot No. 14 which is adjacent to Lot No. 13, was issued by John W. Simmons, Comptroller and Collector of Taxes for Anne Arundel County and the State of Maryland to the Complainant; that the owners of the property as shown by the Land Records of Anne Arundel County and the tax records of Anne Arundel County are George S. Scalia, Jr. and Catherine R. Toups, formerly Catherine R. Scalia; that the amount due to the Collector of Taxes for the State of Maryland, Anne Arundel County as of January 24, 1972, is $53.24; that the property aforesaid has not been redeemed although a year and a day has passed since the said tax sale.

The relief prayed in the Petition is substantially as follows:

(A) That the Court pass a final decree foreclosing all the right of of redemption of the Respondents in and to the said property;

(B) That the Court pass a decree whereby the Complainant will be vested with an absolute and indefeasible title to the said property, in fee simple.

It is therefore, this 8th day of March, 1972 by the Circuit Court for Anne Arundel County:

ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some newspaper published in Anne Arundel County, State of Maryland, once a week for four (4) successive weeks before the 12th day of May, 1972, giving notice to the Respondents of the object and substance of the Bill of Complaint, and this Order requiring him to appear in this Court on or before the 12th day of May, 1972, to show cause, if any, why a decree should not be granted as prayed therein;

MARJORIE S. HOLT
Clerk

TRUE COPY,
TEST:
MARJORIE S. HOLT
Clerk

M-31

BOOK 196 PAGE 862 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 31, 1972

We hereby certify, that the annexed Order of Publication David L. Wright vs. George S. Scalia, Jr. and Catherine R. Toups Equity No. 20,762

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 31st day of March, 1972

The insertions being made the 10th, 17th, 24th, and 31st of March, 1972

FILED
72 APR -3 PM 1:25

THE CAPITAL-GAZETTE PRESS, INC.

By Diane Brown

LAW OFFICES
FRANK B. WALSH, JR., P. A.
1202 WEST STREET
ANNAPOLIS, MARYLAND 21401

RETURNED TO WRITER
REASON CHECKED
Unclaimed
Unknown
Insufficient address
Left no address
Moved, left no address
Refused
No such post office

RETURN RECEIPT REQUESTED

Mr. George S. Scalia, Jr.
9121 West Cleveland Avenue
West Allis, Wisconsin 53227

address unknown
RR
5-32

REGISTERED
NO. 9491

REGISTERED MAIL
RETURN RECEIPT REQUESTED

FILED
1977 AUG -3 AM 10: 30

EXHIBIT #3

RETURN RECEIPT REQUESTED

FILED
1977 AUG -3 AM 10: 30

BOOK 196 PAGE 863
FILED

BOOK 196 PAGE 864

EXHIBIT #1

March 23, 1972

Sheriff, Milwaukee County
Milwaukee, Wisconsin

Re: David L. Wright vs. George S. Scalia, Jr., et al
My file: 2467

Mr. Sheriff:

Enclosed is a copy of a Bill of Complaint for foreclose the equity of redemption and an Order of Publication which have been filed in the Anne Arundel County Circuit Court on behalf of my client, David L. Wright.

Under the local Rules in Maryland it is necessary to attempt to obtain personal service on each defendant in such cases. I am informed that one defendant, George S. Scalia, Jr., lives at 9121 West Cleveland Avenue, West Allis, Wisconsin 53227.

It is the purpose of this letter to solicit your aid in serving the Bill of Complaint and Order of Publication upon Mr. Scalia at that address. If you would serve Mr. Scalia at that address and then notify me of the same along with your bill for service, it would be greatly appreciated. In the event that service cannot be affected, I would appreciate your advising me of that fact also and returning the Bill of Complaint and Court Order.

14

FILED
1972 AUG -3 AM 10: 29

If you require anything further, please let me know and I will furnish it to you immediately.

Thank you for your cooperation in this matter.

Very truly yours,

James D. McCarthy, Jr.

JDM:pag

Encl.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

No. 799447

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Sheriff, Milwaukee County

STREET AND NO.:

P.O., STATE AND ZIP CODE: Milwaukee, Wisconsin

POSTMARK OR DATE: 3/23/72

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES:
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢

OELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL OELIVERY (2 pounds or less) ..... 45¢

POD Form 3800 July 1969 — NO INSURANCE COVERAGE PROVIOED— NOT FOR INTERNATIONAL MAIL — (See other side) — ☆ GPO : 1969 O—358-312

No. 799446

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Catherine R. Toups

STREET ANO NO.: Rt. 3 - Widow's Mite Road

P.O., STATE AND ZIP CODE: Edgewater, Maryland 21037

POSTMARK OR OATE: 3/23/72

OPTIONAL SERVICES FOR ADOITIONAL FEES

RETURN RECEIPT SERVICES:
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢

DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (2 pounds or less) ..... 45¢

POD Form 3800 July 1969 — NO INSURANCE COVERAGE PROVIOED— NOT FOR INTERNATIONAL MAIL — (See other side) — ☆ GPO : 1969 O—358-312

15

BOOK 196 PAGE 866
EXHIBIT #2

OFFICE OF THE SHERIFF

Milwaukee County

MICHAEL S. WOLKE • Sheriff
CLARENCE R. BURNS • Inspector

March 30, 1972

Law Offices of Frank B. Walsh, Jr.
1202 West Street
Annapolis, Maryland 21401

Re: David L. Wright vs. George S. Scalia, Jr., et al - Your file 2467
Our Docket #112602

Dear Sir:

The papers which were sent to this office in the above entitled action are being returned to you for the following reason:

Defendant, George S. Scalia's address given as 9121 W. Cleveland St. A, J. Burks, occupies the upper flat and has lived there 10 years, the lower flat is occupied by the owner, a Mr. Seavers, who has lived there the last seven years. Neither one knows of defendant. There is no listing for him at the post office, or in the city or telephone directory. Defendant's whereabouts unknown--not found.

1301178

Yours truly,

Michael S. Wolke

MICHAEL S. WOLKE, Sheriff
Milwaukee County, Wisconsin

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1972 AUG-3 AM 10:29

MSW/EAC/em

Encl.

13

SAFETY BUILDING, SUITE 202 • 821 WEST STATE STREET • MILWAUKEE, WISCONSIN 53233 • TELEPHONE 271-4840

Administrative Assistant
EDWARD A. CERA

Captains
GEORGE J. KOSALOS
ROBERT F. BINTER
EUGENE B. MICHALSKI

Lieutenants
WILLIAM E. KLAMM • GEORGE C. WICKBOLDT • ALVIN H. PETERSEN
WILLIAM A. VERSNIK • ROBERT J. BIALK • SIGMOND T. SKONY

123B R2

BOOK 196 PAGE 867

DAVID L. WRIGHT	*	IN THE
Complaintant	*	CIRCUIT COURT
vs.	*	OF
GEORGE S. SCALIA, JR., et ux, et al	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 20,762
Defendant		

* * * * * * *

AFFIDAVIT OF REASONABLE EFFORT TO LOCATE DEFENDANT

I HEREBY CERTIFY that on this 28th day of July, 1972, before me, the subscriber, Notary Public of the State of Maryland for Anne Arundel County, personally appeared James D. McCarthy, Jr., Esq., attorney for the Complaintant, and made oath in due form of laws as follows:

that in accordance with Rule 105, Maryland Rules of Procedure, good faith efforts were extended to notify the Defendant, George S. Scalia, of this proceeding. The good faith efforts to notify the defendant are as follows:

1. The Complaintant's attorney spoke with Vilase Edwards, Esq., attorney for George S. Scalia in a divorce action in 1968. Mr. Edwards advised that the most recent address that he had for Mr. Scalia was 9121 West Cleaveland Avenue West Allis, Wisconsin, 53227.

2. The Complaintant forwarded to the sheriff of Milwaukee County a copy of the Bill of Complaint and Order of Publication in this case and requested the sheriff of Milwaukee County to serve the same upon George S. Scalia at the above mentioned address. (See exhibit #1 enclosed) The sheriff of Milwaukee County attempted to serve Mr. Scalia but was unable to, his return indicating that the defendants whereabouts were unknown. (See exhibit #2)

3. The Complaintant sent a copy of the Bill of Complaint and a copy of the Order of Publication to George S. Scalia at the above mentioned address by registered mail. The said registered mail was returned to the sender with the notation, "unknown". (See exhibit #3)

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FILED
1972 AUG -3 AM 10: 29

14

4. The Complaintant's attorney spoke on the phone with Katherine Toups, former wife of the Defendant, George S. Scalia, and a party to this action. Mrs. Toups indicated that she had no information concerning her former husband's whereabouts.

Patricia Ann Givens
Notary Public

Commission expires:
7/1, 19 74

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

17

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 20,762
DAVID L. WRIGHT
150 Best Gate Road
Annapolis, Maryland
Complainant

vs.

GEORGE S. SCALIA, JR.
9121 West Cleveland Avenue
West Allis, Wisconsin 53227
and
CATHERINE R. TOUPS
(formerly Catherine R. Scalia)
Rt. 3—Widow's Mite Road
Edgewater, Maryland 21037
ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY KNOWN AS ½ OF LOT NO. 14, BLOCK "N," SELBY-ON-THE-BAY, ANNE ARUNDEL COUNTY, STATE OF MARYLAND
Respondents

Order of Publication

This is to give notice that on the 8th day of March, 1972, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Complainant against the Defendant, George S. Scalia, Jr. whose last known address was 9121 West Cleveland Avenue, West Allis, Wisconsin and against the Defendant, Catherine R. Toups, whose last known address was Rt. 3 — Widow's Mite Road, Edgewater, Maryland. The bill of Complaint alleges in substance that on April 6, 1970, a Certificate of Tax Sale pertaining to ½ of Lot No. 14, Block "N," Selby-on-the-Bay, being that half of Lot No. 14 which is adjacent to Lot No. 13, was issued by John W. Simmons, Comptroller and Collector of Taxes for Anne Arundel County and the State of Maryland to the Complainant; that the owners of the property as shown by the Land Records of Anne Arundel County and the tax records of Anne Arundel County are George S. Scalia, Jr. and Catherine R. Toups, formerly Catherine R. Scalia; that the amount due to the Collector of Taxes for the State of Maryland, Anne Arundel County as of January 24, 1972, is $53.24; that the property aforesaid has not been redeemed although a year and a day has passed since the said tax sale.

The relief prayed in the Petition is substantially as follows:

(A) That the Court pass a final decree foreclosing all the right of of redemption of the Respondents in and to the said property;

(B) That the Court pass a decree whereby the Complainant will be vested with an absolute and indefeasible title to the said property, in fee simple.

It is therefore, this 8th day of March, 1972 by the Circuit Court for Anne Arundel County:

ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some newspaper published in Anne Arundel County, State of Maryland, once a week for four (4) successive weeks before the 12th day of May, 1972, giving notice to the Respondents of the object and substance of the Bill of Complaint, and this Order requiring him to appear in this Court on or before the 12th day of May, 1972, to show cause, if any, why a decree should not be granted as prayed therein;

MARJORIE S. HOLT
Clerk

TRUE COPY,
TEST:
MARJORIE S. HOLT
Clerk

M-31

18

BOOK 196 PAGE 869 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 31, 1972

We hereby certify, that the annexed

Order of Publication

Equity No. 20,762

David L. Wright vs George S. Scalia, Jr. + Catherine R. Toups

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 31ST day of March, 1972

The insertions being made the 10, 17, 24, + 31 of March, 1972

THE CAPITAL-GAZETTE PRESS, INC.

FILED By Sandra E. Snyder

1972 AUG -3 AM 10: 29

BOOK 196 PAGE 870

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 12th day of October, 1972, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

DAVID L. WRIGHT

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

CATHERINE R. TOUPS

[redacted] is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 12th day of October, 19 72.

Notarial Seal

Patricia Ann Stevens
Notary Public.

My Commission will expire on: 7/1/74

Filed,

19

FILED
1972 OCT 16 PM 1:52

BOOK 196 PAGE 871

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 31 day of August, 19 72, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

David L. Wright

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

GEORGE S. SCALIA

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 31st day of August, 19 72.

Notarial Seal

Mary Alice Wyndon
Notary Public.

My Commission will expire on:
1 July 74

Filed,

FILED
1972 OCT 16 PM 2:01

BOOK 196 PAGE 872

DAVID L. WRIGHT	*	IN THE
Complaintant	*	CIRCUIT COURT
vs.	*	OF
GEORGE S. SCALIA, JR., et ux, et al	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 20,762
Defendant		

* * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Evening Capital, newspaper printed and published in the County of Anne Arundel, State of Maryland, and the Defendants, George S. Scalia, Jr., Katherine R. Toups and persons having or claiming to have any interest in the property known as one-half of Lot #14, Block N, Selby on the Bay, Anne Arundel County, Maryland, having failed to appear in person or by a solicitor and answer the Bill of Complaint filed against them,

It is thereupon this 18th day of October, 1972, by the Circuit Court of Anne Arundel County, in equity, adjudged, ordered and decreed that said Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants, George S. Scalia, Jr., Katherine R. Toups.

Roger S. McGuire, Jr.
Judge

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

2

FILED

1972 OCT 18 PM 1:29

BOOK 196 PAGE 873

DAVID L. WRIGHT * IN THE

Complaintant * CIRCUIT COURT

vs. * OF

GEORGE S. SCALIA, JR., et ux, et al * ANNE ARUNDEL COUNTY

* EQUITY NO. 20,762

Defendant

* * * * * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing to the satisfaction of this court that the same have been conducted and substantial compliance with the provisions of Sections 97-123 of Article 81, of the Annotated Code of Maryland, and that a reasonable effort was made to locate the Defendants and to warn them of the pendency of this action;

It is thereupon, this 3rd day of January, 1972, by the Circuit Court for Anne Arundel County, in equity, adjudged, ordered and decreed:

1. That all rights of redemption of the Defendants George S. Scalia, Jr., Katherine R. Toups, or of anyone claiming by, through, or under them, in and to the property described in these proceedings, the situate in Anne Arundel County, State of Maryland, namely:

> One-half of Lot #14, Block N, SW/S Fourth Avenue, Selby on the Bay, Liber GTC1411, Folio 166, being the half lot of #14 which is adjacent to Lot #13, Block N, as shown on the plat of Selby on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 43

and having been sold by the Treasurer of Anne Arundel County on April 6, 1970 for the non-payment of taxes

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

be and the same are hereby barred and foreclosed.

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

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

4. That the Complaintant shall pay the costs of this proceeding.

W. Harvey Beardmore

Judge

CHAMBERS JUDGE

LAW OFFICES FRANK B. WALSH, JR., ANNAPOLIS, MARYLAND 21401

FILED
1973 JAN -3 PM 2:58

BOOK 196 PAGE 875

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the matter of the Deed of Trust from David Roy Darnell and Joan Darnell, his wife, to Richard L. Sugarman and Gerald S. Lilienfield, Trustees

EQUITY NO. 19280

TITLING

To the Clerk of the Court:

Please docket the above entitled matter and file herein the deed of trust, recorded in Liber 2213 at Folio 393 one of the Land Records of Anne Arundel County Maryland, and the original Deed of Trust Note, together with the attached bond, when approved, and the affidavit of the noteholder, and enter the appearance of Edward A. Dacy, as attorney for the Trustees.

Edward A. Dacy

EDWARD A. DACY
Attorney for Trustees
8720 Georgia Avenue
Silver Spring, Maryland
587-8850

F - 5543

FILED
1969 MAR 12 AM 9:10

LIBER 2213 PAGE 393

BOOK 196 PAGE 876

This Deed

No. 19,280 Equity

Made this 27 *day of* September *, A. D., 1968, by and between*

DAVID ROY DARNELL and wife, JOAN DARNELL

part ies *of the first part, and*
RICHARD L. SUGARMAN and GERALD S. LILIENFIELD *Trustees,*
parties of the second part,

Whereas, *the part* ies *of the first part stand justly indebted unto*

Sandra Mahoney

in the principal sum of Five Thousand Eight Hundred Seventy and 40/100 ----------
($ 5,870.40 *) Dollars,* given as value received

for which amount the said part ies *of the first part ha* ve *executed and delivered a certain promissory note bearing even date with these presents. Said principal being payable in monthly instalments of*
Ninety-seven and 84/100 ---------- *($* 97.84 *)*
Dollars commencing on the 27 *day of* October *, 1968, and continuing on the* 27 *day of each and every month thereafter, plus a late service charge of Seven and 50/100 Dollars ($7.50) on each monthly payment not paid within ten (10) days of due date.*

The entire unpaid principal balance plus accrued interest thereon shall be and become due and payable in full, if not sooner paid, Sixty (60) *months after date.*

All past due principal shall bear interest after maturity at the rate of six (6%) per centum per annum.

If this note is placed in the hands of an attorney for collection, or if it is collected through judicial proceedings, then I, we, or either of us, agree to pay an additional Fifteen (15) per cent of the principal then due as attorneys' fees.

And it is agreed that prior to the execution and delivery of any partial or complete release of trust, each trustee acting hereunder shall be entitled to charge and receive the sum of Ten Dollars ($10.00) for each note secured hereby; said sum to be in addition to any reasonable attorney or counsel fees incurred by each trustee in connection with the execution and delivery of such release.

OCT-23-68 AM09:19 CLK.CT.A.A.C.
OCT-23-68 AM09:19 CLK.CT.A.A.C.
DOCUMENT # BOOK RTX
1500
3850

The privilege is reserved to the maker of said note of making additional principal payments at any time without penalty.

That, anything contained herein to the contrary notwithstanding, in the event title to the property conveyed by this Deed of Trust is transferred to, or vests by deed, operation of law, or otherwise, in any owner other than the maker of said note herein, the entire remaining indebtedness secured hereby, with interest and other charges, shall become immediately due and payable, at the option of the holder of the indebtedness, upon ten (10) days' notice in writing, by registered mail, to the then owner of said land and premises as shown on the records' of the holder of the indebtedness, and delivered to the address of the property; and further, upon the nonexercise of said option by the holder of the indebtedness, a minimum service charge in the amount of Twenty-five Dollars ($25.00) shall, at the option of the holder of the indebtedness, thereupon become due and payable to the holder of the indebtedness, for credit reports and changes of ownership on the records of the holder of the indebtedness.

It is understood and agreed that if default be made in the payment of any one of the aforesaid instalments when and as the same shall become due and payable, then and in that event, the unpaid balance of said principal sum shall at the option of the holder thereof, at once become due and payable.

Said note has been identified by the Notary Public taking the acknowledgment to these presents as witness his notation and seal on the same.

And Whereas *the party of the first part desires to secure the prompt payment of said debt 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 parties 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, 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 does hereby grant unto the party of the said part as Trustees the following described land and premises, situate in the* State of Maryland, County of Anne Arundel *known and distinguished as:*

1969 MAR 12 AM 9: 11

1500
3850

FILED

1969 MAR 12 AM 9: 11

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. A. COUNTY

'68 OCT 23 PM 1:05

.88 DEC 53 AM 1.02

LIBER 2213 PAGE 394 BOOK 196 PAGE 877

All that parcel of ground situate in Anne Arundel County in the State of Maryland and described as follows, that is to say: BEING known and designated as Lot No. 63, as laid out and shown on a Plat entitled"Section 10, Maryland City", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 40. The improvements thereon being known as No. 3281 Sudlersville South, formerly known as No. 3279 Sudlersville South.

Also, all plumbing, engines, boilers, heating and lighting apparatus, sprinkler or fire extinguishing system, screens, fans, ventilating or air conditioning system, awnings, blinds, window shades, gas ranges, electric ranges, mechanical refrigeration, including refrigerators, mantels, linoleum, wall or in-door beds, wall panels and tapestries, frescoes and paintings on or attached to walls and ceilings and all improvements and fixtures of every kind and description now owned or which may hereafter be owned by the party hereto of the first part, in and upon said premises, or which may hereafter be placed thereon including but not limited to any equity which may be acquired by the said party hereto of the first part, in such property as a result of the making of instalment payments on account of the purchase thereof, it being understood and agreed between the parties hereto that the words "land and premises" wherever they occur in these presents, shall be deemed to include all the equipment, furnishings and fixtures above mentioned and conveyed, 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 premises.

In And Upon the Trusts. Nevertheless *hereinafter declared; that is to say: IN TRUST: to permit the said party of the first part 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 his sole use and benefit, until default be made in the payment of the said promissory note hereby secured when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.*

And *upon the full payment of all the said note, 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 unto and at the cost of the said party of the first part, the said described premises.*

And *it is further covenanted and agreed that in the event of the death of the last surviving trustee, or the resignation, disability, removal from the jurisdiction, or refusal to act of the trustees named in this deed of trust, or either of them, or for any other good cause, the holder of the note, or in the event there is more than one note, the holders representing at least Fifty (50) per centum of the aggregate amount of the outstanding loan herein secured may designate and appoint a substituted trustee or trustees, which act shall be evidenced by the recordation of a certificate of such designation or appointment among the Land Records of the County or District in which the original deed of trust is recorded, and the trustee or trustees so substituted shall be and he, they or it, hereby is or are vested with all the same rights, powers and authority and charged with the same duties as the said parties of the second part herein named.*

And *it is further agreed that in the event there is default in any payment or charge provided in any prior recorded Trust or Trusts or prior liens of any kind including taxes and assessments on the premises herein described, it shall operate and cause all principal of the note still unpaid, hereby secured, to immediately mature and become due and payable and the Trustees herein shall have the power to sell and convey the premises as in the case of default; or the said party secured hereby, may, at his option, make payment or pay such charge, and such payment shall be deemed to be secured by this Trust, and the failure by the party of the first part herein to immediately reimburse said party making said payment or paying said charge, shall operate and cause all principal of the note still unpaid, hereby secured, to mature and become due and payable, and the Trustee herein shall have the power to sell and convey the premises as in the case of default, and that if any building or buildings on the premises shall be removed or demolished, then the entire amount remaining unpaid shall become due and payable forthwith and sale may be made as in case of any default.*

And Upon This Further, Trust, *upon any default or failure being made in the payment of the said note or of any instalment of principal when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, 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 in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of Five (5) per centum on the amount of said sale; SECONDLY, to pay whatever may remain unpaid of said note(s) whether the same shall be due or not, it being agreed that said note(s) shall, upon such sale being made before the maturity of said note(s), be and become immediately due and payable at the election of the holder thereof; and, to pay the remainder of said proceeds, if any there be, to said party of the first part upon the delivery and surrender to the purchaser, his heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expenses, if any, of obtaining possession.*

And *the said party of the first part does hereby agree at his own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire and other hazards in the full sum of the aggregate unpaid indebtedness secured hereby, in the name and to the satisfaction of the party of the second part, or substituted trustee, in such insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expense thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.*

And *it is further agreed that 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 the commission above provided, to be computed on the amount of the debt hereby secured.*

And *the said party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.*

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

In Witness Whereof, *the said parties of the first part have hereunder set their hands and seals on the day and year first hereinbefore written.*

Signed, sealed and delivered in the presence of

William B. Carter

David Roy Darnell (SEAL)

David Roy Darnell

Joan Darnell (SEAL)

Joan Darnell

(SEAL)

(SEAL)

(SEAL)

LIBER 2213 PAGE 396 BOOK 196 PAGE 879

District of Columbia, to wit:

....., I, William B. Carter, *a Notary Public in and for the District of Columbia, do hereby certify that* David Roy Darnell and Joan Darnell ..... who are *personally well known to me as parties to and who executed the foregoing and annexed Deed of Trust bearing date the* 27 *day of* September *A. D. 1968, personally appeared before me in the said* District *and acknowledged the same to be* their *act and deed.*

Witness *my hand and official seal this* 27 *day of* September *A. D. 1968.*

William B. Carter
Notary Public, D. C.

William B. Carter

District of Columbia, to wit:

I hereby certify that on this the 27 *day of* September, *19*68 *before me, the subscriber, a Notary Public of the District of Columbia, personally appeared* C. A Patterson ....., *agent for the party secured by the aforegoing Deed of Trust and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and also made oath that he is the agent for said secured party.*

In Witness Whereof, *I hereunto set my hand and official seal.*

William B. Carter
Notary Public

William B. Carter

My Commission Expires 9/30/72.

Mailed to R & S Investment

Deed of Trust

DAVID ROY DARNELL

JOAN DARNELL

to

RICHARD L. SUGARMAN

GERALD S. LILIENFIELD

Received for Record on the ..... day of ....., A. D., 19....., at ..... o'clock ..... M., and recorded in Liber ..... at folio ..... one of the Land Records for ~~the~~ Anne Arundel County, Maryland, and examined by

..... *Recorder.*

Please mail to:
R & S Investment
1010 Vermont Ave NW
Washington DC

5542

M 372 WC

BOOK 196 PAGE 880

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the matter of the Deed of Trust from David Roy Darnell and Joan Darnell, his wife, to Richard L. Sugarman and Gerald S. Lilienfield, Trustees.

EQUITY NO. 19,280

AFFIDAVIT OF NOTEHOLDER

I, Alvin J. Steinberg, partner of Capital Syndicate being first duly sworn on oath depose and say that the matters and facts hereinafter set forth are true and correct to the best of my knowledge, information and belief:

1. That Capital Syndicate is the holder of the note described in the Deed of Trust and Note filed herein.

2. That David Roy Darnell and/ Joan Darnell, his wife are the makers of the Note in the principal sum of $ 5870.40

3. That the said note is payable at the rate of 0% per annum until paid in monthly installments of $ 97.84

4. That the principal unpaid balance remaining as of the docketing of this foreclosure suit is Five Thousand Four Hundred + Seventy-Nine and .04 Dollars ($ 5479.04) plus interest from the day of , 196 the sum of $

5. That the sum of $ 645.18 has been advanced and paid to the holders of the First Trust, securing the same property described in the Deed of Trust which is filed herein.

Alvin J. Steinberg

Subscribed and sworn to before me this 20th day of February, 1969

L. Mason Wagner
NOTARY PUBLIC

My commission expires:

My Commission Expires May 31, 1972

FILED
1969 MAR 12 AM 9: 11

No. 19,280 Equity

BOOK 196 PAGE 881
LIBER 15 PAGE 87

KNOW ALL MEN BY THESE PRESENTS that we, Richard L. Sugarman and Gerald S. Lilienfield as principals, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as surety, are held and firmly bound unto the State of Maryland, or its certain attorney, in the full and just sum of Seventy-one Hundred - - - - - - - - - - - - - - - - - - - Dollars ($ 7,100.00), to which payment well and truly to be made we bind ourselves, our heirs, executors, adminstrators, successor or successors, and assigns.

SEALED WITH OUR SEALS and dated this 10 day of March 19 69

WHEREAS the above bounden Richard L. Sugarman and Gerals S. Lilienfield

are about to exercise the power of sale contained in a certain deed of trust to them from David Roy Darnell and June Darnell

and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2213 at folio 393 ;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Richard L. Sugarman and Gerald S. Lilienfield

do and shall well and truly perform the trust reposed in them by said deed of trust or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland, in relation to the sale of such mortgaged property, or the proceeds thereof, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of;

Richard L. Sugarman (SEAL)

Edward S. Day as to all

Gerald S. Lilienfield (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Carlton D. Rice
Attorney-in-fact

FILED
1969 MAR 12 AM 9:10

Bond approved this 12th day of March, 1969
Marjorie S. Holt, Clerk

TELEPHONE
COLONIAL 3-6808

BOOK 196 PAGE 882

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY

121 PRINCE GEORGE STREET

ANNAPOLIS, MARYLAND

March 15, 1969

EQUITY 19,280

I hereby certify that I have this 12th day of March 1969, sold the property known as Lot 63, as per plat entitled "Sec. 10, Maryland City" recorded in plat Book 32, Folio 40, among the land records of Anne Arundel County. The said property is improved by a single family dwelling house known as 3281 Suddersville South, Laurel, Md. Unto Christopher A. Paterson, at and for the sum of five hundred dollars ($500.00), being then and there the highest bidder therefor.

Robert H. Campbell, Auctioneer

FILED
1969 MAR 14 PM 1:32

BOOK 196 PAGE 883 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 12, 1969

We hereby certify, that the annexed

Trustees' Sale

19,280 Sq.

David Roy Darnell

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 12th day of March, 1969. The first insertion being made the 21st day of Feb, 1969.

FILED

1969 MAR 18 PM 2:11

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Edward A[illegible]cy
Attorney at Law
8720 Georgia Avenue Suite 205
Silver Spring, Maryland 20910

Trustees' Sale Of

Valuable Improved real estate located 3281 Sudlersville South Laurel, Maryland.

Under and by virtue of the power of sale contained in a certain Deed of Trust from David Roy Darnell and Joan Darnell, his wife.

To Richard L. Sugarman and Gerald S. Lilienfield, Trustees, dated September 27, 1968 and recorded in Liber 2213, at Follo 393, one of the Land Records of Anne Arundel County, Maryland; default having been made in the payment of the indebtedness as provided in the said Deed of Trust, and at the request of the parties secured thereby, the undersigned Trustees will offer for sale, at public auction, in front of the Court House door of the Circuit Court for Anne Arundel County, Maryland, in Annapolis, Maryland, on

WEDNESDAY, MARCH 12, 1969 AT 9:30 A.M.

The said property is described as follows: Lot 63 as per Plat entitled "Section 10, Maryland City," as per plat thereof recorded in Plat Book 32 at Follo 40 among the Land Records of Anne Arundel County, Maryland.

Subject to all restrictions, rights of way, easements and other conditions of record.

The said property is improved by a single family dwelling house.

TERMS OF SALE: A cash deposit of $500.00, or certified check will be required at the time of sale, the balance in cash, with interest at 6 percent per annum from the date of the sale to the date of settlement, payable within 10 days after final ratification of sale.

Adjustment of all taxes, public charges, and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, state and federal revenue stamps, county transfer tax, and all other costs incident to settlement thereof are to be paid by the purchaser.

Said property is subject to prior encumbrances the terms of which will be announced at the sale.

Compliance with terms shall be made within ten (10) days after final ratification of the sale of deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

EDWARD A. DACY,
ATTORNEY FOR TRUSTEES
RICHARD L. SUGARMAN
Trustee
GERALD S. LILIENFIELD
Trustee

BOOK 196 PAGE 884

DEED OF TRUST NOTE—INSTALLMENT

GIVEN FOR VALUE RECEIVED ..... AND SECURED BY 2nd DEED OF TRUST

ON LOT ..... Square .....

Richard L. Sugarman AND Gerald S. Lilienfield TRUSTEES.

(210)

$ 5,870.40 Washington, D. C. September 27, 1968.

I, we, or either of us, for value received, promise to pay to the order of Sandra Mahoney

the sum of Five Thousand Eight Hundred Seventy and 40/100 ---------- Dollars

payable in Sixty (60) installments of Ninety-seven and 84/100 ($97.84) ---------- Dollars,

the first installment payable on the 27 day of October, 1968,

and the remaining installments payable, one each on the same day of each succeeding month thereafter, until this note is fully paid.

The entire amount of principal, if not sooner paid, shall be and become due and payable Sixty (60) months after date hereof. All past due principal shall bear interest after maturity at the rate of Six per centum (6%) per annum.

It is understood and agreed that, upon default in the payment of any installment, when due, the holder hereof, at its or his election, may declare the unpaid balance at once due and payable. In the event that any monthly payment is not received by the holder within Ten (10) days of the date that such payment is due, a late service charge of Seven and 50/100 ($7.50) Dollars shall be charged.

If this note is placed in the hands of an attorney for collection, or if it is collected through judicial proceedings, then I, we, or either of us, agree to pay an additional Fifteen (15%) per cent of the principal then due as attorneys' fees.

The loan evidenced by this promissory note was made in Washington, District of Columbia, regardless of the location of the security property, and the laws of the District of Columbia shall apply to and govern all matters having to do with the loan, this promissory note, and all of the terms and conditions of the loan.

This is to certify that this is the note described in a deed of Trust to the Trustees named hereon, and bearing even date herewith. Said Deed of Trust and note having been executed in my presence.

..... Notary Public.

David Roy Darnell

Joan Darnell

Address 3281 Sudlersville Ct. South-
Laurel. Md.

Retain this note after payment that the Trustees may be satisfied as to its cancellation when a Release is desired.

Date of Payment	Late Service Charge	To Principal	Balance Principal Due	Date of Payment	Late Service Charge	To Principal	Balance Principal Due
19 68 11 4		97 84	5772 56	19			
12 9	7 50	97 84	5674 72				

FILED
1969 APR -2 AM 9:59

TELEPHONE
COLONIAL 3-5808

BOOK 196 PAGE 885

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY
121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

March 15, 1969

I hereby certify that I have this 12th day of March 1969, sold the property known as Lot 63, as per plat entitled "Sec. 10, Maryland City" recorded in plat Book 32, Folio 40, among the land records of Anne Arundel County. The said property is improved by a single family dwelling house known as 3281 Guilfordville South, Laurel, Md. unto Christopher A. Paterson, at and for the sum of five hundred dollars ($500.00), being then and there the highest bidder therefor.

Robert H. Campbell, Auctioneer

FILED
1969 APR -2 AM 9:59

BOOK 196 PAGE 886

ANNE ARUNDEL
IN THE CIRCUIT COURT FOR ~~MONTGOMERY~~ COUNTY, MARYLAND

In the matter of the Deed of Trust from David Roy Darnell and Joan Darnell, his wife, to Richard L. Sugarman and Gerald S. Lilienfield, Trustees.

EQUITY NO. 19280

AFFIDAVIT OF PURCHASER UNDER RULE BR6-(3)

I/We, the undersigned hereby certify:

That I/We purchased the following described property at and for the price of $ 500.00 subject to a first Deed of Trust in the approximate sum of $ 17,904.62 .

That I/We agree to comply with the terms of the sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our behalf and there are no other persons who are interested as principals.

That I/We ha ve not directly discouraged any one from bidding at the time of the sale.

As witness our hands and seals this 17 day of March , 1969.

ATTEST:

_____ (SEAL)

C. A. Paterson (SEAL)
C. A. Paterson

_____ (SEAL)

DISTRICT OF COLUMBIA
~~STATE OF MARYLAND~~
~~COUNTY OF~~ TO WIT:

I hereby certify, that on this 17th day of March , 1969 before me, the subscriber, a Notary Public of the ~~State and County~~ District aforesaid, personally appeared C.A. Paterson and _____, who made oath in due form of law that the matters and facts set forth above are true to the best of ~~their~~ his knowledge, information and belief.

As witness my hand and Notarial Seal.

William B. Carter NOTARY PUBLIC

My commission expires: ~~July 1, 19~~ September 30, 1972

FILED
1969 APR-2 AM 8:50

BOOK 196 PAGE 887

IN THE CIRCUIT COURT FOR ANNE ARUNDEL, COUNTY, MARYLAND

In the matter of the Deed of Trust from David Roy Darnell and Joan Darnell, his wife, to Richard L. Sugarman and Gerald S. Lilienfield, Trustees

EQUITY NO. 19280

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Richard L. Sugarman and Gerald S. Lilienfield, Trustees, under a certain Deed of Trust from David Roy Darnell and Joan Darnell, his wife bearing date of September 27, 1968 and recorded in Liber 2213 at Folio 393 one of the Land Records of Anne Arundel County, Maryland,

That, the debt secured by the said Deed of Trust being due and payable and unpaid, they became vested with the power of sale under the said Deed of Trust, after giving their bond with surety for the faithful performance of their obligationunder the said Deed of Trust, and notice of time, place and manner and terms of sale being given by advertising in the Evening Capital Newspaper a newspaper published in Anne Arundel CountyMaryland, the same being published once each week for three successive weeks, the first publication being not less than 15 days prior to sale, a copy of the said advertisement is filed herewith and made a part hereof, marked "Exhibit A", and the said Trustees, pursuant to said advertisement, personally attended the sale on March 12, 1969 at which time the said Trustees then and there offered the property in said Deed of Trust described as follows:

All that parcel of ground situate in Anne Arundel County in the State of Maryland, and described as follows: BEING known and designated as Lot No. 63, as laid out and shown on a Plat entitled "Section 10, Maryland City", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 40.

Said property was offered for sale pursuant to the terms of the advertisement and was then and there purchased for the sum of $500.00 in cash by the highest bidder, C. A. Paterson, who expressed himself ready, willing and able to pay the balance of the purchase price, after depositing the sum required by the said advertisement upon ratification of the said Trustees Sale by this Court. The said purchaser has also agreed to purchase the said property subject to a first trust of approximately $17,904.62 Dollars.

The Trustees named herein having been present at the said sale acknowledge and state that the said sale of the said property was fair and that the matters

FILED
1969 APR-2 AM 9:30

and facts reported herein are true and correct.

TRUSTEE

TRUSTEE

DISTRICT OF COLUMBIA
~~STATE OF MARYLAND~~
~~COUNTY OF~~ TO WIT:

I hereby certify that on this 17th day of March, 1969, before me, a Notary Public in and for the ~~State and County~~ District of Columbia aforesaid, personally appeared Richard L. Sugarman, Trustee, Gerald S. Lilienfield known or proven to me to be the persons whose name is subscribed to the within Report of Sale and acknowledged that the matters and facts contained therein are true and correct.

William B. Carter NOTARY PUBLIC

My commission expires: ~~xxxxxxxxx~~ September 30, 1972

STATE OF MARYLAND
COUNTY OF TO WIT:

I hereby certify that on this day of , 1967, before me, a Notary Public in and for the State and County aforesaid, personally appeared known or proven to me to be the person whose name is subscribed to the within Report of Sale and acknowledged that the matters and facts contained therein contained are true and correct.

NOTARY PUBLIC

My Commission expires: July 1, 19

Edward A. Dacy, Esquire
8720 Georgia Ave.
Silver Spring, Maryland

BOOK 196 PAGE 889

For the Evening Capital
April 7th Edition)

ORDER NISI

In the Matter of the Deed of Trust from David Roy Darnell and Joan Darnell, his wife, to Richard L. Sugarman and Gerald S. Lilienfield, Trustees

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 19,280 Equity

Ordered, this 2nd day of April, 1969, That the sale of the property in these proceedings mentioned made and reported by Richard L. Sugarman and Gerald S. Lilienfield, Trustees

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

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

Marjorie L. Holt. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Deed of Trust from David Roy Darnell and Joan Darnell, his wife, to Richard L. Sugarman and Gerald S. Lilienfield, Trustees

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of May, 1969 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.

Matthew S. Evans
JUDGE.

FILED
1969 MAY 13 PM 1:38

BOOK 196 PAGE 890

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 27th day of March ,
19 69 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Montgomery Anne Arundel County,

Gerald S. Lilienfield

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

David Roy Darnell and Joan Darnell, his wife

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 27th day of March , 1969 .

Notarial Seal

Judith Heyman
Judith Heyman, *Notary Public.*

My Commission will expire on: 7/1/69

Filed,

FILED
1969 APR -7 AM 9:57

BOOK 196 PAGE 891

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 19,280 ..... EQUITY

IN THE MATTER OF THE DEED OF TRUST FROM DAVID ROY DARNELL AND JOAN DARNELL, HIS WIFE, TO RICHARD L. SUGARMAN AND GERALD S. LILIENFIELD, TRUSTEES

Ordered, this 2nd day of April, 1969, That the sale of the property in these proceedings mentioned made and reported by Richard L. Sugarman and Gerald S. Lilienfield, trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of May next; Provided, a copy of this Order be inserted in some newspaper purlished in Anne Arundel County, once in each of three successive weeks before the 8th day of May next.

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

Marjorie S. Holt Clerk.
True Copy,
TEST: Marjorie S. Holt Clerk

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1969

We hereby certify, that the annexed

Order Nisi Sale
Eq 19,280
David Roy Darnell

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of May, 1969. The first insertion being made the 7th day of April, 1969.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1969 MAY 12 PM 2:06

No. E. C. 7080

By Hazel Tilghman

BOOK 196 PAGE 892

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM DAVID ROY DARNELL, ET UX, TO RICHARD L. SUGARMAN, ET AL, TRUSTEES

VS.

In the

Circuit Court

For

Anne Arundel County

No. 19,280 Equity

To the Honorable, the Judges of said Court:

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

FILED
1972 SEP -1 AM 9:52

All of which is respectfully submitted.

8/31/72

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th day of September, 1972, 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.

Mayone S Holt
Clerk
Per: Ellen E. Jankowski, deputy

FILED
1972 SEP 19 AM 9:31

EQ-23

Dr. Mortgaged Real Estate of David Roy Darnell and
Joan Darnell, his wife

In Acct. with Richard L. Sugarman and Gerald S. Lilienfield, Trustees

				Cr.			
By	Amount of sale as per Trustees' Report						
	of Sale filed			500	00		
						500	00
To	Trustees for commission, as per Deed of						
	Trust	25	00				
				25	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	35	00				
	Auditor, this account	60	00				
				105	00		
To	Trustees for expenses, viz						
	Fidelity & Deposit Co. of Md. - bond	28	00				
	Capital Gazette Press Inc.						
	Advertising & Nisi	109	39				
	Robert H. Campbell, auctioneer's fee	50	00				
				187	39		
To	Capital Syndicate, note holder, on account						
	of claim filed	182	61				
				182	61		
						500	00
	Balance due on mortgage as per mortgage						
	claim filed	6,124	22				
	Credit amount allowed above	182	61				
	This amount subject to decree in personam	5,941	61				

BOOK 196 PAGE 894

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 19,923 Equity
*	*	*

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the Plaintiff respectfully represents,

That on the 20th day of December, 1957, the defendants executed and delivered to Fraternity Federal Savings and Loan Association a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $8,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit 'A'" and filed herewith as part of this petition; and owing to a breach of the covenants therein said mortgage is now in default.

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

And as in duty bound, etc.

WILLIAM C. ROGERS, JR.
Attorney for Plaintiff
Six South Calvert Street
Baltimore, Maryland 21202
727-4456

FILED

1970 JUN 11 PM 3:34

8058.

BOOK 196 PAGE 895
LIBER 1175 PAGE 321

MARYLAND

VA Form VB4-4318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

Jr. 19, 923 Equity

MORTGAGE

THIS MORTGAGE, made this 20th day of December, A. D. 1957, by and between WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife, - - - - - - - - -

of Anne Arundel County - - - - - - - -

DEED 1175 PAGE 322

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: 11 Rusco combination aluminum sash; 2 Storm King combination storm doors; 1 Real Host Gas Range.

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $90.00, payable half-yearly on the 20th days of June - - and December - - in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 1175 PAGE 324

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

Witness:

George A. Heinfeld
GEORGE A. HEINFELD

Walter W. Zemke (SEAL)
WALTER W. ZEMKE

Shirley A. Zemke (SEAL)
SHIRLEY A. ZEMKE

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, - to wit:

I HEREBY CERTIFY, That on this 20th day of December, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife, - - - - - - - - - - - - - the above named Mortgagors, and they - - - - acknowledged the foregoing mortgage to be their - - - - - - - - - - - - - - - act.

At the same time also personally appeared E. TAYLOR BODEN - - - - - - - - - - - - -, the Agent, HEREIN - - 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.

George A. Heinfeld
GEORGE A. HEINFELD Notary Public.

My commission expires May 4th, 1959.

Rec'd for record Dec 24 1957 at 1001 A M.
Mailed to Security Title Guarantee Corp of Balto.

FILE NO. 33644

WRITTEN BY J.S.

FORM APPROVED, Jas

READY FOR RECORD

STATE OF MARYLAND

INDEX IN CHATTELS

Mortgage

FROM

WALTER W. ZEMKE and
SHIRLEY A. ZEMKE, his wife

TO

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

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

Cost of Record, $

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE

The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

BOOK 196 PAGE 899

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 19,923 Eq.
*	*	*

STATEMENT OF MORTGAGE CLAIM

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Walter W. Zemke and Shirley A. Zemke, his wife to Fraternity Federal Savings and Loan Association dated December 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, Folio 321.

Walter W. Zemke and wife
310 Arden Road
Baltimore, Maryland 21225

June 5, 1970

Original amount of Loan	$8,000.00
Interest through June, 1970	3,434.78
Ground Rent	1,125.00
Taxes	1,927.13
Fire Insurance	282.22
Sanitary Charge	70.17
	$14,839.30
Less amount of Payments	10,725.53
Balance due on Mortgage	$ 4,113.77

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY: William G. Riggs
WILLIAM G. RIGGS,
Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of June, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert S. Moore
HERBERT S. MOORE, Notary
Public

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1970 JUN 11 PM 3:34

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 19,523 Eq'd
	*	

* * *

DECREE FOR SALE OF MORTGAGE PREMISES

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

It is, Thereupon, This 10th day of June, in the year nineteen hundred and seventy, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers, 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 file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Six Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given notice by advertisements, inserted in such weekly newspaper or newspapers published

in Anne Arundel County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale (Md. Rule W74-2 (i), of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the balance of purchase money to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall be a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagors and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of

the mortgage claim duly verified by affidavit, as required by law, be filed in said cause.

George Laclure
Judge

FILED
1978 JUN 12 PM 3:48

BOOK 196 PAGE 903

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity 19923

AMENDED STATEMENT OF MORTGAGE CLAIM

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Walter W. Zemke and Shirley A. Zemke, his wife to Fraternity Federal Savings and Loan Association dated December 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, Folio 321.

April 7, 1972

Walter W. Zemke and wife
310 Arden Road
Baltimore, Maryland 21225

Original amount of Loan	$8,000.00	
Interest through April 1972	3,717.59	
Ground Rent	1,260.00	
Taxes	2,398.84	
Fire Insurance	292.22	
Sanitary Charge	72.76	
Credit Report paid	8.50	$15,739.91
Less amount of Payments	12,365.77	
Balance due on Mortgage	3,374.14	

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By William G. Riggs
William G. Riggs, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of April, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE - Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE COUNTY, MD.

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BOOK 196 PAGE 904

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity 19923

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 County of Baltimore, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that he knows the defendants herein, and that to the best of his 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.

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

By William G. Riggs
WILLIAM G. RIGGS, Secretary

Subscribed and sworn to before me this 1st day of JUNE, 1972.

Herbert C. Moore
HERBERT C. MOORE - Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE COUNTY, MD.

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1972 JUN -5 AM 10: 36

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1972 JUN -5 AM 10: 35

BOOK 196 PAGE 905

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity 19923

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland and Baltimore County, personally appeared WILLIAM C. ROGERS, JR., Trustee, appointed by Decree of this Court to make sale of the property herein, and made oath in due form of law that he has given notice by registered mail to the mortgagors at their last known address of the time, place and terms of sale of the property reported herein, in compliance with Rule W74 a 2 (b) of the Maryland Rules of Procedure.

Wm C. Rogers
WILLIAM C. ROGERS, JR. - Affiant

Subscribed and sworn to, before me,
this 1st day of June, 1972.

Herbert C. Moore
HERBERT C. MOORE - Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE COUNTY, MD.

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1972 JUN -5 AM 10: 35

BOOK 196 PAGE 906

Fidelity and Deposit Company

BOOK 16 PAGE 79 HOME OFFICE: OF MARYLAND BALTIMORE, MD. 21203

BOND # 860 68 78

19,923
Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, WILLIAM C. ROGERS, JR. - 6 S. CALVERT STREET, BALTIMORE, MARYLAND

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100----------($6,000.00)---- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1ST day of JUNE in the year of our Lord one thousand nine hundred and SEVENTY TWO.

WHEREAS, the above bounden WILLIAM C. ROGERS, JR. by virtue of a decree of the Honorable the Judge of the Circuit Court of ANNE ARUNDEL COUNTY has been appointed Trustee to sell CERTAIN PROPERTY

mentioned in the proceedings in the case of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOC.

vs:

WALTER W. ZEMKE AND SHIRLEY A ZEMKE, HIS WIFE

now pending in said Court:

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1972 JUN -5 AM 10:36

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden WILLIAM C. ROGERS, JR.

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

Wm C. Rogers (SEAL)
WILLIAM C. ROGERS, JR.
(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sandra Jubb SANDRA JUBB *As to Surety*

By Maria Taylor MARIA TAYLOR *Attorney-in-Fact*

MD3116a—1M, 4-72 190412
Trustee's Bond

Bond approved this 5th day of June, 1972
Marjorie S. Hart, Clerk

WINSON G. GOTT, JR.
140 South Street
Annapolis, Maryland
AND
WILLIAM C. ROGERS, JR.
Six South Calvert Street
Baltimore, Maryland21202
Solicitors

Trustee's Sale

OF
VALUABLE LEASEHOLD
DWELLING PROPERTY

310 ARDEN ROAD
BROOKLYN PARK
ANNE ARUNDEL COUNTY,
MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County dated June 12, 1970, the undersigned Trustee will sell at public auction on the premises on

SATURDAY
JUNE 10, 1972
AT 11 O'CLOCK A.M.

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the same on the northeast side of Arden Road 40 feet wide at the distance of 374 feet southeasterly from the southeast side of Riverside Road and at a point in a line with the center of a partition wall thence southeasterly binding on the northeast side of Arden Road 16 feet to a point in a line with the center of another partition wall thence northeasterly to and through the center of said wall to the end thereof, and continuing the line of the center of said wall, in all, 122 feet 6 inches to the southwest side of an alley 15 feet wide thence northwesterly binding on said alley with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first above mentioned thence southwesterly to and through the center of said wall to the end thereof and continuing the same course in all 122 feet 6 inches to the place of beginning. Subject, however, to leaving open a strip of land 5 feet wide along the front of the above lot for the purpose of widening Arden Road. The improvements thereon being known as No. 310 Arden Road.

Subject to an annual ground rent of $90.00.

The improvements consist of a two story brick dwelling, 6 rooms and 1 bath.

Sale to include any chattels in the mortgage which may still be on the premises at the time of sale.

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

Terms of Sale: A cash deposit of $500.00 will be required of purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to date of settlement. Taxes and all other public liens, including Metropolitan 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 State and County transfer charges to be paid by the purchaser.

WILLIAM C. ROGERS, JR.
Trustee

Auctioneer:
ROBERT H. CAMPBELL

J-8

BOOK 196 PAGE 907

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 8, 1972

We hereby certify, that the annexed

Trustee's Sale
310 Arden Road
Brooklyn Park

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1972

The insertions being made the 18th 25th of May 1st 8th of June, 1972

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1972 JUN 8 PM 2:00

Per Andrea E. Snyder

BOOK 196 PAGE 908

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
vs.		
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	Equity 19923

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of WILLIAM C. ROGERS, JR., Trustee appointed by the decree in the above entitled cause, to make sale of 310 ARDEN ROAD in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, the said Trustee, did pursuant to said notice on Saturday, June 10, 1972 at 11:00 o'clock A.M..attend on the premiss and then and there sold the leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto Ronald J. Strohecker as agent for Walter and Shirley A. Zemke, his wife at and for the sum of $12,725.00, which price was the highest amount bid for the property.

Wm. C. Rogers

WILLIAM C. ROGERS, JR., Trustee

FILED
1972 JUN 14 PM 1:29

+ copy

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 12th day of June, 1972 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared WILLIAM C. ROGERS, 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.

HERBERT C. MOORE - Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE COUNTY, MD.

BOOK 196 PAGE 910 June 10, 1972

RE: 310 ARDEN RD - A A Co

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 10 day of June 1972 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared RONALD F. STROHECKER purchaser of said property at the foreclosure sale in this case (for) TWELVE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS (12,725.00) and made oath in due form of law that HE is/~~are~~ the purchaser(s) of said property as _____ or as agent for WALTER & SHIRLEY A. ZEMKE and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

Ronald F. Strohecker
agent for Walter & Shirley Zemke
PURCHASER

_____
PURCHASER

Notary Public

FILED
1972 JUN 14 PM 1:29

William C. Rogers, Jr., Esq.
6 So. Calvert Street
Baltimore, Maryland 21202

FOR: MARYLAND GAZETTE
(June 19th Edition)

BOOK 196 PAGE 911

ORDER NISI

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 19,923 Equity

Ordered, this 14th day of June, 19 72, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of July next.

The report states that the amount of sale was $ 12,725.00

Margerie S. Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of July, 19 72 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.

Hall Harvey Boardman
JUDGE.

EQ-15

FILED
1972 JUL 20 PM 12: 01

BOOK 196 PAGE 912 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1972

We hereby certify, that the annexed

Order Nisi

Fraternity Federal Savings & Loan Association vs. Walter W. Zemke and Shirley A. Zemke

Equity No. 19,923

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 3rd day of July, 1972

The insertions being made the 19 + 26 of June and 3 of July, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

23

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 19,923 EQUITY

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
VERSUS
WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife

Ordered, this 14th day of June, 1972, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Jr., Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of July next.

The report states that the amount of sale was $12,725.00.

MARJORIE S. HOLT,
Clerk.

True Copy
TEST:
MARJORIE S. HOLT,
Clerk.

Jy-3

FILED

No. M. G 1972 JUL -6 PM 1:37

BOOK 196 PAGE 913

In the Case of

Fraternity Federal Savings and Loan Association,
a Body Corporate

vs.

Walter W. Zemke, et ux.

In the

Circuit Court

For

Anne Arundel County

No. 19,923 **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.

1972 SEP 13 PM 3:09
FILED

All of which is respectfully submitted.

September 13 , 1972

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of September, 1972, 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.

Marjorie S. Holt
Clerk
Per: Alice E Jankowski, deputy

FILED
1972 SEP 29 AM 9:33

EQ-23

Dr. Fraternity Federal Savings and Loan Association, a body Corporate
VS Walter W. Zemke, et ux.

In Acct. with William C. Rogers, Jr., Trustee.

Cr.

1972, June 10,			
Proceeds of Sale	12,725 00		
Interest on deferred payment of $12,225.00			
from 6/10/72 to 8/15/72	132 44	12,857 44	
Refund Taxes 6/10/72 to 6/30/72	14 60	14 60	
			12,872 04
* * * * * * * * * * * * * * * * * * * *			
To Trustee for Counsel fee, viz:	100 00		
To Trustee for Commissions, viz:	792 87	892 87	
To Trustee for Court Costs, viz:			
Plaintiff's Solicitors Appearance fee	10 00		
M.S. Holt, Clerk - Clerk's Costs	44 00		
Auditor - stating this account	65 00	119 00	
To Trustee for Expenses, viz:			
Capital- Gazette Press - Advertising Sale	128 25		
" " " - Order Nisi, Sale	25 00		
Fidelity & Deposit Co., Bond Premium	24 00		
Robert H. Campbell - Auctioneer's fee	35 00		
Ground rent 12/20/71 to 6/10/72 (45.00)	42 50		
Miscellaneous Notary fees	4 00	258 75	
To Fraternity Federal Savings and Loan Ass'n			
Mortgage Claim in full as filed	3,374 14		
Interest on principal balance of $3,374.14			
from 4/7/72 to 10/2/72- 178 days @ 4-1/2%	74 10	3,448 24	
To Walter W. Zemke & Shirley A. Zemke, his wife			
this surplus	8,153 18	8,153 18	
			12,872 04

No. 19,923

TRUSTEE'S RELEASE—45. BOOK 196 PAGE 915 THE DAILY RECORD CO., BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of the payment by WILLIAM C. ROGERS, JR.

Trustee under the Decree of the Circuit *Court for* Anne Arundel County *of* *passed in a cause in said Court depending, wherein* Fraternity Federal Savings and Loan Association, a body corporate *&c., were Complainants, and* Walter W. Zemke and Shirley A. Zemke, his wife *&c., were Defendants, to the undersigned* Walter W. Zemke and Shirley A. Zemke, his wife *of the full sum of* EIGHT THOUSAND ONE HUNDRED FIFTY-THREE---------- *Dollars and* EIGHTEEN ---------- *Cents, audited and allowed to* them *in said cause, the receipt whereof is hereby acknowledged, the said* Walter W. Zemke and Shirley A. Zemke, his wife *do hereby RELEASE, ACQUIT, EXONERATE AND DISCHARGE the said* WILLIAM C. ROGERS, JR. *his heirs, executors and administrators, from all and every action, suit, claim or demand which could or might be brought, exhibited or prosecuted against* him *them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof, thereby declaring* themselves *fully satisfied, contended, and paid as above specified.*

Given under their *hand and seal, this* ---------17th---------- *day of* October, *in the year nineteen hundred and* seventy-two.

Signed, sealed and delivered in the presence of

HERBERT C. MOORE

Walter W Zemke [SEAL]
WALTER W. ZEMKE

Shirley A Zemke [SEAL]
SHIRLEY A. ZEMKE

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

BE IT REMEMBERED, *and it is hereby certified, that on this* 17th *day of* October *in the year nineteen hundred and* seventy-two *before the subscriber* a Notary Public *of said State, in and for said* Baltimore County *personally appeared* WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife *part ies to the above Release or Instrument of Writing, and acknowledged the same to be* their *act and deed. And I do hereby certify that of my own knowledge I am satisfied that the said* WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife *who has acknowledged the above Release the persons named and described as, and professing to be* WALTER W. ZEMKE and SHIRLEY A. ZEMKE, his wife, *the part ies in and to the same.*

HERBERT C. MOORE - Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED
1972 OCT 18 PM 1:46

BOOK 196 PAGE 916

VERNON G. FRAME Assignee of Mortgage 3111 Mountain Road Pasadena, Maryland 21122	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 20,951 Dkt 27 - f 323
VS.		
CHARLES CLEO HOOD and DOORENE V. HOOD, his wife 1005 Langley Road Glen Burnie, Maryland 21061	*	

* * * * * * *

Madam Clerk:

Please docket the above entitled case and file the attached Mortgage as "Petitioner's Exhibit No. 1".

Vernon G. Frame

Vernon G. Frame
Assignee of Mortgage
3111 Mountain Road
Pasadena, Maryland 21122

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 JUL 20 AM 10: 20

MORTGAGE — FEE OR LEASEHOLD

LIBER 2340 FALE 754

THIS MORTGAGE, Made this *2nd* day of *January*

in the year one thousand nine hundred and *seventy* by and between *CHARLES CLEO HOOD and DOORENE V. HOOD, his wife*

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

CLYDE B. DIDLAKE and IRENE E. DIDLAKE, his wife, Mortgagee, of the second part

WHEREAS, the mortgagors are justly indebted to the mortgagees for a loan contemporaneous herewith in the principal sum of Fourteen Thousand Five Hundred ($14,500.00) Dollars, with interest from date at the rate of Six and One-half (6& 1/2 %) per cent per annum, on the unpaid principal until paid, principal and interest being payable at the office of mortgagees in Glen Burnie, Maryland, or at such other place as the holder hereof may designate in writing delivered or maidled to the mortgagors, in monthly installments of One Hundred Twenty Six Dollars and thirty-two cents ($126.32), commencing on the 2nd day of January, 1970, and continuing on the 1st. 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 1st. day of December, 1985. Privilege is reserved to prepay at any time, without premium or fee, the untire indebtedness or any part thereof not less than the amount of one installment.

Mortgagors shall be responsible and pay when due the property taxes and other public charges on the hereinafter described premises.

Now This Mortgage Witnesseth that in consideration of the premises and of the sum of One Dollar, the said *CHARLES CLEO HOOD and DOORENE B. HOOD, his wife*

do grant and assign unto *Clyde B. Didlake and Irene E. Didlake, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's* heirs, executors, administrators, successors and assigns,

all *that* lot or parcel of ground situate and lying in *Anne Arundel County* aforesaid and described as follows, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 8 as shown on a Plat entitled "Acreslee Plat No. 2", which Plat is recorded among the Plat Records of Anne Arundel County in Blat Book No. 22, folio 19.

BEING that same lot of ground and premises which by deed dated Jan. 2, 1970 and recorded or intended to be recorded immediately prior hereto was granted and conveyed by Clyde B. Didlake and wife to within mortgagors.

1YM

MARJORIE S. HOLT, CLERK
CIRCUIT COURT ANNE ARUNDEL COUNTY

70 MAY -7 PM 2 14

FILED

1972 NOV 20 AM 10: 20

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

To Have and To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said *mortgageese as tenants by the entireties, their assigns, the survivor of the, and the survivors* his heirs and assigns in fee simple/executors, administrators and assigns xxxx

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, 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 commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns, or *Vernon G. Frame,* 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, covenants 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 premiums 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 such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect 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 taxes and any other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable and to pay all ground rent and insurance premiums, when and as the same shall become due and 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 representative and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided; (8) that at the option of the Mortgagee, the whole of said mortgage debt intended hereby to be secured shall become due and payable 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 shall have continued for thirty days; (9) to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after 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 two months' advance interest, at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third per cent (33⅓%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

The said Mortgagor covenants that he will warrant specially the property hereby mortgaged, 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.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

FILED
1972 NOV 20 AM 10: 20

LIBER 2340 PAGE 757

Witness the hand(s) and seal(s) of the said Mortgagor(s).

Witness:

Nancy L. Thomas

Charles Cleo Hood [SEAL]

Doorene V. Hood [SEAL]

[SEAL]

[SEAL]

County of Anne Arundel
State of Maryland, ~~City of Baltimore~~, to wit:

On this 30th day of March, 19 70, before me, a Notary Public of said State, personally appeared Charles Cleo Hood and Doorene V. Hood, his wife

known to me, or satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also appeared Clyde B. Didlake

~~agent of the within named corporation~~, 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, ~~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.

Nancy L. Thomas
Notary Public

My Commission expires: 7-1-74

Nancy L. Thomas,

This Is To Certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Vernon G. Frame
Attorney.

Mailed to Vernon G. Frame

MORTGAGE

FROM

CHARLES CLEO HOOD and

DOORENE V. HOOD, his wife

TO

CLYDE B. DIDLAKE and

IRENE E. DIDLAKE, his wife

BLOCK NO.

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

Vernon G. Frame, Esq
3111 Mountain Road
Pasadena, Maryland

THE DAILY RECORD CO., BALTIMORE, MD. 2150

FILED
1972 JUL 20 AM 10: 20

BOOK 196 PAGE 921

JULY 11, 1972

WE, THE UNDERSIGNED, ASSIGN THE WITHIN MORTGAGE TO VERNON G. FRAME FOR PURPOSES OF FORECLOSURE.

Clyde B Riddlake (SEAL)

Irene E Riddlake (SEAL)

E-1

FILED

1972 JUL 20 AM 10: 20

BOOK 196 PAGE 922

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing mortgage is truly taken and copied from Liber M.S.H. No. 2340 folio 754-757 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 30 day of June A. D., 1982

Margaret S. Holt

Clerk of the Circuit Court for Anne Arundel County

LIC. – I

LIBER 2506 PAGE 491 BOOK 196 PAGE 923

No 20,95, Equity

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT, made this 20 day of July, 1972, by and between CLYDE B. DIDLAKE and IRENE E. DIDLAKE, his wife, Assignors, and VERNON G. FRAME, Assignee, Witnessith:

For value received the Assignors' hereby assign and transfer to Assignee, for purposes of foreclosure that certain Mortgage dated January 2, 1970 from Charles Cleo Hood and Doorene V. Hood, his wife, recorded among the Land Records of Anne Arundel County in MSH Liber No. 2340, folio 754.

WITNESS our hands and seals this 20 day of July, 1972.

Wit:

Clyde B Didlake (SEAL)
Clyde B. Didlake

David V. Staub
As to Both

Irene E Didlake (SEAL)
Irene E. Didlake

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

I hereby certify that on this 20th day of July, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Clyde B. Didlake and Irene E. Didlake, his wife, and acknowledged the aforegoing Assignment of Mortgage to be their act.

In witness whereof I hereunto set my hand and official seal.

Laura B. Hutchison
Notary Public

My Commission Expires:
7/1/74

JUL 20 11 32 AM '72 BALTIMORE CO. MD. — 550

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY
1972 JUL 20 PM 12:08
MARJORIE S. HOLT, CLERK

Mailed to Equity Department Clerk of Circuit Court

VERNON G. FRAME	*	IN THE
Assignee of Mortgage 3111 Mountain Road Pasadena, Maryland 21122	*	CIRCUIT COURT
VS.	*	FOR
CHARLES CLEO HOOD and DOORENE V. HOOD, his wife 1005 Langley Road Glen Burnie, Maryland 21061	*	ANNE ARUNDEL COUNTY EQUITY NO. _____

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Clyde B. Didlake and Irene E. Didlake, his wife, under the Mortgage from Charles Cleo Hood and Doorene V. Hood, his wife, to Clyde B. Didlake and Irene E. Didlake, dated January 2, 1970, and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2340, folio 754.

Amount of money due on principal as of July 1, 1972	$13,004.05
Interest to July 1, 1972	140.58
Total Balance Due	$13,144.63

Clyde B. Didlake

Clyde B. Didlake

Irene E. Didlake

Irene E. Didlake

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 JUL 20 AM 10: 20

BOOK 196 PAGE 925

STATE OF MARYLAND,

COUNTY OF ANNE ARUNDEL, to Wit:

I HEREBY CERTIFY, that on this 11 day of July, 1972, in the year nineteen hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared CLYDE B. DIDLAKE and IRENE E. DIDLAKE, his wife, Mortgagees 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.

Nancy L. Thomas
NOTARY PUBLIC

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

BOOK 198 PAGE 926

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

VERNON G. FRAME Assignee of Mortgage 3111 Mountain Road Pasadena, Maryland 21122	*	IN THE
	*	CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
CHARLES CLEO HOOD and DOORENE V. HOOD, his wife 1005 Langley Road Glen Burnie, Maryland 21061	*	EQUITY NO. 20,951

* * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to Wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared CLYDE B. DIDLAKE, and made Oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Clyde B Didlake
Clyde B. Didlake
Affiant

Subscribed and sworn to before me this 11 day of July, 1972.

Nancy L. Thomas
Notary Public

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 JUL 20 AM 10: 20

BOOK 196 PAGE 927

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BOOK 16 PAGE 106 EQUITY No. 20,951

KNOW ALL MEN BY THESE PRESENTS:

That we, VERNON G. FRAME

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 - - - - - - - - - - - ($13,500.00) - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of July in the year of our Lord seventy-two.

Whereas, the above bounden Vernon G. Frame

by virtue of the power contained in a mortgage from Charles Cleo Hood and Doorene V. Hood, h/w

to Clyde B. Didlake and Irene E. Didlake, his wife

bearing date the 2nd day of January, 1970 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber M.S.H. No. 2340 Folio 754 and Vernon G. Frame, Assignee

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 Vernon G. Frame,

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

In Testimony Whereof, the above bounden Vernon G. Frame

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Vernon G Frame (SEAL)
Vernon G. Frame

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ardis D. King
Ardis D. King As to Surety

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

MD3228a—500, 188209
Mortgagee's or Attorney's Bond

Bond approved this 15th day of August 1972

Marjorie S. Holt, Clerk

FILED

1972 AUG 15 AM 11:31

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

Under and by virtue of power of sale contained in a Mortgage from Charles Cleo Hood and Doorene V. Hood, his wife, Mortgagors', dated January 2, 1970, and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2340, folio 754, default having occurred thereunder, and the same having been assigned to the undersigned for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the property site, 1005 Langley Road, Glen Burnie, Maryland 21061, on

TUESDAY, AUGUST 22, 1972
at 3:30 PM (DST)

All that lot of land, within improvements thereon, being situate in Anne Arundel County, Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 8 on Plat entitled "Acreslee Plat No. 2," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, folio 19.

SUBJECT TO ALL RESTRICTIONS AND COVENANTS OF RECORD

The above property is in fee simple and improved by a valuable frame dwelling house, consisting of 5 rooms, 1 bath.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of the purchase price to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase money from date of sale to date of settlement. All taxes and public charges to be adjusted to date of sale.

Terms of sale to be complied with within 10 days after final ratification thereof by the Circuit Court of Anne Arundel County otherwise the property may be resold at the risk and cost of the defaulting purchaser or purchasers.

For further particulars, apply to:

VERNON G. FRAME
Assignee
3111 Mountain Road
Pasadena, Maryland 21122

Auctioneer:
ROBERT H. CAMPBELL,
121 Prince George St.
Annapolis, Maryland
Phone: 263-5337

Ag-17

BOOK 196 PAGE 928

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 17, 1972

We hereby certify, that the annexed Assignee's Sale of Valuable Improved Fee Simple Property 1005 Langley Road, Liber MSH 2340, folio 754 Vernon G. Frame vs. Charles Cleo Hood and Doorene V. Hood.

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 22 day of August, 1972

The insertions being made the 3, 10, 17 of August, 1972

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1972 AUG 18 PM 12:56

By Sandra E. Snyder

BOOK 196 PAGE 929

VERNON G. FRAME	*	IN THE
Assignee	*	CIRCUIT COURT
VS.	*	FOR
CHARLES CLEO HOOD and DOORENE V. HOOD, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 20,951

* * * * * * *

AFFIDAVIT OF COMPLIANCE

WITH MARYLAND RULE W74 (b)

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

I HEREBY CERTIFY, that on this 18th day of August, 1972, before me, the subscriber, a Notary Public of the State of Maryland, County of Anne Arundel, personally appeared Vernon G. Frame, Assignee of Mortgage in these premises, and made Oath in due form of law that he sent, by registered mail to each of the mortgagors named in this case, on August 15, 1972, as exhibited by the receipts affixed hereto, a notice of the time, place and terms of sale.

Vernon G. Frame
Affiant

Sworn and subscribed to this 18th day of August, 1972.

Nancy L. Thomas
Notary Public

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 AUG 21 AM 11:01

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

CERTIFIED MAIL
No. 251433

RETURN RECEIPT REQUESTED

SEP - 1 1972

Mr. Charles C. Hood
1005 Langley Road
Glen Burnie, Maryland 21061

FILED
1972 SEP -5 PM 2:18

SENDER: Be sure to fo

PLEASE FURNISH SERVICE(S)
(Additional charges required for these services)

☐ Show to whom, date and address where delivered

☒ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO. 251432

INSURED NO.

DATE DELIVERED 8/16/72

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
1 Doreen K. Hood

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
2

Deliver to Addressee Only

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)
3

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 251432

SENT TO Doreen K. Hood
STREET AND NO. 1005 Langley Rd.
P.O., STATE AND ZIP CODE Glen Burnie, MD 21061

OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered — With delivery to addressee only — 15¢
2. Shows to whom, date and where delivered — With delivery to addressee only — 35¢
DELIVER TO ADDRESSEE ONLY — 35¢
SPECIAL DELIVERY (extra fee required) — 65¢

PS Form 3800 Nov.1971 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

POSTMARK OR DATE

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 251433

SENT TO Charles C. Hood
STREET AND NO. 1005 Langley Rd.
P.O., STATE AND ZIP CODE Glen Burnie, MD 21061

OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered — With delivery to addressee only — 15¢
2. Shows to whom, date and where delivered — With delivery to addressee only — 35¢
DELIVER TO ADDRESSEE ONLY — 35¢
SPECIAL DELIVERY (extra fee required) — 65¢

PS Form 3800 Nov.1971 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

POSTMARK OR DATE

BOOK 196 PAGE 931

VERNON G. FRAME	*	IN THE
Assignee	*	CIRCUIT COURT
VS.	*	FOR
CHARLES CLEO HOOD AND	*	ANNE ARUNDEL COUNTY
DOORENE V. HOOD, his wife	*	EQUITY NO. 20,951

* * * * * * *

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 25 day of August, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irene E. Didlake, purchaser at the foreclosure sale in this case, and made Oath in due form of law that she has not directly or indirectly discouraged anyone from bidding on the said property mentioned in the said Report of Sale; that she was not acting as an agent for anyone and there are no other persons interested as principals.

Irene E. Didlake
Irene E. Didlake

Sworn and subscribed to this 25 day of August, 1972.

Nancy L. Thomas
Notary Public

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 AUG 28 PM 12:42

BOOK 196 PAGE 932

VERNON G. FRAME	*	IN THE
Assignee	*	CIRCUIT COURT
VS.	*	FOR
CHARLES CLEO HOOD and	*	ANNE ARUNDEL COUNTY
DOORENE V. HOOD, his wife	*	EQUITY NO. 20,951

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Vernon G. Frame, Assignee of Mortgage dated January 2, 1970, and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2340, folio 754, from Charles Cleo Hood and Doorene V. Hood, his wife, to Clyde B. Didlake and Irene E. Didlake, his wife, 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 Notice of the time and place, manner and terms of sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County.

Vernon G. Frame, Attorney, under and by virtue of power and authority contained in said mortgage (after default having occurred thereunder) did pursuant to said notice, on the 22nd day of August, 1972, at 3:30 o'clock P.M. (DST) attend at the property location, 1005 Langley Road, Glen Burnie, Maryland 21061, and then and there sold the fee simple property, situate, lying and being in Anne Arundel County, being a lot of ground known as Lot No. 8, on Plat entitled "Acreslee Plat No. 2", improved with a dwelling house, more particularly and at length described in the aforementioned mortgage and in the advertisement of sale notice.

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 AUG 28 PM 12: 41

By TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place and taxes and other public charges, if any, to be adjusted to date of Sale.

The Property was sold to Irene E. Didlake at and for the sum of Fourteen Thousand Four Hundred ($14,400.00) Dollars in fee simple, said purchaser being then and there the highest bidder.

Vernon G. Frame, Assignee

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

I HEREBY CERTIFY, That on the 25 day of August, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared VERNON G. FRAME, Assignee, 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.

Nancy L. Thomas
Notary Public

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

Vernon G. Frame, Esquire
3111 Mountain Road
Pasadena, Maryland 21122

FOR: MARYLAND GAZETTE
(Aug. 31st Edition)

BOOK 196 PAGE 934

ORDER NISI

VERNON G. FRAME, Assignee

versus

CHARLES CLEO HOOD, and
DOORENE V. HOOD, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 20,951 Equity

Ordered, this 28th day of August, 19 72, That the sale of the property in these proceedings mentioned made and reported by Vernon G. Frame, Assignee of Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of October next.

The report states that the amount of sale was $ 14,400.00

Marjorie A. Holt Clerk.

True Copy,

TEST: Clerk.

(Final Order)

VERNON G. FRAME, Assignee

versus

CHARLES CLEO HOOD and
DOORENE V. HOOD, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of October, 19 72 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.

Hall Harvey Boardmore
JUDGE.

EQ-15

FILED
1972 OCT -3 PM 2:10

BOOK 196 PAGE 935

VERNON G. FRAME	*	IN THE
Assignee	*	CIRCUIT COURT
VS.	*	FOR
CHARLES CLEO HOOD and	*	ANNE ARUNDEL COUNTY
DOORENE V. HOOD, his wife	*	EQUITY NO. 20,951

* * * * * * *

August 22, 1972

I hereby certify that I have this 22nd day of August, 1972, sold the property known as 1005 Langley Road, Glen Burnie, Anne Arundel County, Maryland, also being known and designated as Lot No. 8, on Plat entitled "Acreslee Plat No. 2" as recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, folio 19 with improvements, unto Irene E. Didlake at and for the sum of Fourteen Thousand Four Hundred Dollars ($14,400.00) being then and there the highest bidder therefore.

Robert H. Campbell, Auctioneer

VERNON G. FRAME
ATTORNEY AT LAW
3111 MOUNTAIN ROAD
PASADENA, MARYLAND 21122

FILED
1972 SEP 11 PM 12: 07

BOOK 196 PAGE 936 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 20,951 EQUITY

VERNON G. FRAME, Assignee

versus

CHARLES CLEO HOOD, and DOORENE V. HOOD, his wife

Ordered, this 28th day of August, 1972, That the sale of the property in these proceedings mentioned made and reported by Vernon G. Frame, Assignee of Mortgage.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of October next.

The report states that the amount of sale was $14,400.00.

MARJORIE S. HOLT,
Clerk

TRUE COPY,
TEST:
MARJORIE S. HOLT,
Clerk

S-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 20,951

Vernon G. Frame vs. Charles Cleo Hood and Doorene V. Hood

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 2 day of October, 1972

The insertions being made the 31 of August and 7+14 of September, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

No. M. G. ----------

FILED

1972 SEP 21 PM 2:51

BOOK 196 PAGE 937

In the Case of

VERNON G. FRAME, ASSIGNEE OF MORTGAGE

VS.

CHARLES CLEO HOOD, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 20,951 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
1972 OCT 10 AM 10: 45

All of which is respectfully submitted.

10/10/72

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of October, 1972, 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.

Marjorie S. Holt

Clerk
Per: Alice E. Jankowski, deputy

FILED
1972 OCT 26 PM 1:01

EQ-23

Dr. Mortgaged Real Estate of Charles Cleo Hood and Doorene V. Hood, his wife

In Acct. with Vernon G. Frame, Assignee

				Cr.			
By	Amount of sale as per Assignee's						
	Report of Sale filed			14,400	00		
By	Interest, 6% on deferred payment						
	$13,900.00, 8/22/72 to 10/4/72			104	25		
By	Adjustment, sanitary charges, 8/22/72						
	to 12/31/72			12	80		
						14,517	05
To	Assignee for commission, viz	870	00				
				870	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	35	00				
	Auditor, this account	60	00				
				105	00		
To	Assignee for expenses, viz						
	Fidelity & Deposit Co. of Md. - bond	54	00				
	Clerk, Assignment of Mortgage	5	50				
	Capital Gazette Press Inc.						
	Advertising & Nisi - sale	99	25				
	Robert H. Campbell, auctioneer's fee	373	00				
	Sanitary charges and interest, 1971	39	54				
	Adjustment, taxes, 7/1/72 to 8/22/72	49	93				
				621	22		
To	Clyde B. Didlake and Irene E. Didlake,						
	Mortgagees, on account of mortgage claim	12,920	83				
				12,920	83		
						14,517	05
	Balance due on mortgage as per mortgage						
	claim filed	13,144	63				
	Interest, 6½% on principal balance						
	$13,004.05, 7/1/72 to 10/31/72	281	76				
		13,426	39				

	Credit amount allowed above	12,920	83			
	This amount subject to decree in personam	505	56			

E-116—1M—7-66

BOOK 196 PAGE 940

PETITION FOR SALE OF PROPERTY

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore, Maryland 21201
Plaintiff

Vs.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland 21146
Defendants

Docket 27 Folio 314
Case No. 20,933 Equity
Filed

IN THE

CIRCUIT COURT

FOR

[redacted]
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 1st day of June A.D. 1971 the defendant s Executed and delivered to Provident Savings Bank of Baltimore, 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 $37,400.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after 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
539 - 3212 Attorney for Plaintiff

FILED
1972 JUL -6 AM 10: 28

Form 194 — 1000 Orig. — 1000 Copies — 1-71

BOOK 196 PAGE 941
LIBER 2413 PAGE 273

App. No. 88751

Purchase Money

This Mortgage, Made this 1st day of June in the year one thousand nine hundred and seventy-one - between CHARLES J. WENZEL and LaRUE J. WENZEL, his wife,

of Anne Arundel County State of Maryland, hereinafter sometimes called the Mortgagor; and PROVIDENT SAVINGS BANK OF BALTIMORE, a corporation duly organized and existing under the Laws of the State of Maryland, hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of THIRTY-SEVEN THOUSAND FOUR HUNDRED -------- ($ 37,400.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum having been used as part of the purchase price for the property hereinafter described the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of seven and one-quarter per centum (7-1/4%) per annum in the following manner and time:

THE SUM OF TWO HUNDRED FIFTY-FIVE and 14/100ths ---------- ($ 255.14) Dollars to be paid on the 1st day of July , 19 71, and a like or similar sum on the 1st day of each and every consecutive month thereafter to and including the 1st day of May, 2001. , and the balance of the principal and interest remaining unpaid shall become due and payable on the 1st day of June, 2001. ; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

In addition to all other sums herein provided to be paid, the Mortgagor covenants and agrees to pay to the Mortgagee in consecutive monthly installments at the times when principal and interest are due and payable a sum equal to one-twelfth of the annual taxes, municipal liens and charges, ground rent, if any, fire and other hazard insurance premiums to enable the Mortgagee to make payment therefor as and when due and payable.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

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

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

BEING KNOWN AND DESIGNATED as Lot No. 26, Block F, as shown on the Plat entitled "Plat III, Berrywood", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 33, folio 63.

The improvements thereon being known as No. 176 Berrywood Drive.

Being the same lot or parcel of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by James M. Yocum, Sr., and Erdine L. Yocum, his wife, unto the within mortgagors.

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY
1971 JUN 16 PM 1:19
MARJORIE S. HOLT, CLERK

PROVIDENT SAVINGS BANK OF BALTIMORE
Plaintiff

vs.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

Privilege is reserved by the Mortgagors herein to prepay the principal indebtedness in whole or in part at any time prior to default without penalty. Interest shall abate on all sums so prepaid from the date of said prepayment.

FILED
1972 JUL -6 AM 10:28

If any litigation arises in which it becomes necessary to defend or uphold this lien, either under condemnation proceedings, or proceedings of a like nature, all costs and expenses advanced or incurred by the Mortgagee, including reasonable counsel fees, shall be at once repayable by the Mortgagor to the Mortgagee, shall bear interest at the rate hereinabove set forth per annum until paid, and any sums so due and owing to the Mortgagee, with interest as aforesaid, shall become part of the indebtedness secured hereby.

Upon default being made in the payment of said total monthly payment in whole or in part when due or upon default being made in any covenant or condition of this mortgage, the Mortgagee reserves the right to declare the entire mortgage debt due and payable forthwith as hereinafter provided or the Mortgagee may accept the total overdue monthly payment from the Mortgagor together with a late charge in accordance with Article 49 of the Annotated Code of Public General Laws of the State of Maryland for each total monthly payment overdue and unpaid for more than fifteen days in an amount not exceeding $2.00 or 1/20th of the total amount of any delinquent or late periodic installment of principal and interest only, whichever is greater, said late charge being intended to cover extra cost and expense to the Mortgagee involved in the handling of such delinquent payments and in consideration of the forbearance by the Mortgagee of the right to make demand of payment in full of the mortgage debt and interest.

This Mortgage shall also secure future advances, as provided in Article 66, Section 2, of the Code of Public General Laws of Maryland, with all amendments or additions thereto.

SHOULD the title or the equity of redemption in the property hereinbefore described be acquired in whole or in part by voluntary or involuntary deed, grant or assignment, by any persons, firm or corporation or should the parties of the first part be declared insolvent or bankrupt, then this mortgage shall be in default and the balance then due or to become due shall, at the election of the Mortgagee be immediately due and payable unless such voluntary deed, grant or assignment shall first be consented to by the Mortgagee herein.

IT is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

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

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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

Should all or a part of the above described property or an easement appurtenant thereto be condemned or taken under eminent domain, all or such part of any award or proceeds derived therefrom as the Mortgagee shall determine in writing are by this instrument irrevocably assigned by the Mortgagor to the Mortgagee for application to the mortgage indebtedness and the Mortgagee is hereby authorized to give acquittances therefor.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, and after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John J. Neubauer, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale may be of the property as a whole 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 shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of $374.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the 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 a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, *unless paid by the Mortgagee out of funds deposited with it by the Mortgagor,* to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard

to any and all leases between the [redacted] Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses, secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors and assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

The Mortgagor by the execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and the loan disclosure statement in connection with this loan as required by Article 49 of Public General Laws of Maryland. and Title I of the Consumer Credit Protection Act.

IN WITNESS WHEREOF the said Mortgagors have hereto affixed their hands and seals the day and year first herein written.

WITNESS:

Margaret N. Saltzman
MARGARET N. SALTZMAN

Charles J. Wenzel (SEAL)
Charles J. Wenzel

LaRue J. Wenzel (SEAL)
LaRue J. Wenzel

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of June, in the year one thousand nine hundred and seventy-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles J. Wenzel and LaRue J. Wenzel, his wife, the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared John J. Neubauer, Jr., Agent of the Provident Savings Bank of Baltimore, the within named Mortgagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC · MARGARET NORMA SALTZMAN · BALTIMORE COUNTY, MD.

Margaret N. Saltzman
Notary Public.
MARGARET N. SALTZMAN

Mailed to Real Estate Title Co

BOOK 196 PAGE 944

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore, Maryland 21201

Plaintiff

VS.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland 21146

Defendant

IN THE

CIRCUIT COURT FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
IN EQUITY 20,933
Docket No. 27, Folio 314

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 3rd day of July, 19 72, 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
Notary Public
CATHERINE T. BOEGNER

John J. Neubauer, Sr.
John J. Neubauer, Sr.
Affiant

FILED
1972 JUL -6 AM 10: 28

BOOK 196 PAGE 945

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard & Saratoga Streets
Baltimore, Maryland 21201
Plaintiff

vs.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland 21146
Defendants

: IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

: IN EQUITY

: 20,933

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, a body corporate of the State of Maryland, under the Mortgage from Charles J. Wenzel and LaRue J. Wenzel, his wife, to Provident Savings Bank of Baltimore, dated the 1st day of June, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2413, folio 273.

Principal amount of Mortgage	$37,400.00
Less payments made on account	299.09
Balance due on principal	$37,100.91
Interest to July 15, 1972	784.76
Balance due on principal and interest	$37,885.67
LESS: ~~XXXXX~~ Credit ~~XXXXX~~ in expense account	521.88
Net balance due on mortgage	$37,363.79

Daily interest is $7.47

PROVIDENT SAVINGS BANK OF BALTIMORE

BY: Philip J. Wesolek
Philip J. Wesolek, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of June, in the year one thousand, nine hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Philip J. Wesolek, Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal, the day and year last above written.

Stephen G. Boyd
STEPHEN G. BOYD, Notary Public

My commission expires: 7/1/74

FILED
1972 JUL -6 AM 10: 28

E-117—2M—7-69.

BOOK 196 PAGE 946

Anne Arundel County
Decree in Circuit Court for ~~Baltimore~~.

DOCKET 27 FOLIO 314

CASE NO. 20,933 Equity

FILED ----------

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE~~ ANNE ARUNDEL COUNTY, IN EQUITY

----------TERM, 19---

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore, Maryland 21201
Plaintiff

Vs.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland
Defendants

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 6th day of July, Anne Arundel, in the year nineteen hundred and seventy-two, by the Circuit Court of ~~Baltimore~~ County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer, Sr. & Robert J. Neubauer be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of FORTY THOUSAND ($40,000.00) -- Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in the County of ~~Baltimore~~ Anne Arundel at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)], of the time, place, manner and terms of sale, which shall be cash, deposit of $---------- at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said 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 commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have 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.

Matthew S. Evans
JUDGE

FILED
1972 JUL -7 AM 9:23

MARYLAND TRUSTEE TO SELL

IN THE CIRCUIT COURT BOOK 196 PAGE 947 OF Anne Arundel County

STATE OF MARYLAND

BOOK 16 PAGE 92

20,933 Equity

Provident Savings Bank of Baltimore

versus

Charles J. Wenzel and La Rue J. Wenzel, his wife

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and Robert J. Neubauer, Keyser Building, Baltimore, Maryland 21202

as Principal , and the Reliance Insurance Company , a corporation of the State of Penna., as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty thousand and 00/100 Dollars ($ 40,000.00) 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 7th day of July in the year of our Lord one thousand, nine hundred and seventy-two

WHEREAS THE ABOVE BOUNDEN

John J. Neubauer, Sr. and Robert J. Neubauer

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

Provident Savings Bank of Baltimore

versus

Charles J. Wenzel and La Rue J. Wenzel

now pending in said Court.

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

John J. Neubauer, Sr. and Robert J. Neubauer

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)

Robert J. Neubauer (SEAL)

(SEAL)

RELIANCE INSURANCE COMPANY

By Robert J. Keith
Robert J. Keith
Attorney-in-fact

Bond approved this 12th day of July 1972

Margaret S Brault Clerk

FILED

1972 JUL 12 AM 9:42

BOOK 196 PAGE 948

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore, Maryland 21201

Plaintiff

vs.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland 21146

Defendants

: IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

: Case No. 20,933

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

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said City and State, personally appeared JOHN J. NEUBAUER, SR., one of the Trustees appointed by Decree of the Circuit Court for Anne Arundel County, to make sale of property herein, and made oath that in due form of law that he has given notice by certified mail to the Mortgagors, Defendants, at their last known address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (b) of the Maryland Rules of Procedure.

John J. Neubauer, Sr. - Affiant

Subscribed and sworn to before me
this 21st day of July, 1972.

Catherine T. Boegner
CATHERINE T. BOEGNER Notary Public

LAW OFFICES
JOHN J. NEUBAUER, SR.
JOHN J. NEUBAUER, JR.
ROBERT J. NEUBAUER
BALTIMORE, MD.

FILED
1972 JUL 24 AM 9:32

E-123—1M—6-65.

BOOK 196 PAGE 949

REPORT OF SALE

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard & Saratoga Streets
Baltimore, Maryland 21201
Plaintiff

VS.

CHARLES J. WENZEL and
LaRue J. WENZEL, his wife
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland 21146
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

[redacted]
ANNE ARUNDEL COUNTY, IN EQUITY
Case No. 20933

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR [redacted] ANNE ARUNDEL COUNTY:

The Report of Sale of John J. Neubauer, Sr. and Robert J. Neubauer

Trustees appointed by the decree in the above entitled cause to make sale of fee simple property known as 176 Berrywood Drive, Severna Park, in Anne Arundel County, State of Maryland

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 Monday the 7th day of August, 1972, at 3:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Hammond S. Carr & Assoc., Inc., whose post office address is 71 Dawson Building, Severna Park, Maryland - 21146, at and for the sum of FORTY-THREE THOUSAND and 00/100 ($43,000.00) DOLLARS; it being the highest bidder therefor.

John J. Neubauer, Sr. - Trustee

Robert J. Neubauer - Trustee.

State of Maryland, [redacted] City of Baltimore, Sct.

I Hereby Certify, that on this 7th day of August, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the [redacted] City of Baltimore aforesaid, personally appeared John J. Neubauer, Sr. and Robert J. Neubauer, 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
CATHERINE T. BOEGNER Notary Public

My Commission expires: July 1, 1974

FILED
1972 AUG -9 AM 9:36

BOOK 196 PAGE 950

E. T. Newell & Co., Inc.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of August, 19 72, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hammond S. Carr, President of HAMMOND S. CARR & ASSOC., INC., purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser, HAMMOND S. CARR & ASSOC., INC.,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Hammond S. Carr (SEAL)
President of
HAMMOND S. CARR & ASSOC., INC. Purchaser

(SEAL)

Notary Public

11 Dawson Bldg.
Address

Severna Park, Md. - 21146.

FILED
1972 AUG -9 AM 9:36

E. T. Newell & Company, Inc.

AUCTIONEER'S AFFIDAVIT

Under Rule V-74 of the Supreme Bench of Baltimore City

In Re: 176 Berrywood Drive, Severna Park, Anne
Location of property
Arundel County, Maryland

I HEREBY CERTIFY, that on this 7th day of August 19 72, personally appeared Harry C. Miller for and on behalf of Harry C. Miller and made oath
Name of Auctioneer

in due form of law that the Auctioneer's fee for services in making sale of the above property at public auction, in the amount as shown on the attached bill, has not been paid and that said Auctioneer has not and will not directly or indirectly make payment of any sum or consideration for the employment to make sale of the above property to any person or persons from whom such employment was secured.

Harry C. Miller
Auctioneer

Grace B. Fleming
Notary Public

FILED
1972 AUG -9 AM 9:36

John J. Neubauer, Sr., Esq.
Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland 21202

BOOK 196 PAGE 952

FOR MARYLAND GAZETTE
Aug. 14th Edition

ORDER NISI

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

CHARLES J. WENZEL AND

LaRue J. WENZEL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 20,933 Equity

Ordered, this 9th day of August, 19 72, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and Robert J. Neubauer, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

The report states that the amount of sale was $ 43,000.00

Marjorie S. Holt Clerk.

True Copy,

TEST: Marjorie S. Holt Clerk.

(Final Order)

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

CHARLES J. WENZEL AND

LaRue J. WENZEL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of September, 19 72 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.

W. Harvey Boardmore
JUDGE.

EQ-15

FILED
1972 SEP 14 PM 3:40

(d) Agreement between The Countryside and Anne Arundel Utilities, Inc., dated December 30, 1968 and recorded among the aforesaid Land Records in Liber MSH No. 2247, folio 468, relating to water facility charges.

(e) Agreement between The Countryside Corporation and Allen C. Westcott, dated January 14, 1965 and recorded among the aforesaid Land Records in Liber LNP No. 1827, folio 524, relating to deposit required for the installation of sewerage and-or public water services, if and when installed in the Subdivision of "Berrywood".

(3) Forty foot minimum building set back line and easements for installation and maintenance of utilities and drainage facilities of five feet in width along the side lines and ten feet in depth along the rear line of lots as shown on Plat entitled "Plat III, Berrywood", recorded among said Land Records in Plat Book No. 33, folio 63.

Taxes, Anne Arundel County Sanitary Commission charges and any other charges assessed against the above described property to be adjusted to the date of sale. Charges or liens, if any, levied against the above described property and payable on an annual basis shall be adjusted for the current year as of the date of sale and the purchaser agrees to pay all such annual liens or charges due or to become due after the date of sale.

A deposit of $1500.00 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
ROBERT J. NEUBAUER
Trustees
Keyser Building
Baltimore, Maryland - 21202
539 - 3212

E.T. NEWELL & CO., INC.
120 W. North Avenue
Baltimore, Maryland 21201
Auctioneer

Ag-

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore, Maryland — 21202

Trustee's Sale

OF

VALUABLE FEE SIMPLE PROPERTY

known as 176 Berrywood Drive, Severna Park 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 "Provident Savings Bank of Baltimore vs. Charles J. Wenzel and LaRue J. Wenzel, his wife", the undersigned Trustees will sell at public auction on the premises the fee simple property hereinafter described on

MONDAY, AUGUST 7, 1972
AT 3:00 O'CLOCK P.M.

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

BEING KNOWN AND DESIGNATED as Lot No. 26, Block F, as shown on the Plat entitled "Plat 111, Berrywood", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 33, folio 63.

The improvements thereon being known as No. 176 Berrywood Drive.

The improvements consist of a two-story brick and frame dwelling containing nine rooms, three baths with hot air heat, gas fired (also air conditioned) and a two-car garage, attached.

The property is subject to the following:

(1) Restrictive covenants and conditions contained in Declaration by The Countryside Corporation, dated January 3, 1966 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1936, folio 373.

(2) Public utility agreements of record.

(a) Agreement between The Countryside Corporation and Baltimore Gas and Electric Company, dated February 9, 1967 and recorded in Liber MSH 2060, folio 456, re: poles, etc.

(b) Agreements relating to the installation of water facilities between The Countryside Corporation and Anne Arundel County, Maryland, dated and recorded, as follows: October 31, 1967, May 9, 1968 and May 27, 1968, recorded respectively in Libers MSH No. 2117, folio 481, MSH No. 2167, folio 253 and MSH No. 2182, folio 247.

(c) Agreement between The Countryside Corporation and Anne Arundel County Sanitary Commission, dated June 28, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1877, folio 506, relating to extension of water facilities.

BOOK 196 PAGE 953

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Eq - 20,933

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1972

We hereby certify, that the annexed

Trustee's Sale

176 Berrywood Drive, Severna Park

Provident Savings Bank of Baltimore vs.

Charles J. Wenzel & LaRue J. Wenzel.

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 3 day of August, 19 72

The insertions being made the 13, 20, & 27 of July and 3 of August, 19 72

THE CAPITAL-GAZETTE PRESS, INC.

FILED

72 AUG -9 PM 1:14

By Sandra E. Snyder

MARYLAND - TRUSTEE TO SELL

BOOK 196 PAGE 954

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

No. 20,933 Equity

Provident Savings Bank of Baltimore

versus

Charles J. Wenzel and La Rue J. Wenzel, his wife

BOOK 16 PAGE 101

Additional
BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer Sr., and Robert J. Neubauer, Keyser Building, Baltimore, Maryland 21202

as Principal , and the Reliance Insurance Company , a corporation of the State of Penna., as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 Dollars ($ 3,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 8th day of August in the year of our Lord one thousand, nine hundred and seventy-two

WHEREAS THE ABOVE BOUNDEN

John J. Neubauer Sr. and Robert J. Neubauer

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

Provident Savings Bank of Baltimore

versus

Charles J. Wenzel and La Rue J. Wenzel

now pending in said Court.

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

John J. Neubauer Sr. and Robert J. Neubauer

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.

Witness: Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

RELIANCE INSURANCE COMPANY

By Robert J. North
Attorney-in-fact

Bond approved this 11th day of August 1972

Marjorie S. Holt Clerk

FILED

1972 AUG 11 AM 10: 33

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 28, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 20,933

Provident Saving Bank of Baltimore vs.

Charles J. Wenzel & La Rue J. Wenzel

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 13th day of September, 1972

The insertions being made the 14, 21, & 28 of August, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

Order NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 20,933 Equity
PROVIDENT SAVINGS BANK OF BALTIMORE
VS
CHARLES J. WENZEL AND LARUE J. WENZEL, HIS WIFE

Ordered, this 9th day of August, 1972, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and Robert J. Neubauer, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, in each of three successive weeks before the 13th day of September next.

The report states that the amount of sale was $43,000.00

MARJORIE S. HOLT
Clerk
AG-28

FILED
No. M C
1972 AUG 28 PM 1:36

PROVIDENT SAVINGS BANK OF BALTIMORE :
Howard and Saratoga Streets
Baltimore, Maryland 21201

Plaintiff :

vs.

CHARLES J. WENZEL and
LaRUE J. WENZEL, his wife :
176 Berrywood Drive, Severna Park
Anne Arundel County, Maryland 21146

Defendants :

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

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Case No. 20,933

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John J. Neubauer, Sr. and Robert J. Neubauer, Trustees, respectfully represents unto your Honor:

1. That pursuant to a Decree of this Honorable Court, dated July 7, 1972, your Petitioners advertised the mortgaged premises described in these proceedings and sold said premises, in fee simple, on August 7, 1972 to Hammond S. Carr and Associates, Inc., whose post office address is 71 Dawson Building, Severna Park, Maryland, at and for the price of Forty-three Thousand and 00/100 ($43,000.00) Dollars, as will more fully appear from the Report of Sale filed by your Petitioners in these proceedings.

2. That the aforesaid sale was ratified by this Honorable Court on September 14, 1972.

3. That your Petitioners have been advised that Hammond S. Carr and Associates, Inc. has sold the mortgaged premises which it purchased from your Petitioners to John S. Walter and Lois E. Walter, his wife, as will more fully appear from a photographic copy of a Contract of Sale dated August 7, 1972 and filed with this Petition and prayed to be taken as a part hereof.

4. That the said Hammond S. Carr and Associates, Inc. has requested your Petitioners to ask this Honorable Court to substitute as purchasers under the foreclosure sale the said John S. Walter and Lois E. Walter, his wife, instead of the said Hammond S. Carr and Associates, Inc., to the end that your Petitioners, as Trustees, may be permitted to convey the mortgaged premises to the said John S. Walter and Lois E. Walter, his wife.

LAW OFFICES
JOHN J. NEUBAUER, SR.
JOHN J. NEUBAUER, JR.
ROBERT J. NEUBAUER
BALTIMORE, MD.

FILED
1972 SEP 19 AM 9:14

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order permitting them to convey the mortgaged premises described in these proceedings directly to John S. Walter and Lois E. Walter, his wife, and authorizing the Clerk of the Court to substitute, as purchasers of the property, John S. Walter and Lois E. Walter, his wife.

John J. Neubauer, Sr. - Petitioner

Robert J. Neubauer - Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of September, in the year one thousand, nine hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared JOHN J. NEUBAUER, SR. and ROBERT J. NEUBAUER, the Petitioners herein named, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and believ.

AS WITNESS, my hand and notarial seal, the day and year last above written.

CATHERINE T. BOEGNER Notary Public

LAW OFFICES
JOHN J. NEUBAUER, SR.
JOHN J. NEUBAUER, JR.
ROBERT J. NEUBAUER
BALTIMORE, MD.

BOOK 196 PAGE 958

ORDER OF COURT

Upon the foregoing Petition, Exhibit and Affidavit, it is ORDERED this 19th day of September, 1972, by the Circuit Court for Anne Arundel County that John S. Walter and Lois E. Walter, his wife, be substituted as purchasers of the property described in these proceedings and that John J. Neubauer, Sr. and Robert J. Neubauer, Trustees, be and they are hereby authorized and directed to execute and deliver a Deed conveying the property described in these proceedings to the said John S. Walter and Lois E. Walter, his wife, instead of Hammond S. Carr and Associates, Inc., upon payment to said Trustees of the balance of the purchase price due to said Trustees by reason of the sale made by them of said property on August 7, 1972.

Matthew S. Evans
Judge

FILED
1972 SEP 20 AM 10:45

LAW OFFICES
JOHN J. NEUBAUER, SR.
JOHN J. NEUBAUER, JR.
ROBERT J. NEUBAUER
BALTIMORE, MD.

FILED
1972 SEP 20 AM 11:08

BOOK 196 PAGE 959

Standard Contract of Sale

(APPROVED FOR USE BY A.A. CO. MLS MEMBERS)
This is a Legally Binding Contract;
If Not Understood, Seek Competent Advice.

This Agreement made this 1st day of August 19 72

by and between Hammond S. Carr & Associates, Inc., Foreclosure Purchaser - - - - - Seller s

and John S. Walter and Lois E. Walter, his wife - Buyer s

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Third Assessment District of Anne Arundel County, State of Maryland, and being known and designated as Lot #26, Block "F", Plat III, as shown on the Plat of Berrywood, said plat recorded among the Land Records of Anne Arundel County. Said lot is improved by a brick and frame split foyer type dwelling with attached garage and is also known as 176 Berrywood Drive, Severna Park, P.O., Maryland. Included in the sale shall be the gas furnace; shrubbery; light fixtures; dishwasher; existing wall to wall carpeting in the lower level, central air conditioning; and all permanent fixtures as now installed on the premises, as is. Said property being sold in fee simple and subject to the usual restrictions of Berrywood.

at and for the price of - - - - - - - - - - - - - - - - - - -

"A"

reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Veterans Administration."

The sellers agree to pay not more than two (2) points.
The sellers also agree to present to the buyers a certificate from a reputable pest control company certifying the property to be free from infestation by termites and other wood boring insects at the time of settlement.

All taxes and other public or governmental charges or assessments which are or may be payable on an annual basis, whether levied or assessed or to be levied or assessed shall be assumed by the buyers as of the date of settlement.

Settlement to take place on or before October 6, 1972 at which time possession and occupancy shall be given.

BOOK 196 PAGE 961

In the Case of

Provident Savings Bank of Baltimore

VS.

Charles J. Wenzel, et ux

In the

Circuit Court

For

Anne Arundel County

No. 20,933 **Equity**

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

October 11, 1972

John H. Hopkins, IV Auditor.

FILED
1972 OCT 11 AM 10:54

FINAL ORDER

ORDERED BY THE COURT, this 27th day of October, 1972, 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.

Marjorie S. Hall

Clerk
Per: Alice E. Jankowski, deputy

FILED
1972 OCT 27 AM 8:51

EQ-23

Dr. Provident Savings Bank of Baltimore vs Charles J. Wenzel, et ux

In Acct. with John J. Neubauer, Sr., & Robert J. Neubauer, Trustees

Cr.

1972, August 7,			
Proceeds of Sale	43,000 00		
Interest deferred payment of $41,500.00			
from 8/7/72 to 10/4/72 @ 6%	395 56	43,395 56	
			43,395 56
* * * * * * * *	* * * * * *		
To Trustees for Counsel fee, viz:	374 00		
To Trustees for Commissions, viz:	2,319 78	2,693 78	
To Trustees for Court Costs, viz:			
Plaintiff's Solicitors Appearance fee	10 00		
M.S. Holt, Clerk - Clerk's Costs	57 00		
Auditor - stating this account	75 00	142 00	
To Trustees for Expenses, viz:			
Capital-Gazette Press - Advertising Sale	184 50		
" " " Order Nisi, Sale	25 00		
The Sunpapers - Advertising Sale	49 20		
E.T. Newell & Co.,Inc.,-Auctioneer's fee	1,045 00		
Reliance Insurance Co., Bond Premium	172 00		
Taxes 7/1/72 to 8/7/72 ($898.97)	89 91		
Metered Water to 8/7/72	31 20		
County Sanitary fee (water) 1/1/72 to 8/7/72(75.00)	47 24		
Miscellaneous Lien Certificates - Notary fees	10 50	1,654 55	
To Provident Savings Bank of Baltimore			
Mortgage Claim in full as filed	37,363 79		
Interest on principal balance of $37,100.91			
from 7/15/72 to 10/27/72 - 104 days @ 7-1/4%	776 88	38,140 67	
To Meyer Sigal, this balance on account of			
Judgment Claim filed	764 56	764 56	
			43,395 56

BOOK 196 PAGE 963

W. MINOR CARTER and RICHARD J. COUGHLAN, JR.	*	IN THE
Substitute Trustees,	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOHN E. ROUTH and BARBARA E. ROUTH, his wife,	*	Docket 27 Folio 357 Case No. 21,019 Equity Filed 8-30-72
Defendant(s)	*	

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

ORDER TO DOCKET SUIT, ETC.

Mrs. Marjorie S. Holt , Clerk.

Please docket suit as above entitled and file therein the original Deed of Trust from John E. Routh and Barbara E. Routh , to John W. Steele, III, and Richard L. Cover, Trustees, dated the 13th day of January , 1970 , and recorded in MSH Liber 2327 , Folio 338 among the Land Records of Anne Arundel County , Maryland, the holder of the indebtedness secured by this Deed of Trust, Federal National Mortgage Association , having substituted W. Minor Carter and Richard J. Coughlan, Jr. as Trustees by instrument duly executed, acknowledged and recorded among the Land Records of Anne Arundel County pursuant to the terms of such Deed of Trust.

Please also docket the Statement of Debt Due Under Deed of Trust Note, Deed of Trust Note, Military Affidavit and Removal of Trustees and Appointment of Substitute Trustees.

W. Minor Carter — Richard J. Coughlan, Jr.
Substitute Trustees

2000 First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201
Tel. 301 539-2530

FILED
1972 AUG 30 AM 11:23

BOOK 196 PAGE 964
FHA FORM NO. 2127m
Rev. June 1969

LIBER 2327 PAGE 339

FINANCING STATEMENT
109969
APP. NO. 14499

FINANCING STATEMENT RECORDED

DEED OF TRUST

THIS DEED, made this 13th day of January, 1970, by and between JOHN E. ROUTH AND BARBARA E. ROUTH, his wife whose post office address is 517 Kintop Rd. * party of the first part and JOHN W. STEELE, III AND RICHARD L. COVER, Trustee, as hereinafter set forth, party of the second part:

* Glen Burnie, Maryland 21061

WHEREAS, the party of the first part is justly indebted unto JAMES W. ROUSE & COMPANY, INCORPORATED whose post office address is Columbia, Maryland 21043, a corporation organized and existing under the laws of State of Maryland, in the principal sum of Thirteen Thousand Four Hundred and 00/100---------- Dollars ($ 13,400.00), with interest from date at the rate of seven and one-half per centum (7-1/2 %) 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 Ninety-Three and 80/100------- ----------Dollars ($ 93.80), commencing on the first day of March, 1970, 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 February, 2000. All of the aforesaid sum of money being for the purchase 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, known and distinguished as

BEING known and designated as Lot 36 as shown on the plat entitled, "OAKWOOD MANOR", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 35. The improvements thereon being known as 517 Kintop Road.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Robert J. Lewis and Carolyn C. Lewis, his wife unto the parties of the first part herein.

By the execution of this Deed of Trust, the parties of the first part certify and acknowledges that prior thereto they have received both a fully exected agreement as to the contractual rate of interest and a loan disclosure statement in connection with the loan secured thereby both as required by Chapter 453 of the Acts of 1968, Public General Laws of the State of Maryland.

JAMES W. ROUSE & COMPANY, INCORPORATED, the Secured party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

RECEIVED FOR RECORD
MARJORIE S. HOLT, CLERK
CIRCUIT COURT, A. COUNTY

70 JAN 29 AM 10:02

JAN-29-70 RECORDING: AGENCY 16.00

JAMES W. ROUSE & COMPANY, INCORPORATED

BY: _____
THOMAS G. RAIMOND, AGENT

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.

FILED

1972 AUG 30 AM 11:23

1600

By the execution of this instrument, Mortgagors, Grantors or parties of the first part (whichever applies) certify and acknowledge that prior thereto they have received both a fully executed agreement as to the contractural rate of interest and a loan disclosure statement in connection with the loan secured hereby both as required by Article 49 of the Annotated Code of Maryland.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns subject to an annual ground rent of $120 payable semi-annually on the 28th days of January and July, in each and every year.
ALSO TOGETHER with each and every of the interior and exterior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection with and all additions and replacements thereto including without limitation the following described item, all of which shall be deemed to be fixtures and a part of the *

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 their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND 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 their cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of $5.00, plus 50 cents for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two Trustees.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell. and in case of any default of any purchaser, to resell, at public auction, for cash, 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 in fee simple, 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: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or 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; Secondly, 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; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

* realty covered by this Deed of Trust: Kitchen RAnge, Vent fan.

(I) If and so long as said note 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 Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) 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) 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 Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

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

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge(in lieu of mortgage insurance premium), as the case may be;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) 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 two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments, but in no event shall such "late charge" exceed the limitations imposed by Article 49 of the Annotated Code of Maryland as of the date hereof.

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

4. That he will pay all taxes, assessments, water rates and other governmental or muncipal charges, fines or impositions, and costs, expenses and charges of attorneys for services in any legal proceeding wherein Trustee shall be made a party by reason of this Deed of Trust, 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 on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

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

7. The party of the first part further agrees that should this Deed of Trust 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 Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That 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 full legal interest.

9. That 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 of funds

which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

11. The party of the first part covenants and agrees that so long as this Deed of Trust 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 raee, color, or creed. Upon any violation of this undertaking, the holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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 part of the first part on the day and year first above written.

Witness:

George J. Sybert
as to Routh

John E. Routh [SEAL]

JOHN E. ROUTH [SEAL]

Barbara E. Routh [SEAL]

BARBARA E. ROUTH [SEAL]

STATE OF MARYLAND, Anne Arundel County to wit:

I HEREBY CERTIFY, that on this the 13th day of January, 1970, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared JOHN E. ROUTH and BARBARA E. ROUTH, 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 purposes therein contained.

At the same time, also personally appeared William E. Dixon, the Agent of the party secured by the aforegoing deed of trust, and made oath in due form of law that the consideration of said deed of trust is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named party of the first part or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this deed of trust; and he further made oath that he is the agent of the party secured by the aforegoing deed of trust and as such is duly authorized to make this affidavit.

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

George J. Sybert

GEORGE I. SYBERT
Notary Public
NOTARY PUBLIC
HOWARD COUNTY, MD.

My commission expires: July 1, 1970

This form may be used as the seeurity instrument in eonneetion with mortgages to be insured under Seetions 203 and 222, and in conneetion with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Aet.

THE MONUMENTAL TITLE COMPANY
91 AQUAHART ROAD
Mailed to GLEN BURNIE, MARYLAND 21061

P.S. INDEX
STATE OF MARYLAND
LOAN NO.

Deed Of Trust

JOHN E. ROUTH

BARBARA E. ROUTH

TO

JOHN W. STEELE, III

RICHARD L. COVER

Trustee.

RECEIVED FOR RECORD on the day of A.D. 19 , at o'clock M., and recorded in Liber No. at folio one of the Land Records.

Examined by

FINANCING STATEMENT

THE MONUMENTAL TITLE COMPANY
91 AQUAHART ROAD
GLEN BURNIE, MARYLAND 21061

Recorder.

* U.S. GOVERNMENT PRINTING OFFICE: 1968 O—353-862

FHA FORM NO. 9127
Revised August 1964

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

BOOK 196 PAGE 968

DEED OF TRUST NOTE

FHA CASE NO.

APP. NO. 14499

$ 13,400.00

Anne Arundel County, Maryland,

January 13, 1970

FOR VALUE RECEIVED, the undersigned promise(s) to pay to JAMES W. ROUSE & COMPANY, INCORPORATED, a body corporate of the State of Maryland

or order, the principal sum of Thirteen Thousand Four Hundred and 00/100---------- Dollars ($ 13,400.00), with interest from date at the rate of seven and one-half per centum (7-1/2 %) per annum on the unpaid balance until paid, said principal and interest being payable at the office of JAMES W. ROUSE & COMPANY, INCORPORATED in Baltimore, Maryland , or at such other place as the holder hereof may designate in writing, in monthly installments of Ninety-Three and 80/100--- ---------- Dollars ($ 93.80), commencing on the first day of March , 1970 , 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 February 1, 2000 , .

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

John E. Routh
JOHN E. ROUTH

Barbara E. Routh
BARBARA E. ROUTH

THIS IS TO CERTIFY that this is the Note described in and secured by a Deed of Trust of even date herewith and in the same principal amount as herein stated to John W. Steele, III and Richard L. Cover, Trustees on real property located in Anne Arundel County, State of Maryland and known as 517 Kintop Road, Glen Burnie, Maryland 21061.
My Commission expires July 1, 1970

Barry J. Aylen
Notary Public

104015-P Rev. 8/64

1972 AUG 30 AM 11:24

HUD-Wash., D. C.

BOOK 196 PAGE 969
JWR-26699

FHA - MD

LIBER 2514 PAGE 724

REMOVAL OF TRUSTEES AND APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, heretofore on January 13, 1970 , John E. Routh and Barbara E. Routh, his wife executed, acknowledged and delivered a Purchase Money Deed of Trust to John W. Steele, III and Richard L. Cover , as Trustees, recorded among the Land Records of Anne Arundal County , Maryland, in Liber MSH2327 , folio 338 , to secure prompt payment of a certain Deed of Trust Note of even date, the owner of the indebtedness being Federal National Mortgage Association.

WHEREAS, said Deed of Trust states in part that:

At the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

NOW THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the indebtedness, Federal National Mortgage Association , hereby removes John W. Steele, II and Richard L. Cover , as Trustees and substitutes and appoints W. Minor Carter and Richard J. Coughlan, Jr. , as Substitute Trustees with the same rights, powers, discretions and obligations to act as Substitute Trustees in any manner permitted by said Deed of Trust.

WITNESS my hand and seal this 20th day of July , 1972.

FILED
1972 AUG 30 AM 11:23

ATTEST:

Kathryn E. Greene
Asst. Secretary

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: Norbert C. Greene

Norbert C. Greene
Asst. Vice President

AUG-17-72 RECD & CLK.CT.A.A.C. BCK#SC— 6.50

STATE OF PENNSYLVANIA , C of PHILADELPHIA Sct:

I HEREBY CERTIFY, that on this 20th day of July , 1972, before me, the undersigned, a Notary Public of the State of Pennsylvania , personally appeared Norbert C. Greene who acknowledged himself to be the Asst. Vice President of Federal National Mortgage Association , a corporation, and that he, as such officer , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Asst. Vice President.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 20, 1975

RECEIVED FOR R.
CIRCUIT COURT, A.A.

1972 AUG 17 PM 3:23

MARJORIE S. HOLT, CLERK

Mailed to Piper & Marbury

BOOK 196 PAGE 970

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Remord & Trustees is truly taken and copied from Liber MSH No 2514 folio 724 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 18 day of August A. D., 1972

Maryjoe S. Holt

Clerk of the Circuit Court for Anne Arundel County

FILED

1972 AUG 30 AM 11:23

LIC. – 1

BOOK 196 PAGE 971

W. MINOR CARTER and RICHARD J. COUGHLAN, JR., Substitute Trustees, Plaintiff(s)	*	IN THE CIRCUIT COURT FOR **ANNE ARUNDEL COUNTY**
vs.	*	Docket 27 Folio 357 Case No. 21,019 Equity Filed
JOHN E. ROUTH and BARBARA E. ROUTH, his wife, Defendant(s)		

MILITARY AFFIDAVIT

STATE OF MARYLAND, **COUNTY** OF **HOWARD** , TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said personally appeared **Victor P. Ganderson of James W. Rouse & Company, Incorporated** , and made oath in due form of law that he knows of the defendant(s) herein, and that to the best of his information, knowledge and belief

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

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

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

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

Victor P. Ganderson

Victor P. Ganderson

Subscribed and sworn to before me this 25th day of **August,** 19 **72** .

LINDA L. SCHOLL NOTARY PUBLIC BALTIMORE CITY MARYLAND

Linda L. Scholl

Notary Public

My commission expires: July 1, 1976

FILED

1972 AUG 30 AM 11:24

BOOK 196 PAGE 972

W. MINOR CARTER and RICHARD J. COUGHLAN, JR.,	*	IN THE
Substitute Trustees,	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOHN E. ROUTH and BARBARA E. ROUTH, his wife,	*	Docket ____ Folio ____ Case No. 21,019 Filed Equity
Defendant(s)	*	

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

STATEMENT OF DEBT DUE UNDER DEED OF TRUST NOTE

As of August 20, 1972

Original amount of Deed of Trust Note	$	13,400.00
LESS		
Total principal payments		271.01
	$	13,128.99
Balance in Expense Account		221.02
PLUS	$	12,907.97
Interest Due from March 1, 1972 through August 20, 1972 at 7.5 % on $ 13,128.97		465.10
Late Charges for April 15, 1972 through August, 1972 at $2.93 per month		14.65
FHA Insurance Premium - 2-1-72 through 8-31-72		38.57
TOTAL DEBT CLAIMED	$	13,426.29

STATE OF MARYLAND,
COUNTY OF HOWARD, Sct.

I HEREBY CERTIFY, that on this 25th day of August, 1972, and before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Victor P. Ganderson of James W. Rouse & Company, Incorporated and agent of the holder of the trust in the above entitled cause, and made oath that the foregoing is a true statement of the debt due under the Deed of Trust Note filed in the said cause remaining due and unpaid, as of August 20, 1972, to the said holder of the trust.

AS WITNESS my hand and Notarial Seal.

LINDA L. SCHOLL NOTARY PUBLIC BALTIMORE CITY MARYLAND

Linda L. Scholl
Notary Public
My Commission Expires: July 1, 1974

FILED
1972 AUG 30 AM 11:24

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 196 PAGE 973

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

W. Minor Carter and Richard J. Coughlan, Jr.
Substitute Trustees

versus

John E. Routh and Barbara E. Routh, H/W

BOOK 16 PAGE 118

BOND OF TRUSTEE TO SELL

Real Estate

No. 21,019 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, W. Minor Carter and Richard J. Coughlan, Jr., 25 South Charles Street, Baltimore, Maryland as Principal, and the 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 Fourteen Thousand and 00/100 ---------- Dollars ($14,000.00----) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 25th day of September in the year of our Lord one thousand, nine hundred and seventy-two

WHEREAS THE ABOVE BOUNDEN W. Minor Carter and Richard J. Coughlan, 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

W. Minor Carter and Richard J. Coughlan, Jr.
Substitute Trustees

versus

John E. Routh and Barbara E. Routh, H/W

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden W. Minor Carter and Richard J. Coughlan, 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.

Henrietta Ehrenberg
Henrietta Ehrenberg

W. Minor Carter (SEAL)
W. Minor Carter

Richard J. Coughlan, Jr. (SEAL)
Richard J. Coughlan, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Douglas Von Hagel
Douglas Von Hagel
Attorney-in-fact

Bond approved this 28th day of September 19 72
Marjorie S. Holt, Clerk

FILED

1972 SEP 28 AM 10: 02

PIPER & MARBURY,
SOLICITORS
2000 First Maryland Bui
25 South Charles Street
Baltimore, Maryland 21201

Substitute Trustees' Sale

OF VALUABLE, IMPROVED LEASEHOLD PROPERTY.

The improvements thereon being known as

517 KINTOP ROAD, GLEN BURNIE, MARYLAND 21061

Under and by virtue of the power of sale contained in a certain Deed of Trust from John E. Routh and Barbara E. Routh, his wife, to John W. Steele, III, and Richard L. Cover, Trustees, dated the 13th day of January, 1970, and recorded in Liber MSH No. 2327, Folio 338 among the Land Records of Anne Arundel County, Maryland, the holder of the indebtedness secured by this Deed of Trust having appointed W. Minor Carter and Richard J. Coughlan, Jr. Substitute Trustees by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof, and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at Public Auction at the premises on Thursday, September 28, 1972 at 3:00 o'clock P.M (EDT) all that property described as follows:

BEING known and designated as Lot 36 as shown on the plat entitled "OAKWOOD MANOR," which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 35. The improvements thereon being known as 517 Kintop Road.

Subject to the payment of an annual ground rent of $120.00 payable in equal semi-annual installments on the 28th days of January and July in each and every year.

For a more complete description refer to the Deed of Trust described above.

The improvements consist of a 1 story rancher containing 5 rooms (3 bedrooms), 1 bath, FHA heating, gas fuel.

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

Terms of Sale: a deposit of $900.00 payable in cash or by certified check will be required from 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.

W. MINOR CARTER
RICHARD J. COUGHLAN, JR.
Substitute Trustees
A.J. BILLIG & COMPANY
Auctioneer:

S-21

BOOK 196 PAGE 974 21019

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1972

We hereby certify, that the annexed Substitute Trustee's Sale of Valuable Improved Leasehold Property 517 Kintop Road, Glen Burnie, Md.

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 28th day of September, 1972

The insertions being made the 7, 14, & 21 of September, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

FILED
1972 SEP 21 PM 2:52

BOOK 196 PAGE 975

W. MINOR CARTER and RICHARD J. COUGHLAN, JR. Substitute Trustees	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
v.	*	Anne Arundel County
JOHN E. ROUTH and BARBARA E. ROUTH, his wife	*	Docket ____ Folio ____
	*	Case No. 21,019 Equity
Defendants	*	Filed ____
	*	

AFFIDAVIT UNDER MARYLAND RULE W74 (a) (2) (b)

STATE OF MARYLAND,

CITY OF BALTIMORE, SS

I HEREBY CERTIFY, that on this 5th day of October, 19 72, before me the subscriber, a Notary Public of the State of Maryland, personally appeared W. Minor Carter one of the Trustees appointed by the Court in the above entitled case to sell the mortgaged property in the proceedings in such case, and made oath in due form of law that on September 20, 19 72, he caused to be mailed by certified and regular mail to the mortgagors at mortgagors' last known address a notice of the time, place, and terms of sale of the mortgaged property by letter dated September 20, 19 72, a copy of which letter is attached hereto.

MARY E. TICHY NOTARY PUBLIC BALTIMORE CO., MD.

Mary E. Tichy
Notary Public

My commission expires: 7-1-74

FILED

1972 OCT -6 AM 9:55

BOOK 196 PAGE 976

COPY

LAW OFFICES OF
PIPER & MARBURY
FIRST MARYLAND BUILDING, SUITE 2000
25 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201

TELEPHONE
539-2530
AREA CODE 301

September 20, 1972

Mr. and Mrs. John Routh
517 Kintop Road
Glen Burnie, Maryland 21061

CERTIFIED MAIL NO. 622 800
RETURN RECEIPT REQUESTED

Re: JR 26699

Dear Mr. and Mrs. Routh:

Pursuant to Maryland Rule W74 (a) (2) (b), we are hereby notifying you of the time, place, and terms of sale of the above premises. The sale will take place at the premises on Thursday, September 28, 1972 at 3:00 o'clock P.M.

Enclosed is a copy of an advertisement appearing in The Maryland Gazette setting forth the terms of sale.

A copy of this letter is being sent to you by regular mail.

Very truly yours,

W. Minor Carter

WMC/fm
Enclosure
cc: Mr. Victor P. Ganderson

BOOK 196 PAGE 977

No. 21,019 Equity

AUCTIONEER'S CERTIFICATE

I, hereby certify that I have on this 28th day of September, 1972, sold the property described in the attached advertisement of sale, at and for the sum of Seventeen Thousand ($17,000.00) DOLLARS TO ALLEN J. & SUSAN L. WINTERBOTTOM being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J. BILLIG & CO.

BY _____
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have on this 28th day of September, 1972, purchased the property described in the attached advertisement of sale from W. Minor Carter and Richard J. Coughlan, Jr., Substituted Trustees, at and for the sum of $ Seventeen Thousand ($17,000.00) DOLLARS and hereby agree to comply with the terms of sale as set forth in the attached adcertisement of sale.

X Allen J. Winterbottom

Susan L. Winterbottom

TEST: _____

4

FILED

1972 OCT -6 AM 9:55

No. 21,019 Eq-T

BOOK 196 PAGE 978

STATE OF MARYLAND Baltimore County, Sct.:

I HEREBY CERTIFY, That on this 28th day of Sept.

19 72, before me, the subscriber, a Notary Public of the State of

Maryland, in and for Baltimore County, State AFORESAID, SUSAN L.

personally appeared ALLEN J. WINTERBOTTOM & WINTERBOTTOM

Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said Property No. 517 Kintop Rd., Glenburnie A.A.Co., Md. mentioned in the said Report of Sale.

Allen J. Winterbottom
Purchaser

Susan L. Winterbottom
Purchaser

Jack F. Billig
Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTIMORE COUNTY

FILED

1972 OCT -6 AM 9:55

W. MINOR CARTER and
RICHARD J. COUGHLAN, JR.
Substitute Trustees

Plaintiff

vs.

JOHN E. ROUTH and
BARBARA E. ROUTH, his wife

Defendant

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

Docket 27 Folio 357
Case No. 21,019
Filed 8-30-72 Equity

REPORT OF SALE

The Report of Sale of W. Minor Carter and Richard J. Coughlan, Jr. Substitute Trustee(s), having been substituted in a certain Deed of Trust from John E. Routh and Barbara E. Routh, his wife,

to John W. Steele, III,

and Richard L. Cover, Trustees,

dated January 13, 19 70, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber MSH 2327, Folio 338, respectfully represents unto Your Honor as follows:

That after default had occurred under the terms of said Deed of Trust, and at the request of the party secured thereby, and after having given bond with security for the faithful performance of their trust as required by law, and after having given due notice of the time, place, manner and terms of sale by advertisement inserted in The Capital-Gazette Press, Inc., a newspaper published in Annapolis, Maryland, once a week for ~~more than~~ three successive weeks before the day of sale, as will more fully appear by the printer's certificate heretofore filed herein, the said Substitute Trustee(s) did attend the sale at the premises on September 28, 1972, at the hour of 3:00 P.M., and then and there proceed to offer for sale the following property in said Deed of Trust described, viz:

FILED
1972 OCT -6 AM 9:55

BEING known and designated as Lot 36 as shown on the plat entitled, "OAKWOOD MANOR", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 35. The improvements thereon being known as 517 Kintop Road.

And your Substitute Trustees sold said property unto Allen J. Winterbottom and Susan L. Winterbottom, his wife, at and for the sum of Seventeen Thousand---------- -------- Dollars ($ 17,000.00), said buyer being at that price the highest bidder therefor.

AND, as in duty bound, etc.

W. Allen Carter [SEAL]
W. Minor Carter
Substitute Trustee

Richard J Coughlan Jr. [SEAL]
Richard J. Coughlan, Jr.
Substitute Trustee

STATE OF MARYLAND, C ity of Baltimore, to wit:

I HEREBY CERTIFY, that on this 5th day of October 19 72, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the C aforesaid, personally appeared W. Minor Carter and Richard J. Coughlan, Jr. Substitute 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.

MARY E. TICHY NOTARY PUBLIC BALTIMORE CO., MD.

Mary E. Tichy
Notary Public

My commission expires: 7-1-74

W. Minor Carter, Esq
First Maryland Building, Suite 2000
25 South Charles Street
Baltimore, Maryland
21201

BOOK 196 PAGE 981

FOR MARYLAND GAZETTE
Oct. 12th Edition

ORDER NISI

W. MINOR CARTER AND RICHARD J. COUGHLAN, JR. SUBSTITUTE TRUSTEES

versus

JOHN E. ROUTH AND BARBARA E. ROUTH, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 21,019 Equity

Ordered, this 6th day of October, 1972, That the sale of the property in these proceedings mentioned made and reported by W. Minor Carter and Richard J. Coughlan, Jr., Substitute Trustee(s)

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

The report states that the amount of sale was $ 17,000.00

Marjorie S. Holt Clerk.

True Copy,

TEST: Marjorie S. Holt Clerk.

(Final Order)

W. MINOR CARTER AND RICHARD J. COUGHLAN, JR. SUBSTITUTE TRUSTEES

versus

JOHN E. ROUTH AND BARBARA E. ROUTH, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of Nov, 1972, that the sale made and reported by the SUB. 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 SUB. TRUSTEES allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James H. Gray
JUDGE.

EQ-15

FILED
1972 NOV 15 AM 11:53

Judicial 10—MARYLAND—TRUSTEE TO SELL

Additional
Real Estate

BOOK 196 PAGE 982

BOOK 16 PAGE 122

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

W. Minor Carter and Richard J. Coughlan, Jr.
Substitute Trustees

versus

John E. Routh and Barbara E. Routh, h/w

BOND OF TRUSTEE TO SELL

Real Estate

No. 21,019 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, W. Minor Carter and Richard J. Coughlan, Jr., 25 S. Charles Street, Baltimore, Maryland 21201

as Principal, and the 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 Three Thousand and 00/100 ---------- Dollars ($ 3,000.00---) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 13th day of October in the year of our Lord one thousand, nine hundred and seventy-two

WHEREAS THE ABOVE BOUNDEN W. Minor Carter and Richard J. Coughlan, 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

W. Minor Carter and Richard J. Coughlan, Jr.

versus

John E. Routh and Barbara E. Routh, h/w

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden W. Minor Carter and Richard J. Coughlan, 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.

Frances B. McWhorter — W. Minor Carter (SEAL)

Frances B. McWhorter — Richard J. Coughlan, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Additional Bond approved this 17th day of October, 1972

Wayne S Hart Clerk

By Robert J. Moeth
Robert J. Moeth, Attorney-in-fact

FILED

1972 OCT 17 AM 10:06

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 21,019 EQUITY

W. MINOR CARTER AND
RICHARD J. COUGHLAN,
JR. SUBSTITUTE
TRUSTEES
versus
JOHN E. ROUTH AND
BARBARA E. ROUTH,
HIS WIFE

Ordered, this 6th day of October, 1972, That the sale of the property in these proceedings mentioned made and reported by W. Minor Carter and Richard J. Coughlan, Jr., Substitute Trustee(s)
BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of November next.
The reports states that the amount of sale was $17,000.00

Marjorie S. Holt,
Clerk

True Copy,
TEST: Marjorie S. Holt
Clerk

O-26

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 26, 1972

We hereby certify, that the annexed

Order Nisi

Equity No. 21,019

W. Minor Carter & Richard J. Coughlan, Jr.,

vs. John E. Routh & Barbara E. Routh

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 13th day of November, 1972

The insertions being made the 12th, 19th, and 26th days of October, 1972

THE CAPITAL-GAZETTE PRESS, INC.

By Sandra E. Snyder

FILED

No. M. G. ------ 1972 OCT 31 PM 3:49

BOOK 196 PAGE 984

In the Case of

W. Minor Carter and Richard J. Coughlan, Jr.
Substitute Trustees

vs.

John E. Routh, et ux

In the

Circuit Court

For

Anne Arundel County

No. 21,019 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
1973 JAN -5 PM 2:34

All of which is respectfully submitted.
January 5, 1973

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of January, 1973, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George Luckett
Judge

Clerk
Per: , deputy

FILED
1973 JAN 23 PM 12:33

EQ-23

SAFETY FILM KODAK

Dr. W. Minor Carter and Richard J. Coughlan, Jr. Substitute Trustees
VS John E. Routh, et ux

In Acct. with W. Minor Carter and Richard J. Coughlan, Jr., Substitute Trustees

Cr.

1972, September 28,				
Proceeds of Sale	17,000	00		
Interest on deferred payment of $16,100.00				
from 9/28/72 to 11/17/72	142	92	17,142	92
Refund Taxes - 9/28/72 to 6/30/72	266	59		
Refund Sanitary Assessment- 9/28/72 to 12/31/72	10	82	277	41
				17,420 33
* * * * * * * * * * * * * * *				
To Trustees for Attorney's fee- Court Order 12/19/72	350	00		
To Trustees for Commissions, viz:	170	00	520	00
To Trustees for Court Costs, viz:				
Plaintiff's Solicitors Appearance fee	10	00		
M.S. Holt, Clerk - Clerk's Costs	43	00		
Auditor - stating this account	70	00	123	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - Advertising Sale	43	88		
" " " - Order Nisi, Sale	25	00		
The Sunpapers - Advertising Sale	58	10		
A.J. Billig & Co.-Auctioneer's Comm.& Affidavit	426	00		
U.S. Fidelity & Guaranty Co.-Bond Premium	68	00		
Recording & Copy of Substitution of Trustees	7	75		
Metered Water to 9/28/72	29	71		
Ground Rent 7/28/72 to 9/28/72 ($120.00)	20	00		
Miscellaneous Notary fees	2	00	680	44
To James W. Rouse & Company, Incorporated				
Deed of Trust Claim in full as filed	13,426	29		
Interest of principal balance of $13,128.99				
from 8/21/72 to 1/18/73 - 150 days @ 7-1/2 %	404	70	13,830	99

To Master Charge of Maryland National Bank								
Judgment and Costs- Court Order 10/20/72			395	37		395	37	
To John E. Routh and Barbara E. Routh,his wife								
this surplus			1,870	53		1,870	53	
								17,420 33

END
LIBER