(Equity Record)

92

CR 72,991-2

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Almond, Saunders M. Jr.	vs	Collins Bro. Masonry Cont. Inc. et al	111	13959
Arnold, Ellis M. et al	vs	Arabell Baker et al	161	4802
Arnold, Mary et al	vs	Arabell Baker et al	161	4802
Arnold, Lizzie A. et al	ats	Ellis M. Arnold et al	161	4802
Arnold, William H. et al	ats	Ellis M. Arnold et al	161	4802
Arnold, Francis R. et al	ats	Ellis M. Arnold et al	161	4802
Arnold, Charles E. et al	ats	Ellis M. Arnold et al	161	4802
Arnold, George B. et al	ats	Ellis M. Arnold et al	161	4802
Arnold, Walter et al	ats	Ellis M. Arnold et al	161	4802
Arnold, LaRue et al	ats	Ellis M. Arnold et al	161	4802
Ahwee, Ken		Change of Name	541	14597
Ahwee, Carl		Change of Name	541	14597

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Baker, Arabell et al	ats	Ellis M. Arnold et al	161	4802
Baker, Mary et al		Ellis M. Arnold et al	161	4802
Baugher, Dorothy Marie		Change of Name	297	14487
Baker, Donald R. et al	ats	Charles E. Stoner, Assignee	299	14281
Baker, Marguerite H. et al	ats	Charles E. Stoner, Assignee	299	14281
Beck, Raymond E. Assignee	vs	Dean E. Clark & wf	543	14379
Bruner, Jennifer Devlin		Change of Name	648	14878

B

Carroll Co. Bk & Tr. Co. etal	ats	Norman E. Shipley	3	13611
Collins Bros. Masonry Cont. Inc etal	ats	Saunders M. Almond, Jr.	111	13959
Cox, Gertrude F. et al	vs	L. J. Mabry	182	13232
Coletti, Vincent et al Tr.	vs	Richard L. Lawrence & wf	439	14009
Coletti, Vincent Tr. et al	vs	Charles P. Myers & wf.	465	14219
Craft, Raymond L. & wf.	ats	James Willard Davis, Atty.	494	14372
Craft, Paula G. & hus.	ats	James Willard Davis, Atty.	494	14372
Clark, Dean E. & wf	ats	Raymond E. Beck Assignee	543	14379
Clark, Marion A. & hus,	ats	Raymond E. Beck Assignee	543	14379

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Davis, James Willard Assign	vs	Ronald L. Davis, Jr. et al	70	13951
Davis, Ronald L. Jr. et al	ats	James Willard Davis Assignee	70	13951
Davis, Marlys E. et al	ats	James Willard Davis Assignee	70	13951
Davis, James Willard Atty.	vs	Three Ten Corporation	91	14081
Dudeck, Donald R.		Germania Fed. Sav. & Loan Assn.	129	13742
Danehy, Edward M.		Change of Name	371	14356
Donofrio, John P. & wife	ats	Thomas F. Stansfield, Assignee	395	14460
Donofrio, Betty E. & hus	ats	Thomas F. Stansfield, Assignee	395	14460
Davis, James Willard, Atty	vs	Raymond L. Craft & wf.	494	14372

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Elkins, Rocky Melvern		Change of name	318	14509

E

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Fabrick, Dolly Mary	vs	William Joseph Fabrick et al	617	13844
Fabrick, William Joseph etal	ats	Dolly Mary Fabrick	617	13844

F

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Germania Fed. Sav. & L. Assn.	vs	Donald R. Dudeck	129	13742
Glass, Delton Clay		Change of Name	369	14300
Gillis, Joseph Ernest		Change of Name	416	14539
Gillis, Dobie Ernest		Change of Name	416	14539

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Hettleman, Eugene Atty.	vs	Bernard D. McVicker et al	39	13865
Hobbs, Christine Valerie		Change of name	66	14249
Hobbs, Joyce Anne		Change of name	66	14249
Hobbs, Jayson Willis		Change of name	68	14250
Hobbs, Joyce Anne		Change of name	68	14250
Harris, Dorothy Marie		Change of name	297	14487
Hayes, Mildred et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Maryland et al	vs	Proctor N. Hayes et al	320	13658
Hayes, William L. et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Marshall H. et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Sherman R. et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Canavia et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Ann H. et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Paul Odgry et al	vs	Proctor N. Hayes et al	320	13658
Hayes, Proctor N. et al	ats	Mildred Hayes et al	320	13658
Hackler, Patsy Evelyn Kathleen		Change of Name	373	14464
Hoy, James Melvin III		Change of Name	393	14592
Hall, C. Rogers Jr. Assignee	vs	Wayne L. Miller, Sr. & wf.	516	14525
Hymiller, Norman Edward & wf	ats	Reisterstown Fed Sav & L Assn	662	14697
Hymiller, Hazel Mae & hus	ats	Reisterstown Fed Sav & L Assn	662	14697

H

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Internal Revenue Service etal ats	Saunders M. Almond, Jr.	111	13959
Ibex, Rocky Melvern	Change of name	318	14509

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Jackson, Edward et al	ats	Mildred Hayes et al	320	13658
Jackson, Beatrice et al	ats	Mildred Hayes et al	320	13658

Kamman, Bessie S. et al	ats	D. Eugene Walsh, Assignee	237	14094
Koones, Charles K. III Suc Tr		Foreclosure	269	14080
Key Federal Sav & L Assn	vs	H. H. Patton, Inc. et al	375	14435

K

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Lovell, Market J. Atty.	vs	Richard Lee Thomas, Jr. et al	418	14452
Lawrence, Richard L. & wf.	ats	Vincent Coletti Tr. et al	439	14009
Lawrence, Joan A. & hus.	ats	Vincent Coletti Tr. et al	439	14009
Leidligh, William Kenneth		Change of Name	541	14597
Leidligh, Carl Eric		Change of Name	541	14597
Leo, Susan P. et al	ats	Charles E. Stoner Assignee	598	14500

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Moore, Ronald Louis Jr.		Change of name	37	14331
Mabry, Gertrude F. et al	vs	L. J. Mabry	182	13232
Mabry, L. J.	ats	Gertrude F. Cox et al	182	13232
Merridale Gardens Limited		Foreclosure	269	14080
Mellott, Rebecca Lea		Change of name	362	14489
Matthews, Patty Kathleen		Change of name	373	14464
Mulder, G. Lee Tr. et al	vs	Richard L. Lawrence & wf.	439	14009
Mulder, G. Lee Tr. et al	vs	Charles P. Myers & wf.	465	14219
Myers, Charles P. & wf.	ats	Vincent Coletti Tr. et al	465	14219
Myers, Rosemary L. & hus.	ats	Vincent Coletti Tr. et al	465	14219
Miller, Wayne L. Sr. & wf	ats	C. Rogers Hall, Jr. Assignee	516	14525
Miller, Freda R. & hus	ats	C. Rogers Hall, Jr. Assignee	516	14525
Murray, Robert et al	ats	Charles E. Stoner, Assignee	598	14500

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McVicker, Bernard D. et al	ats	Eugene Hettlemen Atty.	39	13865
McVicker, Ruth A. et al	ats	Eugene Hettlemen Atty.	39	13865

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National Bank of WashingtonTr.	Foreclosure	269	14080

Ott, Shawn Michael		Change of name	363	14589

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Parrish, Shawn Michael		Change of name	363	14589
Paulsen, Edward M. Jr.		Change of Name	371	14356
Patton, H. H. Inc. et al	ats	Key Federal Sav & Loan Assn	375	14435
Patton, Howard H. et al	ats	" " " " "	375	14435
Patton, Nell et al	ats	" " " " "	375	14435

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Rodrick, Kathleen Carol	Change of name	1	14256
Rust (H. L.) Co.	Foreclosure	269	14080
Rothschild, Sharon Lee	Change of name	365	14466
Rothschild, S. Angel	Change of name	365	14466
Reisterstown Fed Sav & L Assn vs	Norman Edward Hymiller & wf. etal	662	14697
Error Reisterstown Fed Sav & L Assn vs	Norman E. Hymiller & Sons, Inc.		Error

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Sharp, Joan R. (Rodrick)		Change of name	1	14256
Shipley, Norman E.	vs	Mary K. Shipley et al	3	13611
Shipley, Mary K. et al	ats	Norman E. Shipley	3	13611
Smith, Ronald Louis		Change of name	37	14331
Stair, Levi H. et al	ats	Henry H. Wolf	147	14138
Stear, Levi H. et al	ats	Henry H. Wolf	147	14138
Sellman, Adelaide et al	vs	Arabell Baker et al	161	4802
Sellman, Vachel B. et al	vs	Arabell Baker et al	161	4802
Stoner, Charles E. Assignee	vs	Donald R. Baker et al	299	14281
Spriggs, Philph Carlton		Change of name	367	14607
Spriggs, Phillip Carlton		Change of name	367	14607
Stansfield, Thomas F. Assign	vs	John P. Donofrio & wf.	395	14460
Stoner, Charles E. Assignee	vs	Robert Murray et al	598	14500
Selby, William M. & wf	vs	Jesse E. Schissler, Jr. & wf	650	14784
Selby, Betty L. & hus	vs	Jesse E. Schissler, Jr. & wf	650	14784
Schissler, Jesse E. Jr. & wf	ats	William M. Selby & wf.	650	14784
Schissler, Gloria A. & hus	ats	William M. Selby & wf.	650	14784

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Three Ten Corporation	ats	James Willard Davis, Atty.	91	14081
Thomas, Richard Lee Jr. & wf	ats	Marker J. Lovell, Atty	418	14452
Thomas, Jean Louise & hus.	ats	Marker J. Lovell, Atty	418	14452

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Union National Bk of Westmr etal	ats	Dolly Mary Fabrick	617	13844

Van Gasen, Rebbecca Lea		Change of name	362	14489

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Wood, Christine Valerie		Change of name	66	14249
Wood, Jayson Willis		Change of name	68	14250
Wolf, Henry H.	vs	Levi H. Stair et al	147	14138
Walsh, D. Eugene Assignee	vs	Bessie S. Kamman et al	237	14094
Wolf, Bessie S. et al	ats	D. Eugene Walsh, Assignee	237	14094
Warfield, Delton Clay		Change of Name	369	14300

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Zinkand, James Melvin		change of name	393	14592

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OX

No. 14256 EQUITY Docket 26 Folio 295

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:

WHITE
B & T

IN THE MATTEROF THE
PETITION OF
JOAN R. (RODRICK) SHARP
FOR THE CHANGE OF
NAME OF A MINOR

No. 14256 Equity

No. 14256 Equity

LIBER 92 PAGE 1

DATE	CLERK'S MEMORANDUM
9-30-76	Petition for change of name and Exhibit, Motion for waiver of notice by publication and consent of natural father to change of name fd.
10-19-76	Order of Court waiving Publication fd.
10-19-76	Decree of Court, Adjudged, Ordered and Decreed that the name of Kathleen Rodrick be changed to Kathleen Carol Rodrick fd. Copy of Orders mailed to Petitioners Atty.

THE PAUL CO., BALTO., MD.

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IN THE MATTER OF THE	*	IN THE
PETITION OF	*	CIRCUIT COURT
JOAN R. (RODRICK) SHARP	*	FOR
FOR THE CHANGE OF	*	CARROLL COUNTY
NAME OF A MINOR	*	IN EQUITY

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

DECREE FOR CHANGE OF NAME

Upon the consideration of the Petition of JOAN R. (RODRICK) SHARP for the Change of Name of her minor child, KATHLEEN RODRICK, and Motion for Waiver of Notice by Publication and Order thereon in the above-entitled case,

IT IS THEREUPON, This 19th day of October, 1976 by the Circuit Court for Carroll County, Maryland and by the Authority of this Court, ADJUDGED, ORDERED and DECREED that the name of KATHLEEN RODRICK of the County of Carroll and State of Maryland, be and the same is hereby changed to that of KATHLEEN CAROL RODRICK as is prayed in said Petition; and that the Petitioner pay the cost of these proceedings to be taxed by the Clerk.

E. Dale Wenk, Jr.
JUDGE

RECEIVED IN CIRCUIT COURT CARROLL COUNTY
OCT 19 9 53 AM '76
CLERK

BROOKS & TURNBULL
610 BURKLEY AVENUE
TOWSON, MD. 21204
296-2600

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Q-X

No. 13611 **EQUITY** Docket 25 Folio 242

CIRCUIT COURT FOR CARROLL COUNTY

NORMAN E. SHIPLEY

ATTORNEY:
DULANY
D & D

No. 13611 Equity

VS

No. 13611 Equity

McIntire -------- MARY K. SHIPLEY
AND
Hoffman------- CARROLL COUNTY BANK AND TRUST COMPANY

LIBER 92 FAGE 3

DATE	CLERK'S MEMORANDUM
5-26-75	Bill of Complaint for Sale in Lieu of Partition and Exhibits fd. Subpoena issued to July R.D. and copy of subpoena and Bill of Complaint sent to be served on and left with each Deft.
6-5-75	Subpoena returned, "Copy of Summons & Bill of Complaint served on and left with Mary K. Shipley 6-2-75 and Carroll County Bank & Trust Co by service on Robert E. Taylor Asst Vice Pres. at 10:41 A.M. this 3rd day of June, 1975" fd.
6-19-75	Defendants (Carroll County Bank and Trust Co.) Answer fd.
7-31-75	Defendants (Shipley) Answer to Bill of Complaint fd.
11-3-75	Hearing had and testimony taken.
11-7-75	Order of Court appointing William B. Dulany and T. Bryan McIntire Trustees to sell property and Trustees to post Bond of $90,000.00, fd. Copies mailed to Attys
12-5-75	Order of Court that Trustees are excused from filing Bond fd. Copy of Order delivered to Attys.
2-13-76	Trustees' Report of Public Sale and Petition for Immediate Ratification fd.
2-17-76	Order of Court ratifying Sale fd. Copies delivered to Attys. Record of Proceedings delivered to Auditor.
8-28-76	Plaintiffs Petition for allowance of Credits fd.
~~8-30-76~~	~~Petition for Compensation of Trustees fd. Order of Court setting~~ Compensation fd. Copies of Order delivered to Trustees.
~~10-1-76~~	~~Auditors account, Order Nisi thereon and vouchers thereto fd.~~
~~10-29-76~~	~~Stipulation fd.~~
~~11-3-76~~	~~Order finally ratifying Audit fd.~~

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NORMAN E. SHIPLEY Finksburg, Maryland 21048	*	IN THE
Plaintiff,	*	CIRCUIT COURT
vs.	*	FOR
MARY K. SHIPLEY Kays Mill Road Finksburg, Maryland 21048,	*	CARROLL COUNTY
and	*	Equity No. 13611
CARROLL COUNTY BANK AND TRUST COMPANY, 45 West Main Street Westminster, Maryland 21157,	*	
Defendants.	*	

* *

BILL OF COMPLAINT FOR SALE
IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

NORMAN E. SHIPLEY, Plaintiff, by William B. Dulany and Dulany and Davis, his attorneys, respectfully represents:

1. That Norman E. Shipley, Plaintiff, and Mary K. Shipley, Defendant, are the owners in fee simple of 10.0 acres of land, more or less, situate, lying and being on Kays Mill Road, in the Fourth Election District of Carroll County, Maryland, by virtue of a Deed from Manor Farms, Inc., dated September 21, 1962, and recorded among the Land Records of Carroll County in Liber No. 351, Folio 647, etc., certified copy of which is attached hereto as Exhibit "A"; and further that Norman E. Shipley, Plaintiff, and Mary K. Shipley, Defendant, are the owners of 8.515 acres of land, more or less, situate, lying and being on Kays Mill Road, in the Fourth Election District of Carroll County, Maryland, by virtue of a Deed from Manor Farms, Inc., dated August 28, 1963, and recorded among the Land Records of Carroll County in Liber No. 364, Folio 283, etc., by which they acquired 10.035 acres, certified copy of which Deed is attached hereto as Exhibit "B", and from which they off-conveyed 1.52 acres by Deed dated November 2, 1965, and recorded among the Land Records of Carroll County in Liber No. 397, Folio 727, etc., copy of which is attached hereto

as Exhibit "C", leaving them fee simple title to the aforesaid 8.515 acres, and further that said parcels are subject to a Mortgage to the Carroll County Bank and Trust Company, duly recorded among the aforesaid Land Records.

2. That by Decree of this Court dated March 14, 1975, in Equity No. 13237 Plaintiff was divorced from Defendant a vinculo matrimonii, and no appeal was taken from the Decree, the legal effect of which was to change the ownership of the above parcels of ground so that the title is now held as tenants in common by the parties.

3. That the parcels of land are irregularly shaped and are not susceptible to partition in kind without substantial loss or injury to the parties, they being the only parties interested in the said tracts or parcels of land, other than Carroll County Bank and Trust Company, Mortgagee.

4. That Plaintiff contributed a substantially larger sum toward the cost and improvements made upon the parcel of land than Defendant, and represents that he is entitled to more than one-half of the value thereof.

5. That Plaintiff has paid taxes, insurance, mortgage payments and other expenses on the premises and represents that he is entitled to reimbursement of portions of the same prior to division of the net proceeds from the sale.

WHEREFORE, Plaintiff prays:

A. That this Court decree a sale of the property, the proceeds thereof to be divided between the parties in a manner that this Court deems fair and equitable; and

B. That Plaintiff may have such other and further relief as his cause may require.

AND AS IN DUTY BOUND, ETC.

Norman E. Shipley
NORMAN E. SHIPLEY, Plaintiff

William B. Dulany
WILLIAM B. DULANY
Attorney for Plaintiff
Dulany and Davis
127 East Main Street
Westminster, Maryland 21157
848-3333; 876-2117

May 23, 1975

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

Norman E. Shipley
NORMAN E. SHIPLEY, Plaintiff

KGH:ab 9/14/62

RECEIPT NO. 23236

THIS DEED, made this 21st day of September in the year nineteen hundred and sixty-two, by MANOR FARMS, INC., a body corporate of the State of 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 MANOR FARMS, INC., a body corporate of the State of Maryland, does hereby grant and convey unto NORMAN E. SHIPLEY and MARY K. SHIPLEY, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, all that parcel of land situate on Kays Mill Road, near Finksburg, Carroll County, Maryland, and more particularly described according to a survey made byMuller, Raphel & Associates, Inc., as follows:

BEGINNING for the same at a point in the center of Kays Mill Road, as now located, said point of beginning being in the 11th or North 35-3/8 degrees West, 11 rod line of the land which by deed dated December 22, 1958 and recorded among the Land Records of Carroll County in Liber No. 299, folio 9, was conveyed by James N. Barnes and wife to Manor Farms, Inc., at the distance of 27.50 feet from the end of said line, running thence and binding on the center of Kays Mill Road, as now located, the ten following courses and distances, as now surveyed: (1) South 67 degrees 10 minutes and 20 seconds West, 21.96 feet; (2) South 78 degrees 12 minutes 00 seconds West, 47.04 feet; (3) South 87 degrees 19 minutes 10 seconds West, 44.46 feet; (4) North 79 degrees 51 minutes 10 seconds West, 68.97 feet; (5) North 78 degrees 31 minutes 30 seconds West, 74.55 feet; (6) North 74 degrees 09 minutes 30 seconds West, 52.42 feet; (7) North 65 degrees 51 minutes 40 seconds West, 54.80 feet; (8) North 59 degrees 46 minutes 40 seconds West, 93.19 feet; (9) North 59 degrees 56 minutes 20 seconds West, 196.91 feet; (10) North 62 degrees 26 minutes 40 seconds West, 95.70 feet; thence leaving Kays Mill Road and running for a line of division North 19 degrees 36 minutes 40 seconds East, 855.16 feet to intersect the 25th line of the land in the aforesaid deed at the distance of 17.77 feet from the beginning of said line, running thence and binding reversely on a part of said 25th line, as now surveyed, North 81 degrees 48 minutes 00 seconds East, 17.77 feet, thence leaving the outline of the whole tract and running for a line of division South 53 degrees 12 minutes 20 seconds East, 412.57 feet to the end of the 16th line of the land in the aforesaid deed, running thence and binding reversely on all of the 16th, 15th, 14th, 13th, 12th and part of the 11th lines of the aforesaid deed, as now surveyed, South 32 degrees 24 minutes 20 seconds West, 227.70 feet, South 26 degrees 50 minutes 40 seconds East, 191.40 feet, South 3 degrees 09 minutes 20 seconds West, 160.05 feet, South 40 degrees 05 minutes 40 seconds East, 112.20 feet, South 1 degree 05 minutes 40 seconds East, 160.05 feet and South 35 degrees 05 minutes 40 seconds East, 27.50 feet to the place of beginning and containing 10.000 Acres of land, more or less.

Mailed: Norman E. Shipley & wife
639 Main Street
Westminster, Md. 12/5/62

Exhibit "A"

BEING part of the first parcel of land which by deed dated December 22, 1958 and recorded among the Land Records of Carroll County in Liber 299, folio 9 &c., was conveyed by James N. Barnes and wife to Manor Farms, Inc.

TOGETHER with the buildings and improvements thereon, and all and singular the rights, roads, ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining, subject to the rights of others in and to a graveyard located in the southeastern part of the above described tract as shown on a plat thereof.

TO HAVE AND TO HOLD the hereinbefore described property unto NORMAN E. SHIPLEY and MARY K. SHIPLEY, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said grantor hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances of the same as may be requisite.

AS witness the corporate name of MANOR FARMS, INC., a body corporate of the State of Maryland, and the signature of JOHN B. MERRYMAN, its President and its corporate seal attested by KATHARINE W. MERRYMAN, its Secretary, the day and year first hereinbefore written.

MANOR FARMS, INC., a body corporate of the State of Maryland,

Mildred K Adams BY: John B Merryman (SEAL)
Witness John B. Merryman, President
Mildred K. Adams

ATTEST:
Katharine W Merryman
Katharine W. Merryman, Secretary

MANOR FARMS, INC.
Id 12 Mar 1965

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:-

I hereby certify that on this 21st. day of SEPTEMBER, 1962, before me, the subscriber, a Notary

Public in and for the State and County aforesaid, personally appeared JOHN B. MERRYMAN, President of MANOR FARMS, INC., the within named grantor and acknowledged the foregoing deed to be the act of said body corporate.

Witness my hand and Notarial Seal.

SAMUEL S. ADAMS, JR. NOTARY PUBLIC CARROLL COUNTY, MD.

Samuel S. Adams Jr.
Notary Public.

Samuel Adams, Jr.

I HEREBY CERTIFY THIS 5 DAY OF Oct 1962 THAT ALL PUBLIC TAXES ASSESSMENTS AND [illegible] THE CURRENT YEAR AND ALL PRIOR [illegible] ON THE PROPERTY DESCRIBED HEREIN HAVE [illegible]
[illegible]
COLLECTOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY CONVEYED BY THE WITHIN DEED WAS TRANSFERRED ON THE COUNTY ASSESSMENT ROLLS THIS 5 DAY OF Oct 1962 AS REQUIRED BY ART. 21, SEC. 10 OF THE CODE
[illegible]
TRANSFER CLERK

REC'D. FOR RECORD Oct 5 1962 AT 2:57 O'CLK P. M. SAME DAY RECORDED & EX'D PER G. BUCHER JOHN, CLK.

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and true copy of the above entitled DEED as taken from Liber CCC No. 351, folio 647, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 23 day of May A.D. 1975.

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

✓
✓

August 6, 1963 SMB

RECEIPT NO. 7262

THIS DEED, made this 7th day of August, in the year nineteen hundred and sixty-three, by MANOR FARMS, INC., a body corporate of the State of 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 MANOR FARMS, INC., a body corporate of the State of Maryland, does hereby grant and convey unto NORMAN E. SHIPLEY and MARY KATHRYN SHIPLEY, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, all that lot or parcel of land situate on the North side of Kay's Mill Road and the East side of Warehime's Lane in the Fourth Election District of Carroll County, Maryland, and more particularly described according to a survey made by Muller, Raphel & Associates, Inc., July 8, 1963, as follows:

BEGINNING for the same at a point in the center of Warehime's Lane and in the 26th or North 67½ degrees West, 15 rod line of the first parcel of land which by deed dated December 22, 1958, and recorded among the Land Records of Carroll County in Liber 299, folio 9, was conveyed by James N. Barnes and wife to Manor Farms, Inc. at the distance of 12.95 feet from the end of the said 26th line, thence leaving Warehime's Lane and binding reversely on a part of the 26th line in the aforesaid deed, as now surveyed, South 68 degrees 15 minutes 40 seconds East, 234.47 feet to the end thereof, running thence and binding reversely on a part of the 25th line of the land in the aforesaid deed, as now surveyed, North 81 degrees 48 minutes 00 seconds East, 625.98 feet to a point 17.77 feet from the beginning of said 25th line, thence leaving the outline of the whole tract and running South 19 degrees 36 minutes 40 seconds West, 855.16 feet to the center of Kays Mill Road as now

Mailed: Norman E. Shipley
639 Main St.
Westminster, Md. 21157

Exhibit "B"

located, running thence in the center of Kays Mill Road, as now located, the seven following courses and distances, viz; (1) North 62 degrees 26 minutes 40 seconds West, 22.42 feet; (2) North 60 degrees 30 minutes 20 seconds West, 118.53 feet; (3) North 55 degrees 10 minutes 20 seconds West, 30.71 feet; (4) North 53 degrees 45 minutes 10 seconds West, 121.00 feet; (5) North 51 degrees 49 minutes 40 seconds West, 309.54 feet; (6) North 53 degrees 38 minutes 00 seconds West, 144.01 feet; (7) North 64 degrees 32 minutes 50 seconds West, 39.81 feet to the intersection of the center of Kays Mill Road with the center of Warehime's Lane, as now located, thence leaving Kays Mill Road and running on the center of Warehime's Lane, as now located, North 14 degrees 28 minutes 30 seconds East, 363.01 feet to the place of beginning, containing 10.035 acres of land, more or less.

BEING a part of the first parcel of land which by deed dated December 22, 1958, and recorded among the Land Records of Carroll County in Liber No. 299, folio 9 &c., was conveyed unto the grantor herein by James N. Barnes and Mildred Barnes, his wife.

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

TO HAVE AND TO HOLD the hereinbefore described property unto the said NORMAN E. SHIPLEY and MARY KATHRYN SHIPLEY, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple. SUBJECT to an easement for a pipe line of the Sinclair Refining Company, running northeasterly through the western half of the above described property as shown on the accompanying plat which said easement is recorded among the Land Records of Carroll County in Liber L.D.M. No. 179, folio 290 &c., and dated February 4, 1942.

AND the said grantor hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances of the same as may be requisite.

AS witness the corporate name of MANOR FARMS, INC., a body corporate of the State of Maryland, and the signature of JOHN B. MERRYMAN, its President and its corporate seal attested by KATHARINE W. MERRYMAN, its Secretary, the day and year first hereinbefore written.

MANOR FARMS, INC., a body corporate of the State of Maryland,

BY John B. Merryman
John B. Merryman
President

Witness
Helen R. Davis

ATTEST:
Katharine W. Merryman
Katharine W. Merryman,
Secretary

MANOR FARMS INC. 1955

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:-

I hereby certify that on this 24 day of August, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN B. MERRYMAN, President of MANOR FARMS, INC., the within named grantor, and as such President acknowledged the foregoing deed to be the act and deed of said body corporate.

Witness my hand and Notarial Seal.

Earl Chilcoat
Notary Public.
J. Earl Chilcoat

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY CONVEYED BY THE WITHIN DEED WAS TRANSFERRED ON THE COUNTY ASSESSMENT BOOKS THIS 12 DAY OF Sept 1963 AS REQUIRED BY ART. 21, SEC. 110 OF THE CODE.

David J. Lindsay
TRANSFER CLERK

RECD. FOR RECORD Sept. 12 1963 AT 3:30 O'CLOCK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and true copy of the above entitled DEED as taken from Liber CCC No. 364, folio 283, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 23 day of May A. D. 1975.

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

25X 32X 25X

RECEIPT NO. 31582

This Deed. Made this 2nd day of ~~October~~ November

in the year one thousand nine hundred and sixty-five, by and between

NORMAN E. SHIPLEY and MARY KATHRYN SHIPLEY, his wife,

of Carroll County in the State of Maryland, of the first part, and

HARRY E. ARTHUR, JR. and LILLIAN M. ARTHUR, his wife, of Baltimore County, in the State of Maryland,
of the second part.

Witnesseth. That in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, and the survivors' heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in Carroll County, aforesaid, and described as follows, that is to say:—

Beginning for the same at a pipe formerly set in the Kays Mill Road, at a point where the said road is intersected by the centerline of the Warehime Road or Lane, and running with the Warehime Lane, and with the closing line of the whole tract described in the Deed from Manor Farms, Inc. to Norman E. Shipley and wife, dated August 28, 1963, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 364, folio 283 &c., (1) N. 14° 28' 30" E. 363.01' to an iron pin set in the said lane; thence running with a part of the 1st line of the said deed, (2) S.68° 15' 40" E. 205' to a pipe; thence running by a line of division now made, (3) S. 22° 14' W. passing over a pipe set on the northeast margin of the said Kays Mill Road, 393.4' to a PK nail set in the said road; thence running with the said road and the outlines of the said whole parcel, (4) N. 53° 38' W. 120.19' to a PK nail; thence, (5) N. 64°32' 50" W. 38.81' to the beginning, containing 1.52 acres, more or less.

BEING a part of all that lot of ground described in a Deed from Manor Farms, Inc. to Norman E. Shipley and Mary Kathryn Shipley, his wife, dated August 28, 1963, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 364, folio 283.

Exhibit "C"

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them and the survivors' heirs and assigns, in fee simple.

I HEREBY CERTIFY THIS 8th DAY OF Nov. 1965 ALL PUBLIC TAXES ASSESSMENTS AND CHARGES FOR THE CURRENT YEAR AND ALL PRIOR YEARS ON THE PROPERTY DESCRIBED HEREIN HAVE BEEN PAID.
Thurston L. Conaway
COLLECTOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY CONVEYED BY THE WITHIN DEED WAS TRANSFERRED ON THE COUNTY ASSESSOR'S RECORDS THIS 8 DAY OF Nov 1965 AS REQUIRED BY ART. 21, SEC. 10 OF THE CODE.
David J. Lindsey
TRANSFER CLERK

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

Witness the hands and seals of said grantors

TEST:
Myra R. Almony

Norman E. Shipley (SEAL)
Norman E. Shipley

Mary Kathryn Shipley (SEAL)
Mary Kathryn Shipley

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, That on this 2nd day of ~~October~~ November in the year one thousand nine hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore~~ Baltimore County aforesaid, personally appeared NORMAN E. SHIPLEY and MARY KATHRYN SHIPLEY, his wife,

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Elaine P. Frederick
Notary Public.

ELAINE P. FREDERICK NOTARY PUBLIC BALTIMORE COUNTY MARYLAND

REC'D FOR RECORD Nov. 8 1965 AT 4:10 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and True copy of the above entitled DEED as taken from Liber CCC No. 397, folio 727, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 23 day of May A.D. 1975.

Charles C. Crawford
Clerk of the Circuit Court
for Carroll County

LIBER 92 PAGE 17

Subpoena to Answer Bill of Complaint

No. 13611 Equity May Term 19 75 Docket 25 Folio 247

NORMAN E. SHIPLEY

vs.

MARY K. SHIPLEY AND

CARROLL COUNTY BANK AND TRUST COMPANY

The State of Maryland, Carroll County, To-Wit:

TO

MARY K. SHIPLEY, KAYS MILL ROAD, FINKSBURG, MARYLAND 21048

and

CARROLL COUNTY BANK AND TRUST COMPANY, 45 WEST MAIN STREET, WESTMINSTER, MARYLAND

, GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of JULY, next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of NORMAN E. SHIPLEY FOR SALE IN LIEU OF PARTITION

against you exhibited in the Circuit Court for Carroll County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS the Honorable JAMES MACGILL, Chief Judge of the Fifth Judicial Circuit of Maryland the 5th day of May, 19 75

ISSUED the 26th day of May, 19 75.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's office within fifteen days from the first Monday of JULY next. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, the complainant may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

NOTICE TO THE SHERIFF: This writ returnable on or before the First Monday of JULY, next.

CHARLES C. CONAWAY

Charles C. Conaway

Charles C. Conaway, Clerk
Circuit Court for Carroll County.

WILLIAM R. DULANY
DULANY & DAVIS

Attorney For Plaintiff
Westminster, Md.

Filed June 5, 1975

LIBER 92 FACE 17A

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUN 5 9 47 AM '75

A L Kelly
CLERK

SHERIFF'S RETURN

Copy of Summons + Bill of Complaint

served on and left with Mary K. Shipley + 6-2-75 D & Z Bell
and Carroll County Bank + Trust Co by service on Robert E Taylor
asst Vice Pres. at 10:41 AM 3rd June
this 3 day of , 19 75

E M Petrello
Sheriff

Fee $10.00

25×10 32×10 25×10

NORMAN E. SHIPLEY Finksburg, Maryland 21048 Plaintiff vs. MARY K. SHIPLEY Kays Mill Road Finksburg, Maryland 21048 and CARROLL COUNTY BANK AND TRUST COMPANY 45 West Main Street Westminster, Maryland 21157 Defendants	*	No. 13611 Equity In The Circuit Court For Carroll County Maryland

* *

ANSWER OF CARROLL COUNTY BANK AND TRUST COMPANY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Carroll County Bank and Trust Company, one of the Defendants in the above Equity Cause, by Ralph G. Hoffman and Hoffman and Hoffman, its attorneys, respectfully says:

1. In answer to the first paragraph of said Bill of Complaint your Respondent believes the allegations therein set forth to be true but, without having examination of title made to date of filing of this Answer, your Respondent is unable to specifically admit or deny the allegations of said first paragraph of the Bill of Complaint.

2. That your Respondent, not having knowledge of the allegations of the second paragraph of said Bill of Complaint is not in position to admit or deny the same.

3. In answer to the third paragraph of said Bill of Complaint your Respondent neither admits nor denies that the parcels of land are susceptible to partition in kind without substantial loss or injury to the parties; your Respondent does not have knowledge of whether any other parties are interested in said tracts or parcels of land but does admit that your Respondent, Carroll County Bank and Trust Company, holds a mortgage against

Filed June 19, 1975

the land.

4. In answer to the fourth paragraph of said Bill of Complaint your Respondent does not have knowledge of the allegations therein set forth.

5. In answer to the fifth paragraph of said Bill of Complaint your Respondent does not have knowledge of the allegations therein set forth.

And now having fully answered said Bill of Complaint your Respondent prays that it may be hence dismissed with its reasonable costs in this behalf incurred and respectfully asks that the priority of its lien be preserved against the said real estate or from the proceeds of any sale or other disposition thereof.

And as in duty bound, etc.

HOFFMAN & HOFFMAN
AND

Ralph G. Hoffman

Ralph G. Hoffman
Attorneys For Carroll County
Bank and Trust Company, Defendant
24 North Court Street
Westminster, Maryland 21157
848-4444 - 876-2266

I hereby certify that copy of the foregoing Answer was mailed, postage prepaid, this 18th day of June, 1975, to William B. Dulany, Esq., of Dulany & Davis, Attorneys for Norman E. Shipley, 123-127 East Main Street, Westminster, Maryland 21157.

Ralph G. Hoffman

Ralph G. Hoffman, of Counsel
for Carroll County Bank and
Trust Company, one of the Defendants

NORMAN E. SHIPLEY Finksburg, Maryland 21048 Plaintiff vs. MARY K. SHIPLEY Kays Mill Road Finksburg, Maryland 21048 and CARROLL COUNTY BANK & TRUST CO. 45 West Main Street Westminster, Maryland 21157 Defendants	*	No. 13611 Equity IN THE CIRCUIT COURT FOR CARROLL COUNTY

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

ANSWER TO BILL OF COMPLAINT FOR SALE IN LIEU OF PARTITION

Now comes the Defendant, MARY K. SHIPLEY, by T. Bryan McIntire and McIntire and Johnson, her attorneys, and for an answer to the "Bill of Complaint for Sale in Lieu of Partition" says:

1. That she admits the allegations contained in Paragraph 1 of said Bill but denies that portion of said paragraph which avers that "said parcels are subject to a Mortgage to the Carroll County Bank and Trust Company."

2. That she admits the allegations contained in Paragraph 2 of said Bill.

3. That she denies the allegations set forth in Paragraph 3 of said Bill.

4. That she denies the allegations set forth in Paragraph 4 of said Bill.

5. That she denies the allegations set forth in Paragraph 5 of said Bill.

T. Bryan McIntire

T. BRYAN MCINTIRE
Attorney for Mary K. Shipley
McIntire and Johnson
11 North Court Street
Westminster, Maryland 21157
848-8888 876-1234

Filed July 31, 1975

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of 1975, a copy of the aforegoing "Answer to Bill of Complaint for Sale in Lieu of Partition" was mailed to William B. Dulany, Attorney for Plaintiff, 127 East Main Street, Westminster, Maryland 21157.

T. Bryan McIntire

T. BRYAN MCINTIRE
Attorney for Mary K. Shipley

NORMAN E. SHIPLEY Plaintiff vs. MARY K. SHIPLEY and CARROLL COUNTY BANK AND TRUST COMPANY Defendants	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 13611

* *

ORDER

This cause standing ready for hearing and being submitted, the proceedings were read and considered and after hearing this Court has determined that the real property described in the Bill of Complaint filed herein is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their interests.

It is thereupon, this 7th day of November, 1975, by the Circuit Court for Carroll County, in Equity, ORDERED, ADJUDGED and DECREED that the property mentioned in these proceedings be sold and that William B. Dulany and T. Bryan McIntire be, and they are hereby, appointed Trustees to make said sale in the manner provided for public sale by Rule BR of the Maryland Rules of Procedure and the Rules of Court for this Circuit; and that said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court provided that before making said sale, said Trustees shall file with the Clerk of this Court bond to the State of Maryland in the amount of Ninety Thousand Dollars ($90,000.00) with surety to be approved by this Court or the Clerk thereof, conditioned upon the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future decree or order in the premises.

E. O. WEANT, JR., Judge

Filed-Nov. 7, 1975

LIBER 92 PAGE 23

NORMAN E. SHIPLEY,	*	IN THE
Plaintiff,	*	
	*	CIRCUIT COURT
vs.	*	
MARY K. SHIPLEY	*	FOR
and	*	
CARROLL COUNTY BANK AND TRUST COMPANY,	*	CARROLL COUNTY
	*	
Defendants.	*	Equity No. 13611

* *

ORDER

UPON consideration of Waivers of Bond by all interested parties filed in the above styled proceedings, it is this 5th day of December, 1975, by the Circuit Court for Carroll County, ORDERED, that William B. Dulany and T. Bryan McIntire, Trustees in the above styled proceedings, are excused from filing Bond.

E. O. Weant, Jr.

E. O. WEANT, JR., Judge

Filed Dec 5, 1975

December 4, 1975

The undersigned, NORMAN E. SHIPLEY, respectfully requests and consents to a waiver of bond for William B. Dulany and T. Bryan McIntire, Trustees in Equity Number 13611, Norman E. Shipley vs. Mary K. Shipley, et al.

Norman E. Shipley
NORMAN E. SHIPLEY

December 4, 1975

CARROLL COUNTY BANK AND TRUST COMPANY hereby consents to a waiver of bond for William B. Dulany and T. Bryan McIntire, Trustees in Equity Number 13611, Norman E. Shipley vs. Mary K. Shipley, et al.

CARROLL COUNTY BANK AND TRUST COMPANY

BY: Russell A. Sellman

Russell A. Sellman, President

25× 32× 25×

NORMAN E. SHIPLEY, Plaintiff,	*	IN THE
vs.	*	CIRCUIT COURT
MARY K. SHIPLEY and	*	FOR
CARROLL COUNTY BANK AND TRUST COMPANY,	*	CARROLL COUNTY
Defendants.	*	Equity No. 13611

* *

REPORT OF PUBLIC SALE AND
PETITION FOR IMMEDIATE RATIFICATION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Public Sale and Petition for Immediate Ratification by WILLIAM B. DULANY and T. BRYAN MCINTIRE, TRUSTEES in Equity Number 13611, pursuant to Decree of the Circuit Court for Carroll County dated November 7, 1975, respectfully represents:

1. That said Trustees report the public sale of the premises described in said Order to Norman E. Shipley at and for the price of One Hundred Three Thousand Dollars ($103,000.00), of which Ten Thousand Dollars ($10,000.00) was paid on December 6, 1975, the date of sale, and the balance of Ninety-Three Thousand Dollars ($93,000.00) to be paid at time of settlement, copy of Agreement of Sale being attached hereto as Trustees' Exhibit "1".

2. That said Trustees further report that Norman E. Shipley, Mary K. Shipley and Carroll County Bank and Trust Company, being the only parties of interest in the proceedings, have consented to the sale and respectively consent to the immediate ratification thereof as per Exhibit "2" attached hereto.

3. That said Trustees further report that they have received no greater offer for the said property; that they believe the sale to be fair and reasonable and in excess of the appraised value; and that the same is wholly acceptable to the parties in interest.

4. Further, that your Trustees desire to pay off the Mortgage on the premises and to disburse Forty Thousand Dollars ($40,000.00) at this time to each of Norman E. Shipley and Mary K. Shipley, the balance of the proceeds to be retained pending final audit by this Court. (Mortgage Balance 2/4/76 - $11,860.91).

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. FEB 13 9 01 AM '76

TO THE END THEREFORE:

(a) That this Court may ratify and confirm the sale as made pursuant to the power and authority vested in the Trustees by Order of this Court dated November 7, 1975;

(b) That the said Trustees be authorized and empowered to execute a good and sufficient Deed conveying the property to the purchaser pursuant to the terms of the attached Agreement upon payment to them of the balance of the purchase monies; and

(c) That the Trustees be authorized to disburse from the proceeds the full balance of the Mortgage and Forty Thousand Dollars ($40,000.00) to each of Norman E. Shipley and Mary K. Shipley, the balance to be retained pending final audit and approval by this Court; and

(d) For such other and further relief as the nature of the cause may require.

WILLIAM B. DULANY, Trustee

DULANY AND DAVIS, Attorneys
127 East Main Street
Westminster, Maryland 21157
848-3333; 876-2117

T. BRYAN MCINTIRE, Trustee

11 North Court Street
Westminster, Maryland 21157
848-8888

February 13th, 1976

STATE OF MARYLAND }
COUNTY OF CARROLL } TO WIT:

I HEREBY CERTIFY that on this 2nd day of February, 1976, before me, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared WILLIAM B. DULANY, Trustee, and made oath in due form of law that the above sale was fairly made, and that the facts and matters set forth therein are true.

AS WITNESS my hand and Notarial Seal.

Notary Public

STATE OF MARYLAND }
COUNTY OF CARROLL } TO WIT:

I HEREBY CERTIFY that on this 9th day of February, 1976, before me, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared T. BRYAN MCINTIRE, Trustee, and made oath in due form of law that the above sale was fairly made, and that the facts and matters set forth therein are true.

AS WITNESS my hand and Notarial Seal.

PATRICIA A. MYERS NOTARY PUBLIC CARROLL CO., MD.

Patricia A. Myers
Notary Public

TRUSTEES SALE

WILLIAM B. DULANY
107 East Main Street
Westminster, Md. 21157
T. BRYAN MCINTIRE
11 North Court Street
Westminster, Md. 21157

Trustees' sale of large valuable five ample dwelling house on 2.5 acres of ground and more or less, situate, lying and being on the south side of Md. Rte. 140 (the election district of Carroll County) approximately one mile from Westminster.

Pursuant to an Order of the Circuit Court for Carroll County, in Equity No. 13611, we will offer at public sale

Saturday, December 6, 1975
AT 11:30 A.M.

All that tract or parcel of land situate on the south side of Kays Mill Road (Md. Rte. 140) in Carroll County, Maryland, and being the premises described in a deed from Mary E. Shipley, Trustee, to Norman E. Shipley, recorded among the Land Records of Carroll County in Liber 284, Folio 283, etc., containing 2.5 acres, more or less.

The parcel is improved with a large aluminum one and one-half story radiant heat, with five large bedrooms, dining room, kitchen, [illegible] closed heated [illegible] garage, full basement, [illegible] water and modern [illegible] tains four well [illegible] lock room.

Secondly, Trustees will offer at public sale a parcel of unimproved land on the south side of Md. Rte. 140 in Carroll County, Maryland, which is the same premises described in a deed to Norman E. Shipley from Mary E. Shipley, Trustee, recorded among the Land Records of Carroll County in Liber 284, Folio 283, etc., containing 2.5 acres, more or less.

TERMS OF SALE: The property will be offered as separate parcels and will be sold in the manner which shall produce the highest total purchase price. A deposit of $10,000 in cash or certified check will be required to be paid at the time of sale. The balance to be paid in cash at time of final settlement. Ratification of sale by the Circuit Court for Carroll County, Maryland. Time is of the essence. Purchaser must be organized under the laws of Maryland or qualified to do business in Maryland. Purchaser must pay all transfer taxes and recordation tax on the purchase.

Directions to the property: Between Westminster and Manchester in conjunction with Kays Mill Road, west of Finksburg, Maryland.

WILLIAM B. DULANY
T. BRYAN MCINTIRE
Trustees

T. B. McIntire and Co., Inc., Auctioneers
21 North Court St.
Westminster, Maryland 21157
Phone 848-3677

LIBER 92 PAGE 29

AGREEMENT

THIS AGREEMENT IS to confirm that the undersigned, this 6th day of December, 1975, have purchased from T. Bryan McIntire and William B. Dulany, Trustees in Equity No. 13611, Circuit Court for Carroll County, all that property described in the attached sale notice, subject to the terms and conditions set forth in the attached sale notice, at and for the cash price of $ 103,000, of which $ 10,000 is paid herewith, the balance to be paid at time of final settlement.

The undersigned Buyers hereby certify that:

1. That they were the purchasers of the said real estate as described above at public sale held this date acting as a ~~principal~~ agent for NORMAN E SHIPLEY and not as an agent for anyone else.

2. That no other parties have an interest as principals in the purchase.

3. That they did not directly or indirectly discourage anyone from bidding on the property.

AS WITNESS the hands and seals of the said parties.

WITNESS:

Mary H. Cooper

Tom Bryan McIntire (SEAL)
Buyer

Norman E Shipley (SEAL)
Buyer

T. Bryan McIntire (SEAL)
T. BRYAN MCINTIRE, Trustee

(SEAL)
WILLIAM B. DULANY, Trustee

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Maryland, this 6th day of December, 1975.

Mary H. Cooper
Notary Public

EXHIBIT "1"

NORMAN E. SHIPLEY,	*	IN THE
Plaintiff,	*	CIRCUIT COURT
vs.	*	FOR
MARY K. SHIPLEY	*	CARROLL COUNTY
and	*	
CARROLL COUNTY BANK AND TRUST COMPANY,	*	Equity No. 13611
Defendants.	*	

* *

CONSENT

We, NORMAN E. SHIPLEY, MARY K. SHIPLEY and CARROLL COUNTY BANK AND TRUST COMPANY, being all the parties in interest in the above proceedings, do hereby consent to the sale made December 6, 1975, to Norman E. Shipley at and for the price of One Hundred Three Thousand Dollars ($103,000.00) made pursuant to the Order of the Circuit Court for Carroll County in Equity No. 13611 dated November 7, 1975; and we further hereby respectively request immediate ratification of the sale.

We, the undersigned, do further consent to the payment in full of the Mortgage to Carroll County Bank and Trust Company from the sale proceeds and disbursement of Forty Thousand Dollars ($40,000.00) to each of Norman E. Shipley and Mary K. Shipley, the balance to be retained pending final audit and approval by the Court.

Norman E. Shipley
NORMAN E. SHIPLEY

Mary K. Shipley
MARY K. SHIPLEY

CARROLL COUNTY BANK AND TRUST COMPANY,
BY: Michael W. Haywood

EXHIBIT "2"

NORMAN E. SHIPLEY,	*	IN THE
Plaintiff,	*	CIRCUIT COURT
vs.	*	FOR
MARY K. SHIPLEY	*	CARROLL COUNTY
and	*	
CARROLL COUNTY BANK AND TRUST COMPANY,	*	Equity No. 13611
Defendants.	*	

* *

O R D E R

UPON consideration of the foregoing Report of Public Sale and Petition for Immediate Ratification and Consents attached thereto, it is therefore this 17th day of February, 1976, by the Circuit Court for Carroll County in Equity, ORDERED, ADJUDGED AND DECREED that the sale reported herein by William B. Dulany and T. Bryan McIntire, Trustees, be and the same is hereby ratified and confirmed; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Trustees be and they are hereby authorized to execute a Deed of conveyance to the purchaser, Norman E. Shipley, upon payment of the purchase monies; and

IT IS FURTHER ORDERED,ADJUDGED AND DECREED that said Trustees be and they are hereby authorized and empowered to pay from the proceeds the full balance of the outstanding Mortgage on the premises due Carroll County Bank and Trust Company, and to pay the sum of Forty Thousand Dollars ($40,000.00) to each of Norman E. Shipley and Mary K. Shipley, the balance of the proceeds to be accounted for and distributed pursuant to final order to be passed in the premises.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
FEB 17 10 13 AM '76
R. Bair CLERK

E. O. Weant, Jr.
E. O. WEANT, JR., Judge

NORMAN E. SHIPLEY, Plaintiff	I	No. 13611 Equity.
vs.	I	In the Circuit Court
MARY K. SHIPLEY, et al	I	for
Defendants	I	Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated February 17, 1976, and filed in this cause, he has stated the within account.

He has charged the Trustees ---------- with all the money in theirhands as shown by the proceedings had in this cause and he has allowed the Trustees their ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the said Norman E. Shipley and Mary K. Shipley as shown on the attached account.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Fitchthorn
Auditor

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD.
OCT 1 9 [illegible]
C. L. Kelly
CLERK

In the Matter of the real estate of Norman E. Shipley and Mary K. Shipley, in account with William B. Dulany and T. Bryan McIntire, Trustees.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on February 17, 1976 ----------	$ 103,000.00
Amount received as real estate tax adjustment ----------	$ 439.00
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ----------	$ 103,439.00

C R E D I T

1.	To William B. Dulany and T. Bryan McIntire, Trustees, for commissions, as per Order of Court dated August 30, 1976 -----	$ 4,300.00
2.	To The A. S. Abell Co., for advertising sale ----------	$ 36.30
3.	To Landmark Newspapers, for advertising sale ----------	$ 119.70
4.	To The Evening Sun, for advertising sale ----------	$ 104.50
5.	To The Jeffersonian, for advertising sale ----------	$ 38.50
6.	To Isom B. Richardson, for appraisal and appearance in Court ----------	$ 200.00
7.	To T. R. O'Farrell Auction Co., for auctioneering sale ----------	$ 530.00
8.	To Clerk of Court, for recording Release of Mortgage -	$ 5.50
9.	To Baltimore Gas and Electric Co., for service 11/11-12/29/75 ---	$ 1.54
10.	To Baltimore Gas and Electric Co., for final bill ----------	$ 1.66
11.	To Clerk of Court, for open costs in Sterling Young case ------	$ 29.80

COURT COSTS AS TAXED BY THE CLERK:

Law Library ----------	$ 10.00
Clerk ----------	$ 25.00
Sheriff ----------	$ 10.00
Law Library ----------	$ 10.00

Clerk (Recording) ----------	$ 75.00		
Auditor ----------	$ 150.00		
Copies of Audit (2) --------	$ 3.00		
Clerk (Recording Auditor's Report) --------	$ 15.00		
Auditor's Notices (4) ------	$ .60		
Filing Vouchers (9) --------	$ 4.25	$ 302.85	$ 5,670.35
BALANCE ----------			$ 97,768.65
To: Carroll County Gank and Trust Company, for balance of Mortgage ----------		$11,698.28	
PLUS: Interest from 11/12/75 to 2/18/76 ----------		$ 180.44	$ 11,878.72
BALANCE FOR DISTRIBUTION ----------			$ 85,889.93

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Norman E. Shipley, the one-half of the above balance ----- $ 42,944.97

LESS: Amount previously paid pursuant to Order of Court dated 2/8/76 ---------- $ 40,000.00 $ 2,944.97

To: Mary K. Shipley, the one-half of the above balance ----- $ 42,944.96

LESS:

a) Amount previously paid pursuant to Order of Court dated 2/8/76 ------ $ 40,000.00

b) Amount due Norman E. Shipley for one-half of the principal & interest paid by him to Carroll County Bank & Trust Co. from 10/5/71 to February 18, 1976 --$ 3,439.50

c) Amount due Norman E. Shipley for one-half of fire insurance premiums paid by him on home property from 7/1/71 to 1/9/76 ---------- $ 487.79

d) Amount due Norman E. Shipley for one-half of County & State real estate taxes paid by him for the period 10/5/71 to 6/30/76 -$ 1,673.96

e) Amount due Norman E. Shipley for one-half the appraised value of the Cub Cadet Tractor which according to his petition was left on the premises and sold by her and the proceeds converted to her own use --------- $ 537.50

Deficit or amount owing Trustees for Norman E. Shipley ---------- $ -3,193.79

To: Norman E. Shipley, for amounts due him from the share of Mary K. Shipley according to b, c, d, and e above ---------- $ 6,138.75

SUMMARY:

Balance for distribution ---------- $ 85,889.93

Less amounts previously distributed ---------- $ 80,000.00

Balance for distribution ---------- $ 5,889.93

Plus amount due Trustees from Mary K. Shipley for Norman E. Shipley ---------- $ 3,193.79

TOTAL AMOUNT ACCOUNTED FOR ---------- $ 9,083.72

To: Norman E. Shipley, for his one-half of above balance for distribution ---------- $ 2,944.97

To: Norman E. Shipley, the one-half of above balance for distribution due Mary K. Shipley applied on amount of $6,138.75 owing by Mary K. Shipley according to b, c, d, & e above ---------- $ 2,944.96
leaving a balance owing to Trustees by Mary K. Shipley to be distributed to Norman E. Shipley of ---------- $ 3,193.79 $ 9,083.72

TOTAL AMOUNT ACCOUNTED FOR ---------- $ - 0 -

NORMAN E. SHIPLEY, Plaintiff	I	No. 13611 Equity.
vs.	I	In the Circuit Court
MARY K. SHIPLEY, et al Defendants	I	for Carroll County.

ORDERED, this 1st day of October in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 18th day of October, 1976. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Filed Oct 1, 1976

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 3rd day of Nov, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order~~ and the Trustees are ----------hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

W. E. Kelly

0-x

No. 14331 EQUITY Docket 27 Folio 39

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:

BLAIR

EX PARTE:
IN THE MATTER OF THE PETITION OF
RONALD LOUIS MOORE, JR.,
FOR CHANGE OF NAME

No. 14331 Equity

No. 14331 Equity

LIBER 92 FAGE 37

DATE	CLERK'S MEMORANDUM
11-8-76	Petition for change of name and Exhibit fd.
11-10-76	Order of Court waiving Publication fd.
11-10-76	Order of Court, Adjudged, Ordered and Decreed that the name of Ronald Louis Moore, Jr., be and hereby is changed to Ronald Louis Smith fd. Copy of Orders mailed to Petitioners Atty.

THE PAUL CO., BALTO., MD.

25X 32X 25X

LIBER 92 PAGE 38

EX PARTE: IN THE MATTER	*	IN THE
OF THE PETITION OF	*	CIRCUIT COURT
RONALD LOUIS MOORE, JR.,	*	FOR
For Change of Name	*	CARROLL COUNTY
	*	IN EQUITY
	*	14331 EQ.
	**********	27/32

ORDER

The above matter having come before this Honorable Court, the Petition having been considered, it is this 10th day of Nov., , 1976, by the Circuit Court for Carroll County, in Equity

ADJUDGED, ORDERED AND DECREED that the name of Ronald Louis Moore, Jr. be and hereby is changed to Ronald Louis Smith.

E. A. Wenk Jr.
Judge

Randolph N. Blau
ATTORNEY AT LAW
8 NORTH DUNDALK AVENUE
DUNDALK, MD. 21222

Filed Nov 15, 1976

S-X

No. 13865 ✓ **EQUITY** Docket 26 Folio 22 306

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:

HETTLEMAN ✓ EUGENE HETTLEMAN
ATTORNEY NAMED IN MORTGAGE

Equity No. 13865

No. 13865 Equity

VS

BERNARD D. MCVICKER
AND
RUTH A. MCVICKER

9/2/90

LIBER 92 FACE 39

DATE	CLERK'S MEMORANDUM
12-18-75	Order to docket Foreclosure case, Photo copy of Direct Reduction Mortgage, Statement of Mortgage Claim and Military Affidavit fd.
1-21-76	Affidavit of Compliance with Rule W - 74 fd.
~~1-21-76~~	~~Partial Bond approved and filed.~~
1-29-76	Additional Bond approved and filed, Report of Sale, Affidavit of Purchaser, Auctioneer's Affidavit and Printers Certificate of Mortgagee's Sale fd.
2-9-76	Petition of Merritt Savings and Loan Incorporated fd. Same day Order of Court granting Petition fd.
2-20-76	Order of Publication of Sale fd. Same day copy mailed to Carroll County Times and copy mailed to Pltffs Atty.
2-24-76	Claim of Rittenhouse Fuel Company fd.
3-1-76	Petition of Heating Services, Inc for Surplus of Sale Proceeds fd.
3-1-76	Petition of Schaeffer Lumber Company for allowance of Judgment fd.
3-3-76	Ordsr of Court, Ordered that the claim of Heating Services Inc be and it is hereby referred to the Auditor in accordance with its priority fd. Copy mailed to the Atty.
3-3-76	Order of Court that Schaeffer Lumber Co be and it is hereby referred to the Auditor in accordance with its priority fd. Copy delivered to Atty.
3-8-76	Petition*for allowance of claim*(Ruth A. McVicker) fd.
3-10-76	Petition of Ramon Jadra for Allowance of Claim fd. Order of Court granting Petition fd.
3-30-76	Printers Certificate of Order Nisi on Sale fd.
3-30-76	Ordsr of Court ratifying sale fd. ~~Proceedings delivered to Auditor.~~
3-30-76	Petition of Liberty Consumer Discount Company fd.
3-30-76	Order of Court granting Petition (McVicker) fd. ~~Copy of Order mailed to Atty.~~
3-30-76	Order of Court granting Petition (Liberty Consumer Discount Co) fd.
4-8-76	Petition of William E. Pittinger fd. Same day Order of Court granting Petition fd.
5-24-76	Order of Court granting Petition of Rittenhouse Fuel Company fd. Copy of Order mailed to Atty.
5-26-76	Auditors account, Order Nisi thereon and vouchers thereto fd.
6-3-76	Corrected page of Auditors account fd. Copy mailed to Mr Hettleman, Atty.
6-4-76	~~Exceptions of Liberty Consumer Discount Co to Auditors report fd.~~

(over)

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 40

CLERK'S MEMORANDUMS

DATE		
6-9-76		Exceptions of Ruth A. McVicker to Auditors Report fd.
6-8-76		Auditors reply to Exceptions to Auditors Report fd.
6-14-76		Petition of Liberty Consumer Discount Company for Leave to file Amended Claim with Memorandum of Points and Authorities fd. Same day Amended Petition for Payment of Judgment claim fd. Same day Order of Court granting Petition fd.
6-23-76		Supplemental Certification of mailing fd.
8-30-76		Defendant's (Ruth A. McVicker) Petition to File an Amended Claim fd.
9-2-76		Hearing had on Exceptions of Ruth A. McVicker and Exceptions of Liberty Consumer Discount Company, Exceptions granted. Petition of Ruth A. McVicker to File an Amended Claim denied. Records of Proceedings delivered to Auditor.
10-4-76		Amended Auditors account and Order Nisi thereon fd.
11-16-76		Order finally ratifying Audit fd.

25X 10 32X 10

25X 10

EUGENE HETTLEMAN Attorney named in mortgage	*	IN THE
	*	CIRCUIT COURT
VS.	*	OF
BERNARD D. McVICKER RUTH A McVICKER, his wife	*	CARROLL COUNTY
	*	
	*	
	*	

****

ORDER TO DOCKET FORECLOSURE CASE

MR CLERK:

Please docket the above entitled foreclosure case, and file "Exhibit No. 1".

Eugene Hettleman
Attorney named in Mortgage
220 E. Lexington Street
Baltimore, Maryland, 21202
752-3169

25X
32X
25X

EXHIBIT #1

RECEIPT NO. 67957

DIRECT REDUCTION MORTGAGE

THIS MORTGAGE, Made this 26th day of August, 1969, by and between BERNARD D. McVICKER and RUTH A. McVICKER, his wife

of Carroll County, in the State of Maryland, hereinafter called the Mortgagor, and MERRITT SAVINGS & LOAN, INC., (stock corporation), a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee, is justly indebted to the Mortgagee for borrowed money in the principal sum of eighteen thousand five hundred Dollars ($18,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of eight per centum (8%) per annum on the unpaid principal until paid, principal and interest being payable at the office of the mortgagee, in the city of Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, which the Mortgagor covenants to pay in monthly installments of one hundred seventy six & 80/100 Dollars ($176.80), commencing on the first day of October, 1969, and on the first day of each month thereafter until the principal and interest are fully paid.

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

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

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

All that lot or parcel of land situate on the Black Rock Road, near Hampstead, in District No. 8, Carroll County, Maryland, being known and designated as Lot No. 5, Section 1, on the Plat of Carroll Estates, which Plat is recorded among the Land Records of Carroll County in Plat Book No. 5, folio 47.

Being the same lot or parcel of land conveyed in a deed from Yale Goldman and Leonard Rapoport, co-partners, trading as R. & G. Realty Company, et al., to Bernard D. McVicker and Ruth A. McVicker, his wife dated May 17, 1966 and recorded among the Land Records of Carroll County in Liber CCC 411 fol 63.

It is covenanted and agreed that the mortgagee shall not be required to prepare any accounting for the mortgagor as to the application of any monies received by it at any time, as between principal and interest, but the mortgagor shall make his own accounting thereof. The mortgagee's records shall be for its own purposes, and should it gratuitously furnish copies thereof to the mortgagor, it shall not be determinative of the intended or actual application of the payments by the mortgagee. It is the purpose of this paragraph to ensure that this mortgage can never be usurious, nor the monies received by the mortgagee ever be applied in a usurious fashion, and that no greater sum can ever be applied to interest than that which can be legally and properly charged by the mortgagee without being usurious. Regardless of any application which may have been made, or seem to have been made by the mortgagee which would result in usury, any sums which would constitute greater than legally permissible interest shall conclusively be considered by the parties to have been paid at the time made, to principal reduction and prepayment, and not to any other purpose. In event a release of this mortgage is accepted by the mortgagor, this shall be deemed a release of any action which the mortgagor might then have for usury.

Late Charges: The mortgagor covenants to pay a delinquent or late charge of two dollars or one-twentieth of the total amount of any delinquent or late periodic installment of delinquent interest and principal only, should any payment covenanted to be made on principal be delinquent and such delinquency has extended for at least fifteen calendar days. The mortgagee shall not be required to accept any delinquent payment unless accompanied with the delinquent or late charge. No payment shall be deemed to have been made until it has been received in U.S. currency at the office of the mortgagee.

Prepayment: Except in the case the mortgagor is a corporation, or this is a commercial loan for over $5,000.00, this loan may be prepaid in whole or in part, provided that two month's advance interest, at the rate hereinbefore provided, shall be paid on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds one-third of the original principal amount of the loan, as a consideration for the acceptance of such prepayment.

The mortgagor certifies that prior to the execution hereof he received 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.

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

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

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

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

1. That for the purpose of providing a fund for the payment of taxes, ground rent (if any), and insurance premiums, the mortgagee shall hold and establish an escrow or expense account, and the mortgagor, in addition to such sums as may have been paid to the mortgagee at the inception of this loan, shall, together with, and in addition to, the monthly payments of principal and/or interest payable under the terms of the mortgage debt hereinbefore set forth, pay to the mortgagee for such purpose on the first day of each month until the said debt is fully paid, the following:

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

(b) If, however, the monthly payments made by the mortgagor under (a) above shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the mortgagor shall pay to the mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. The mortgagor shall have the right, in event of any deficiency in said escrow account, to advance sums needed therefor, which if so advanced shall bear interest at the same rate as the indebtedness hereby secured, and be payable on demand, and be secured by this mortgage.

(c) The mortgagee shall not be obligated to accept payments on principal and interest, unless accompanied by the requisite payments due under this paragraph No. 1.

(d) In the event there shall be an excess of money in said escrow account over the purposes for which it is required, such excess shall be held as additional security by the mortgagee, and shall either be applied to the mortgage principal or refunded to the mortgagor or his assignees, only upon the full payment of the mortgage debt and all installments of interest. Said escrow funds shall not bear interest.

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

3. 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.

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

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

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

LIBER 92 FAGE 45

LIBER 459 FAGE 672

7. In the event that foreclosure proceedings are instituted hereon after default, there shall be immediately due and payable by the mortgagor(s) to the attorney filing the same, a fee of $75.00, which fee shall be part of the costs of foreclosure.

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

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

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

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

Witness:

Eugene Hettleman

Bernard D. McVicker [SEAL]

Ruth A. McVicker [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY, That on this 26 day of August, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Bernard D. McVicker and Ruth A. McVicker, his wife

the above-named Mortgagor(s), and they acknowledged the foregoing mortgage to be their act.

Also personally appeared Milton Somers, the vice-president of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Eugene Hettleman Notary Public.

FILED FOR RECORD Sept. 2 1969 AT 12:47 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, that the aforegoing is a full and true copy of the above entitled MORTGAGE as taken from Liber C.C.C. No. 459, Folio 669, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 11th day of December, A.D. 1975.

Charles C. Conaway
Clerk of the Circuit Court for
Carroll County

EUGENE HETTLEMAN Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
VS.	*	OF
BERNARD D. McVICKER RUTH A. McVICKER, his wife	*	CARROLL COUNTY
	*	
	*	

****

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim, under Mortgage dated August 26, 1969, from Bernard D. McVicker and Ruth A. McVicker, his wife, to Merritt Savings & Loan, Inc., recorded among the Land Records of Carroll County in Liber CCC 459 folio 669:

Original amount of mortgage loan	$18,500.00
Paid on principal	4,776.69
	13,723.31
Deficit in expense account	238.40
	13,961.71
Interest to December 1, 1975	365.96
Fines	26.52
Total	14,354.19

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 16th day of December, 1975, before the undersigned, a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Milton Summers, President of Merritt Savings & Loan, Inc., and made oath in due form of law that the aforegoing statement of mortgage claim is true and correct.

NOTARY PUBLIC

LIBER 92 PAGE 47

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

EUGENE HETTLEMAN ATTORNEY NAMED IN MORTGAGE *vs.* BERNARD D. McVICKER RUTH A. McVICKER	IN THE **CIRCUIT COURT** OF ~~BALTIMORE COUNTY~~ CARROLL COUNTY Docket ~~[illegible]~~ Folio ~~[illegible]~~

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 Milton Sommers, President of Merritt Savings & Loan, Inc.

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

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

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

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

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

Milton Sommers
Affiant.

Subscribed and sworn to before me
this 16 day of December 1975

Notary Public

EUGENE HETTLEMAN ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
VS.	*	OF
BERNARD D. McVICKER, and wife	*	CARROLL COUNTY
	*	Equity No. 13,865 Docket 26 folio 97
	*	

****

AFFIDAVIT OF COMPLIANCE WITH RULE W-74

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 29 day of January, 1976, before the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene Hettleman, and made oath in due form of law that he complied with the provisions of the Maryland Rules of Procedure, Rule W-74, a, 2, (b), by mailing a notice to the mortgagors, on January 8, 1976, of the time, place and terms of sale, which notice was set by certified mail.

NOTARY PUBLIC

Eugene Hettleman

Filed Jan 21, 1976

EUGENE HETTLEMAN Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
BERNARD D. McVICKER RUTH A. McVICKER, his wife	*	CARROLL COUNTY
	*	IN EQUITY
	*	No. 13,865
	*	Docket 26 folio 97

****

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF CARROLL COUNTY:

The Report of Sale of Eugene Hettleman, Attorney named in Mortgage filed in these proceedings in the above entitled cause, and authorized to make sale of the fee simple property described in said Mortgage in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of hid trust as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Carroll County Times, a newspaper published in Carroll County, for more than three successive weeks preceding the day of sale, said Eugene Hettleman, Attorney named in mortgage did, pursuant to said notice on Wednesday the 21st day of January, 1976, at 2:00 o'clock P.M., attend the premises, and then and there sold all that lot or parcel of land situate on the Black Rock Road, near Hampstead, in District No. 8, Carroll County, Maryland being known and deisgnated as Lot No. 5, Section 1, on the Plat of Carroll Estates, which Plat is recorded among the Land Records of Carroll County in Plat Book No. 5 folio 47. Known as 128 Black Rock Road, and being more fully described in the Mortgage filed as an exhibit in these proceedings, in fee simple, to Troy E. Howard for the sum of $40,000.00 he having offered the greatest sum therefor.

Eugene Hettleman,
Attorney named in Mortgage

Filed Jan 29, 1976

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 26th day of January, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Eugene Hettleman, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS Witness my hand and Notarial Seal:

NOTARY PUBLIC

BALTIMORE COUNTY, MD. • ARNOLD • NOTARY PUBLIC

LIBER 92 PAGE 51

SARATOGA 7-4046

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE 2, MARYLAND

REAL ESTATE SALES
JUDICIAL SALES
LIQUIDATIONS
MERCHANDISE
APPRAISALS

STATE OF MARYLAND, ~~XXXXX~~ COUNTY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 21st day of January, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ Co. of Baltimore aforesaid, personally appeared Troy E. Howard, 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 128 Black Rock Road Hampstead, MD. mentioned in the said Report of Sale.

Troy E Howard
Purchaser

(Seal)
(Place)

Harvey West
Notary Public

HARVEY WEST NOTARY PUBLIC BALTIMORE CO. MD.

Purchaser

Purchaser

EUGENE HETTLEMAN, Atty.
220 E. Lexington St.
Baltimore, Md. 21202

EUGENE HETTLEMAN Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
BERNARD D. McVICKER RUTH A. McVICKER, his wife	*	CARROLL COUNTY
	*	IN EQUITY
	*	No. 13,865
	*	Docket 26 folio 97

****

ORDER NISI

ORDERED, this 26th day of Feb, 1976, by the Circuit Court for Carroll County, Maryland, sitting in Equity, that the sale of the property described in these proceedings made and reported by Eugene Hettleman, Attorney named in Mortgage filed in the above entitled proceedings, be ratified a d confirmed unless cause to the contrary be shown on or before the 24th day of March A.D., 1976, provided that a copy of this Order be inserted in some newspaper printed and published in Carroll County, Maryland, once in each of three (3) successive weeks before the 17th day of March, A.D., 1976.

The Report of Sale states the amount of sale to be Forty Thousand Dollars ($40,000.00).

Charles C Conaway
Clerk of the Circuit Court

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
FEB 20 8 09 AM '76
CLERK

LIBER 92 FAGE 53

EUGENE HETTLEMAN,
Atty.
220 E. Lexington St.
Baltimore, Md. 21202
IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
IN EQUITY
No. 13,865
Docket 26 folio 97
EUGENE HETTLEMAN
Attorney named in Mortgage
VS.
BERNARD D. McVICKER
RUTH A. McVICKER, his wife

ORDER NISI

ORDERED, this 20th day of Feb., 1976, by the Circuit Court for Carroll County, Maryland, sitting in Equity, that the sale of the property described in these proceedings made and reported by Eugene Hettleman, Attorney named in Mortgage filed in the above entitled proceedings, be ratified and confirmed unless cause to the contrary be shown on or before the 24th day of March A.D., 1976, provided that a copy of this Order be inserted in some newspaper printed and published in Carroll County, Maryland, once in each of three (3) successive weeks before the 17th day of March, A.D., 1976.

The Report of Sale states the amount of sale to be Forty Thousand Dollars ($40,000.00).

Charles C. Conaway
Clerk of the Circuit Court
True Test

Office of The Carroll County Times

Westminster, Md., March 26 19 76

THIS IS TO CERTIFY that the annexed Equity 13,865

was published for 3 *successive weeks previous to the* 17 *day of* March 19 76, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Barbara Baker

Filed March 30, 1976

EUGENE HETTLEMAN Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	CARROLL COUNTY
BERNARD D. McVICKER, RUTH A. McVICKER, his wife	*	IN EQUITY
	*	No. 13,865
	*	Docket 26 folio 97

****

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Carroll County, Maryland, sitting in Equity, this 30th day of March, 1976, that the sale made and reported by Eugene Hettleman, Attorney Named in Mortgage, in the above entitled proceedings, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; and the said Eugene Hettleman is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Court Auditor.

E. O. Weaver Jr.
Judge of the Circuit Court for
Carroll County, Maryland, sitting
in Equity

RECORDED
CIR CT
CAR CO. MD.
MAR 30 9 11 AM '76
C. Kelly
CLERK

LIBER 92 FACE 55

Eugene Hettleman Attorney named in Mortgage vs. Bernard D. McVicker and Ruth A. McVicker	I I I I I I I	No. 13865 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated March 30, 1976 and filed in this cause, he has stated the within account.

He has charged the Attorney named in Mortgage with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Attorney named in Mortgage his ---- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Merritt Savings & Loan, Inc., Mortgagee, in full liquidation of its Mortgage claim, and to Ramon Jadra; Heating Services, Inc; Rittenhouse Fuel Co; William E. Pittinger; ****

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Robertson
Auditor

**** Schaeffer Lumber Company; Liberty Consumer Discount Co., and Ruth A. McVicker, in full liquidation of their claims, and the balance thereof to Bernard D. McVicker and Ruth A. McVicker, the Mortgagors.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAY 26 10 32 AM '76
C. L. Kelly
CLERK

In the Matter of the mortgaged real estate of Bernard D. McVicker and Ruth A. McVicker, his wife, in account with Eugene Hettleman, Attorney named in mortgage.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on January 29, 1976	$ 40,000.00
Amount received as interest on balance of purchase price from January 21, 1976 to April 9, 1976 @ 6%	$ 519.45
Amount received as tax adjustment from January 22, 1976 to June 30, 1976	$ 388.16
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 40,907.61

C R E D I T

1. To Eugene Hettleman, Attorney named in Mortgage, for commissions	$ 2,150.00		
2. To Stanley-Schuchhardt, Inc., for premium on bond	$ 160.00		
3. To Carroll County Times, for advertising sale	$ 98.80		
4. To The Sun Papers, for advertising sale	$ 129.36		
5. To Harvey West, for auctioneering sale	$ 800.00		
6. To Carroll County Sanitary Commission, for front foot assessment charges and useage charges and interest	$ 424.54		
7. To Carroll County Times, for Nisi on Sale	$ 17.00		
8. To Eugene Hettleman, Esq., for fee as provided in mortgage	$ 150.00		
COURT COSTS AS TAXED BY THE CLERK:			
Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (Recording)	$ 60.00		
Auditor	$ 187.50		
Copy of audit	$ 1.50		
Auditor's Notices (11)	$ 1.65		
Filing vouchers (6)	$ 1.50		
Clerk (Recording Auditor's Report)	$ 15.00	$ 317.15	$ 4,246.85
BALANCE FOR DISTRIBUTION			$ 36,660.76

BALANCE FOR DISTRIBUTION BROUGHT FORWARD ----------$ 36,660.76

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Merritt Savings & Loan, Inc.,
its mortgage claim filed on
December 18, 1975 ----------$ 14,354.19
Interest from December 1,
1975 to date of ratification
of audit ----------$ 585.54 $ 14,939.73

BALANCE ----------$ 21,721.03

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Ramon Jadra,
% John A. Hayden, III, Esquire
IBM Building,
100 East Pratt Street,
Baltimore, Maryland 21202
Deed of Trust & Note claim as
filed in proceedings, and per
Order of Court ----------$ 6,153.81
Interest from January 13, 1976 to
date of ratification of audit ----$ 367.19 $ 6,521.00

BALANCE ----------$ 15,200.03

To: Heating Services, Inc.,
% George W. McManus, Jr., Esquire
10 Light Street,
Baltimore, Maryland 21202
Judgment claim filed in proceedings,
and per Order of Court ----------$ 963.00
Interest from July 30, 1970 to
date of ratification of audit ----$ 339.08
Costs of suit ----------$ 23.00 $ 1,325.08

BALANCE ----------$ 13,874.95

To: Rittenhouse Fuel Co.,
% Thomas L. Hennessey, Esquire
407 West Pennsylvania Avenue,
Towson, Maryland 21204
Judgment claim filed in
proceedings, and per Order of
Court ----------$ 186.52
Interest from November 30, 1970
to date of ratification of audit -$ 61.95
Costs of suit ----------$ 3.00 $ 251.47

BALANCE ----------$ 13,623.48

To: William E. Pittinger,
% Charles E. Stoner, Esquire
43 North Court Street,
Westminster, Maryland 21157
Judgment claim filed in
proceedings, and per Order of Court$ 758.55
Interest from December 23,
1970 to date of ratification
of audit ----------$ 249.04
Costs of suit ----------$ 19.00 $ 1,026.59

BALANCE ----------$ 12,596.89

BALANCE BROUGHT FORWARD ----------$ 12,596.89

To: Schaeffer Lumber Company,
% L. Awalt Weller, Esquire
35 Court Place
Westminster, Maryland 21157
Judgment claim filed in the
proceedings, and per Order
of Court ----------$ 2,108.25
Interest from April 21, 1971 to
date of ratification of audit ------$ 650.74
Costs of suit ----------$ 19.00 $ 2,777.99

BALANCE ----------$ 9,818.90

To: Liberty Consumer Discount Co.,
% L. Awalt Weller, Esquire
35 Court Place,
Westminster, Maryland 21157
Judgment claim filed in the
proceedings, and per Order of Court-$ 3,286.29
Interest from January 19, 1976 to
date of ratification of audit ------$ 78.37
Costs of suit ----------$ 34.00 $ 3,398.66

BALANCE ----------$ 6,420.24

To: Ruth A. McVicker,
% Carl A. Durkee, Esquire
Pikesville Professional Bldg.,
7 Church Lane,
Pikesville, Maryland 21208
Petition for allowance of arrear-
ages in payments of alimony
pendente lite provided by Order of
Circuit Court for Baltimore County
in No. 85008 Equity, and as per
Order of Court ----------$ 1,270.00

BALANCE ----------$ 5,150.24

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Bernard D. McVicker and
Ruth A. McVicker, his wife,
Mortgagors ----------$ 5,150.24

BALANCE ----------$ - 0 -

Eugene Hettleman Attorney named in Mortgage	I	No. 13865 Equity.
vs.	I	In the
Bernard D. McVicker and Ruth A. McVicker	I	Circuit Court
	I	for
	I	Carroll County.
	I	

ORDERED, this 26th day of May in the year Nineteen Hundred and Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 14th day of June, 1976 , ~~provided a copy of this order be inserted for one successive week before the last mentioned day in some newspaper published in Carroll County.~~

Filed May 26, 1976

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this _____ day of , in the year Nineteen Hundred and Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as aforesaid by the proving and posting~~ and the Attorney named in Mortgage is hereby authorized to pay out the trust funds accordingly.

~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

CORRECTED PAGE SHOWING CORRECT NAME OF ATTORNEY AND ADDRESS WITH REFERENCE TO -- "LIBERTY CONSUMER DISCOUNT CO."

BALANCE BROUGHT FORWARD ----------$ 12,596.89

To: Schaeffer Lumber Company,
% L. Awalt Weller, Esquire
35 Court Place
Westminster, Maryland 21157
Judgment claim filed in the proceedings, and per Order of Court ----------$ 2,108.25
Interest from April 21, 1971 to date of ratification of audit -------$ 650.74
Costs of suit ----------$ 19.00 $ 2,777.99

BALANCE ----------$ 9,818.90

To: Liberty Consumer Discount Co.,
% Murray I. Resnick, Esquire
808 W. R. Grace Building
10 East Baltimore Street
Baltimore, Maryland 21202
Judgment claim filed in the proceedings, and per Order of Court ---------- $ 3,286.29
Interest from January 19, 1976 to date of ratification of audit --- $ 78.37
Costs of suit ---------- $ 34.00 $ 3,398.66

BALANCE ---------- $ 6,420.24

To: Ruth A. McVicker,
% Carl A. Durkee, Esquire
Pikesville Professional Bldg.
7 Church Lane
Pikesville, Maryland 21208
Petition for allowance of arrearages in payments of alimony pendente lite provided by Order of Circuit Court for Baltimore County in No. 85008 Equity, and as per Order of Court ---------- $ 1,270.00

BALANCE ---------- $ 5,150.24

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Bernard D. McVicker and
Ruth A. McVicker, his wife,
Mortgagors ---------- $ 5,150.24

BALANCE ---------- $ - 0 -

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUN 3 9 09 AM '76

C P Kelly
CLERK

LIBER 92 PAGE 61

EUGENE HETTLEMAN, Attorney named in Mortgage	I	No. 13865 Equity.
vs.	I	In the
BERNARD D. McVICKER and RUTH A. McVICKER	I	Circuit Court for Carroll County.

AMENDED ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated 3/30/76 & 9/2/76 **and filed in this cause, he has stated the within** amended **account.**

He has charged the attorney named in mortgage **with all the money in** his **hands as shown by the proceedings had in this cause and he has allowed the** attorney named in mortgage ---------**commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.**

The funds available for distribution have been distributed to the Merritt Savings & Lona, Inc., Mortgagee, in full liquidation of its Mortgage claim; and to Ramon Jadra; Heating Services, Inc.; Rittenhouse Fuel Co.; William E. Pittinger; ***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Raphelson
Auditor

*** Schaeffer Lumber Company; Liberty Consumer Discount Co.; and Ruth A. McVicker, in full liquidation of their claims, and the balance thereof to Bernard D. McVicker and Ruth A. McVicker, the Mortgagors.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
OCT 4 2 09 PM '76
C. P. Kelly
CLERK

In the Matter of the mortgaged real estate of Bernard D. McVicker and Ruth A. McVicker, his wife, in account with Eugene Hettleman, Attorney named in mortgage.

AMENDED ACCOUNT

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on January 29, 1976 ---------	$ 40,000.00
Amount received as interest on balance of purchase price from January 21, 1976, to April 9, 1976, @ 6% ----------	$ 519.45
Amount received as tax adjustment from January 22, 1976, to June 30, 1976 ----------	$ 388.16
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ----------	$ 40,907.61

C R E D I T

1. To Eugene Hettleman, Attorney named in Mortgage, for commissions ----------	$ 2,150.00	
2. To Stanley-Schuchhardt, Inc., for premium on bond ----------	$ 160.00	
3. To Carroll County Times, for advertising sale ----------	$ 98.80	
4. To The Sun Papers, for advertising sale ----------	$ 129.36	
5. To Harvey West, for auctioneering sale ----------	$ 800.00	
6. To Carroll County Sanitary Commission, for front foot assessment charges and useage charges and interest --------	$ 424.54	
7. To Carroll County Times, for Nisi on Sale ----------	$ 17.00	
8. To Eugene Hettleman, Esq., for fee as provided in mortgage ----	$ 150.00	
COURT COSTS AS TAXED BY THE CLERK AS STATED IN PRIOR AUDIT:		
Law Library ----------	$ 10.00	
Clerk ----------	$ 40.00	
Clerk (Recording) ----------	$ 60.00	
Auditor ----------	$ 187.50	
Copy of audit ----------	$ 1.50	
Auditor's Notices (11) ------	$ 1.65	
Filing vouchers (6) ---------	$ 1.50	
Clerk (Recording Auditor's Report) ----------	$ 15.00	$ 317.15

COURT COSTS AS TAXED BY THE CLERK
WITH REFERENCE TO THIS AUDIT:

Clerk	$ 10.00		
Auditor	$ 80.00		
Copy of audit	$ 1.50		
Auditor's Notices (11)	$ 1.65		
Clerk (Recording Auditor's Report)	$ 15.00	$ 108.15	$ 4,355.00

BALANCE FOR DISTRIBUTION ---------- $ 36,552.61

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Merritt Savings & Loan, Inc., its mortgage claim filed on December 18, 1975	$ 14,354.19	
Interest from December 1, 1975, to date of ratification of audit	$ 964.10	$ 15,318.29

BALANCE ---------- $ 21,234.32

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Ramon Jadra, % John A. Hayden, III, Esquire, IBM Building, 100 East Pratt Street, Baltimore, Maryland 21202, Deed of Trust & Note claim as filed in proceedings, and per Order of Court	$ 6,153.81	
Interest from January 13, 1976, to date of ratification of audit	$ 553.86	$ 6,707.67

BALANCE ---------- $ 14,526.65

To: Heating Services, Inc., % George W. McManus, Jr., Esquire, 10 Light Street, Baltimore, Maryland 21202, Judgment claim filed in proceedings, and per Order of Court	$ 963.00	
Interest from July 30, 1970, to date of ratification of audit	$ 358.70	
Costs of suit	$ 23.00	$ 1,344.70

BALANCE ---------- $ 13,181.95

To: Rittenhouse Fuel Co., % Thomas L. Hennessey, Esquire, 407 West Pennsylvania Avenue, Towson, Maryland 21204, Judgment claim filed in proceedings, and per Order of Court	$ 186.52	
Interest from November 30, 1970, to date of ratification of audit	$ 65.71	
Costs of suit	$ 3.00	$ 255.23

BALANCE ---------- $ 12,926.72

BALANCE BROUGHT FORWARD ----------		$ 12,926.72
To: William E. Pittinger % Charles E. Stoner, Esquire 43 North Court Street Westminster, Maryland 21157 Judgment claim filed in proceedings, and per Order of Court ----------	$ 758.55	
Interest from December 23, 1970, to date of ratification of audit ----------	$ 264.30	
Costs of suit ----------	$ 19.00	$ 1,041.85
BALANCE ----------		$ 11,884.87
To: Schaeffer Lumber Company % L. Awalt Weller, Esquire 35 Court Place Westminster, Maryland 21157 Judgment claim filed inthe proceedings, and per Order of Court ----------	$ 2,108.25	
Interest from April 21, 1971, to date of ratification of audit ----------	$ 693.60	
Costs of suit ----------	$ 19.00	$ 2,820.85
BALANCE ----------		$ 9,064.02
To: Liberty Consumer Discount Co. % Murray I. Resnick, Esquire 808 W. R. Grace Building 10 East Baltimore Street Baltimore, Maryland 21202 Judgment claim filed in the proceedings, and per Order of Court ----------	$ 3,286.29	
Interest from January 19, 1976, to date of ratification of audit ----------	$ 150.00	
Costs of suit ----------	$ 34.00	
Attorney's fee as provided in Judgment ----------	$ 492.94	$ 3,963.23
BALANCE ----------		$ 5,100.79
To: Ruth A. McVicker % Carl A. Durkee, Esquire Pikesville Professional Bldg. 7 Church Lane Pikesville, Maryland 21208 The one-half of the above balance ----------	$ 2,550.40	
To: Bernard D. McVicker, the one- half of the above balance ------ $ 2,550.39 LESS: Claim of Ruth A. McVicker as provided by Order of Court dated September 2, 1976 -- $ 1,270.00	$ 1,280.39	
To: Ruth A. McVicker, per above Order-	$ 1,270.00	$ 5,100.79
TOTAL AMOUNT ACCOUNTED FOR ----------	$ 5,100.79	$ - 0 -

LIBER 92 PAGE 65

EUGENE HETTLEMAN, Attorney named in Mortgage vs. BERNARD D. McVICKER and RUTH A. McVICKER		No. 13865 Equity. In the Circuit Court for Carroll County.

AMENDED ACCOUNT

ORDERED, this 4th day of October in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, that the ~~A~~ Amended Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 18t day of October, 1976. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Filed Oct 4, 1976

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 16th day of November, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing ~~a~~ amended account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Attorney named in mortgage ~~is~~ --hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN COURT COURT OF CARROLL CO. MD.

NOV 16 1976

C. L. Kelly

Q-X

No. 14249 EQUITY Docket 26 Folio 291

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
GOERTEMILLER

CHRISTINE VALERIE WOOD
INFANT
BY JOYCE ANNE HOBBS, HER MOTHER
AND NEXT FRIEND

Equity No. 14249

No. 14249 Equity

LIBER 92 FACE 66

DATE	CLERK'S MEMORANDUM
9-27-76	Petition for change of name fd. Same day Order of Publication fd. Copy of Order mailed to Carroll County Times.
~~11-29-76~~	~~Printer's Certificate of Publication of Order of Publication fd.~~
11-29-76	Order of Court changing name of Christine Valerie Wood to Christine Valerie Hobbs, fd. Copy mailed to Plaintiff's Atty.

THE PAUL CO., BALTO., MD.

25X 10 32X 10 25X 11

BRG:AHF
9/20/76

CHRISTINE VALERIE WOOD, Infant, by Joyce Anne Hobbs, Her Mother and Next Friend 2336 Bollinger Mill Road Finksburg, Maryland 21048	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Petitioner	*	CARROLL COUNTY 14248 Equity

* *

ORDER FOR CHANGE OF NAME

Upon the aforegoing Petition for Change of Name, no opposition having been filed thereto, it is this 29th day of November, 1976, by Circuit Court for Carroll County, Ordered:

That the name of Christine Valerie Wood be and is hereby changed to "Christine Valerie Hobbs".

JUDGE

FILED-NOV. 29, 1976

0-X

No. 14250 **EQUITY** Docket 26 Folio 292

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
GOERTEMILLER

JAYSON WILLIS WOOD
INFANT
BY JOYCE ANNE HOBBS
HIS MOTHER AND NEXT FRIEND

No. 14250 Equity

No. 14250 Equity

LIBER 92 PAGE 68

DATE	CLERK'S MEMORANDUM
9-27-76	Petition for change of name fd. Same day Order of Publication fd Copy of Order of Publication mailed to Carroll County Times.
11-19-76	Printer's Certificate of Publication of Order of Publication fd.
11-26-76	Order of Court changing name of Jayson Willis Wood to Jayson Willis Hobbs, fd. Copy mailed to Petitioners Atty.

THE PAUL CO., BALTO., MD.

25 X 10

32 X 10

25 X 10

LIBER 92 PAGE 69

BRG:AHF
9/20/76

JAYSON WILLIS WOOD, Infant, by Joyce Anne Hobbs, His Mother and Next Friend 2336 Bollinger Mill Road Finksburg, Maryland 21048	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Petitioner	*	CARROLL COUNTY

* *

ORDER FOR CHANGE OF NAME

Upon the aforegoing Petition for Change of Name, no opposition having been filed thereto, it is this 26th day of November, 1976, by the Circuit Court for Carroll County, Ordered:

That the name of Jayson Willis Wood be and is hereby changed to "Jayson Willis Hobbs".

E. A. Kenney, Jr.
JUDGE

Nov 26 11 30 AM '76
RVB

No. 13957 EQUITY Docket 26 Folio 140

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
DAVIS
D & D

JAMES WILLARD DAVIS,
ASSIGNEE OF MORTGAGE

Equity No. 13957

VS

RONALD L. DAVIS, JR.
AND
MARLYS E. DAVIS, HIS WIFE

Equity No. 13957

LIBER 92 PAGE 70

DATE	CLERK'S MEMORANDUM
#*3-3-76	Bill to foreclose real estate Mortgage, Original Mortgage, Statement of Mortgage Debt and Non Military service affidavit fd.
5-3-76	Assignees Bond approved and filed.
5-7-76	Assignees Affidavit fd.
5-18-76	Report of Sale fd. Same day Affidavit of Purchaser fd.
5-18-76	Order Nisi on Sale fd. Same day copy of Order Nisi mailed to Carroll County Times for Publication. Copy mailed to Atty.
7-20-76	Printers Certificate of Order Nisi on Sale fd.
7-27-76	Order of Court ratifying Sale fd and proceedings delivered to Auditor.
8-13-76	Auditor's Account, Order Nisi thereon and Vo uchers thereto fd.
12-20-76	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 71

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088 Defendants.	* * * * * * * * *	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 13951 Docket 26 / 140

* *

BILL TO FORECLOSE REAL ESTATE MORTGAGE

MR. CLERK:

Please docket the above-entitled case, file original Mortgage from Ronald L. Davis, Jr. and Marlys E. Davis, his wife, Mortgagors, to Ridge Homes, Mortgagee, dated August 14, 1974, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 577, Folio 765, etc.

This Mortgage is in the original principal amount of $29,500.00 and the principal amount due under said Mortgage as of March 1, 1976, is $29,461.84 plus interest at 9.25% per annum from February 1, 1975.

This Mortgage is in default because of the failure of the Mortgagors to pay monthly installments of principal and interest due under the terms of said Mortgage.

Please also file Statement of Mortgage Debt and Nonmilitary Service Affidavit.

JAMES WILLARD DAVIS
ASSIGNEE OF MORTGAGE

127 East Main Street
Westminster, Maryland 21157
848-3333/876-2117

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAR 3 3 45 PM '76
CLERK

LIBER 577 PAGE 765
LIBER 92 PAGE 72

Mortgage

This Mortgage, Made this 14th day of August, in the year nineteen hundred and Seventy-Four by and between RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife, Mortgagors of Carroll County in the State of Maryland, of the first part, and Ridge Homes, a division of Evans Products Company of Conshohocken, State of Pennsylvania, Mortgagee, of the second part:

Whereas, the Mortgagor, stands held and firmly bound unto the said Mortgagee, in the sum of ($29,500.00) Lawful money of the United States of America, conditioned for the payment to the above named Mortgagee, at its office in Conshohocken, Montgomery County, Pennsylvania, of the just sum of $29,500.00 lawful money as aforesaid in 15 monthly installments of not less than $245.85, then 177 monthly installments of not less than $305.89 each. The first installment to be paid within 60 days after execution thereof and the succeeding installments on or before the first day of each and every month thereafter until the aforesaid just sum is fully paid. The privilege is reserved to the Mortgagor to pay the obligation in whole or in part at any time and the Mortgagor agrees that in the event of any such pre-payment the pay-off balance shall be computed in accordance with the Rule of 78's as recommended by the American Bankers' Association.

To Secure the repayment of said Mortgage Debt and interest when and as the same become due and payable these are executed.

Now This Mortgage Witnesseth, That in consideration of the premises and of the sum of One Dollar, the said RONALD L. DAVIS, JR. and MARLYS E. DAVIS his wife, do grant and convey unto Ridge Homes, a division of Evans Products Company, its successors and assigns, in fee simple, together with, and including all that certain lot or piece of ground with the buildings and improvements to be thereon erected more particularly described: All that lot or parcel of land situate, lying and being in the Third Election District, Carroll County, State of Maryland, and which is more particularly described as follows:

All that lot or parcel of land situate, lying and being on Stone Road in the Third Election District, Carroll County, Maryland, being known and designated as Lot No. 6 on a plat entitled "Friendly Acres" which plat is recorded among the Land Records of Carroll County in Plat Book No. 7, folio 13, said Lot No. 6 containing 25,174 square feet of land more or less.

Being the same premises which Jerrold Lee Neal and Mildred C. Neal, his wife, by Deed dated the 14th day of September 1973 and recorded in the Office of the Clerk of the Circuit Court of Carroll County on the 19th day of September 1973 in Deed Liber CCC 553, Folio 697, granted and conveyed unto RONALD L. DAVIS,JR. and MARLYS E. DAVIS, his wife.

SEP -5-74 * 25495 ****205.20
SEP -5-74 A 25495 ****194.70
SEP -5-74 A 25494 *****10.50

✓

LIBER 577 PAGE 766

Form RPMD—18

LIBER 92 PAGE 73

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 said Mortgagee, its successors and assigns, forever.

Provided, that if the said Mortgagor, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of TWENTY NINE THOUSAND FIVE HUNDRED AND 00/100----------($29,500.00----) and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, its successors, or assigns, or the duly authorized Attorney or Agent of the said Mortgagee, 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 Fifty ($50.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of said Mortgagee, its successors or assigns hereunder whether the same shall have matured, or not; (3) and the surplus (if any there be), to the said Mortgagor, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors 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 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 commissions.

And it is agreed that, until default be made in the premises, the said Mortgagor, their heirs, 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 Mortgagor covenants to pay when legally payable. Mortgagor shall exhibit receipts to the Mortgagee on or before the First day of November each year showing payments of such taxes and other charges.

Said Mortgagor covenants to insure, and pending the existence of this Mortgage to keep insured, in a company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the property hereby mortgaged to the amount of at least the balance due on this Mortgage and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other destruction to enure to the benefit of said Mortgagee, its successors, and assigns to the extent of its lien or claim hereunder.

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

Witness the Hand and Seal of said Mortgagor.

WITNESS:

Marian D. Brice

Ronald L. Davis Jr. (SEAL)
Ronald L. Davis, Jr.

Marlys E. Davis (SEAL)
Marlys E. Davis

State of Maryland, **County, To Wit:**

I Hereby Certify, That on this 16th day of August, in the year of one thousand nine hundred and 74 before me, the subscriber, a Notary Public of the State of Maryland, in and for the place aforesaid, personally appeared the Mortgagor named in the foregoing Mortgage, RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife, and they acknowledge the foregoing Mortgage to be his, her or their act

As Witness my hand and Notarial Seal

NOTARY PUBLIC FREDERICK CO., MD.

George H. Pugh
Notary Public

My comm. expires 7-1-78

LIBER 92 PAGE 74

Form RPMD—1C

LIBER 577 PAGE 757

State of Pennsylvania, County of Montgomery, To Wit:

I Hereby Certify, That on this 22nd day of August, 1974, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the place aforesaid, personally appeared Hillard Madway, President of Ridge Homes, a division of Evans Products Company and he made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bonafide as therein set forth and further that he is duly authorized to make this affidavit on behalf of said Mortgagee.

As Witness my hand and Notarial Seal.

Joseph P. Romano
Notary Public

JOSEPH P. ROMANO
Notary Public, Plymouth Twp., Montg. Co.
My Commission Expires July 31, 1976

For Value Received, Ridge Homes, a division of Evans Products Company, hereby assigns the within Mortgage and the Mortgagee debt secured thereby unto James Willard Davis, for purposes of foreclosure as witness the corporate seal of Ridge Homes, a division of Evans Products Company, and the hand of Hillard Madway, President thereof, this 22 day of August, 1974

FEB 11-76 * 28939 ******4.50

RIDGE PIKE LUMBER COMPANY, INC.

WITNESS:
Frederick W Beach Jr

By Hillard Madway
HILLARD MADWAY, President

FEB 11-76 A 28939 ******4.50

THIS MORTGAGE WAS PREPARED BY RIDGE HOMES, A DIVISION OF EVANS PRODUCTS COMPANY.

Joseph P. Romano
Joseph Romano
Manager of Customer Finance

REC'D. FOR RECORD Sept. 5 1974 AT 9:12 O'CLK A.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 92 PAGE 75

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088 Defendants.	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 13951 Docket 26/140

* *

STATEMENT OF MORTGAGE DEBT

The Statement of Mcrtgage Debt of Ronald L. Davis, Jr. and Marlys E. Davis, his wife due James Willard Davis, Assignee of Mortgage, on account of original mortgage obligation of the said Ronald L. Davis, Jr. and Marlys E. Davis, his wife, dated August 14, 1974, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 577, Folio 765, etc. Said Mortgage is in the original principal amount of $29,500.00, with interest at the rate of 9.25% per annum, payable in 15 monthly installments of not less than $245.85, then 177 monthly installments of not less than $305.89 each.

Ronald L. Davis, Jr. and
Marlys E. Davis, his wife
Route #2, Box 42
Lineboro, Maryland 21088

March 1, 1976

Original amount of Mortgage Loan	$29,500.00
Paid on Balance	38.16
Balance of Principal Due	$29,461.84
Interest at 9.25% from 2-1-75 through 3-1-76	3,179.40
Total Balance Principal and Interest Due	$32,641.24

RIDGE HOMES

BY: Hillard Madway

HILLARD MADWAY,
Executive Vice-President

(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) TO WIT:
COUNTY OF MONTGOMERY)

ON THIS, the 25th day of February, 1976, before me, a Notary Public, the undersigned officer, personally appeared Hillard Madway, who acknowledged himself to be the Exec. Vice Pres. of RIDGE HOMES, a division of Evans Products Company, a body corporate, and that he, as such Exec. V. Pres., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RIDGE HOMES, by himself as Exec. Vice Pres., 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 by James Willard Davis, Assignee of Mortgage, in said cause now remaining due and unpaid.

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

Notary Public

DAVID BODENHEIMER
Notary Public, Plymouth Twp., Montg. Co.
My Commission Expires September 26, 1977

LIBER 92 PAGE 77

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088 Defendants.	* * * * * * * * * *	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 13957 Docket 26 / 140

* *

NONMILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 2nd day of March, 1976, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE, who 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. That the Defendants are not in the military service of the United States of America.

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

3. That the Defendants have not been ordered to report for induction under the Selective Training and Service Act or any successor act or acts amendatory thereof.

4. That the Defendants are not members of the enlisted reserve corps who have been ordered to report for military service.

JAMES WILLARD DAVIS,
ASSIGNEE OF MORTGAGE

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State and County aforesaid, this 2nd day of March, 1976.

Donna B. Yelton
NOTARY PUBLIC
Carroll County, Maryland

Donna B. Yelton
Notary Public

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff	*	IN THE CIRCUIT COURT FOR
vs.	*	CARROLL COUNTY
RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088 Defendants.	*	Equity No. 13951 Docket 26/140

* *

A F F I D A V I T

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

On May 1, 1976, the undersigned, in compliance with Rule W74 a 2(b) of the Maryland Rules of Procedure, mailed by Registered Mail, Return Receipt Requested, as well as by regular mail the attached notice of the time, place and terms of the sale of the property located on Stone Road, in the Seventh Election District of Carroll County, Maryland, to Ronald L. Davis, Jr. and Marlys E. Davis, his wife, at their last known address, namely, Route #2, Box 42, Lineboro, Maryland 21088. The return receipt in connection with the notice mailed by registered mail was returned to the undersigned showing receipt on May 6, 1976, by Marlys Davis.

James Willard Davis
JAMES WILLARD DAVIS,
ASSIGNEE OF MORTGAGE

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for the County and State aforesaid this 7th day of May, 1976.

Donna B. Yelton
NOTARY PUBLIC
Carroll County Maryland

Donna B. Yelton
Notary Public

Filed May 7 1976

Original mailed registered

LIBER 92 PAGE 79

Copy mailed re lar first class

6838-76

REGISTERED MAIL
RETURN RECEIPT REQUESTED

May 1, 1976

Mr. & Mrs. Ronald L. Davis, Jr.
Route #2, Box 42
Lineboro, Maryland 21088

Re: James Willard Davis, Assignee of Mortgage
vs. Ronald L. Davis, Jr. and Marlys
L. Davis, his wife

Dear Mr. & Mrs. Davis:

Pursuant to Rule W74 a 2(b) of the Maryland Rules of Procedure, you are hereby advised that your property located on Stone Road, Carroll County, Maryland, will be offered for sale on the premises at 11:00 o'clock a.m. on Saturday, May 8, 1976.

The terms of the sale are as follows:

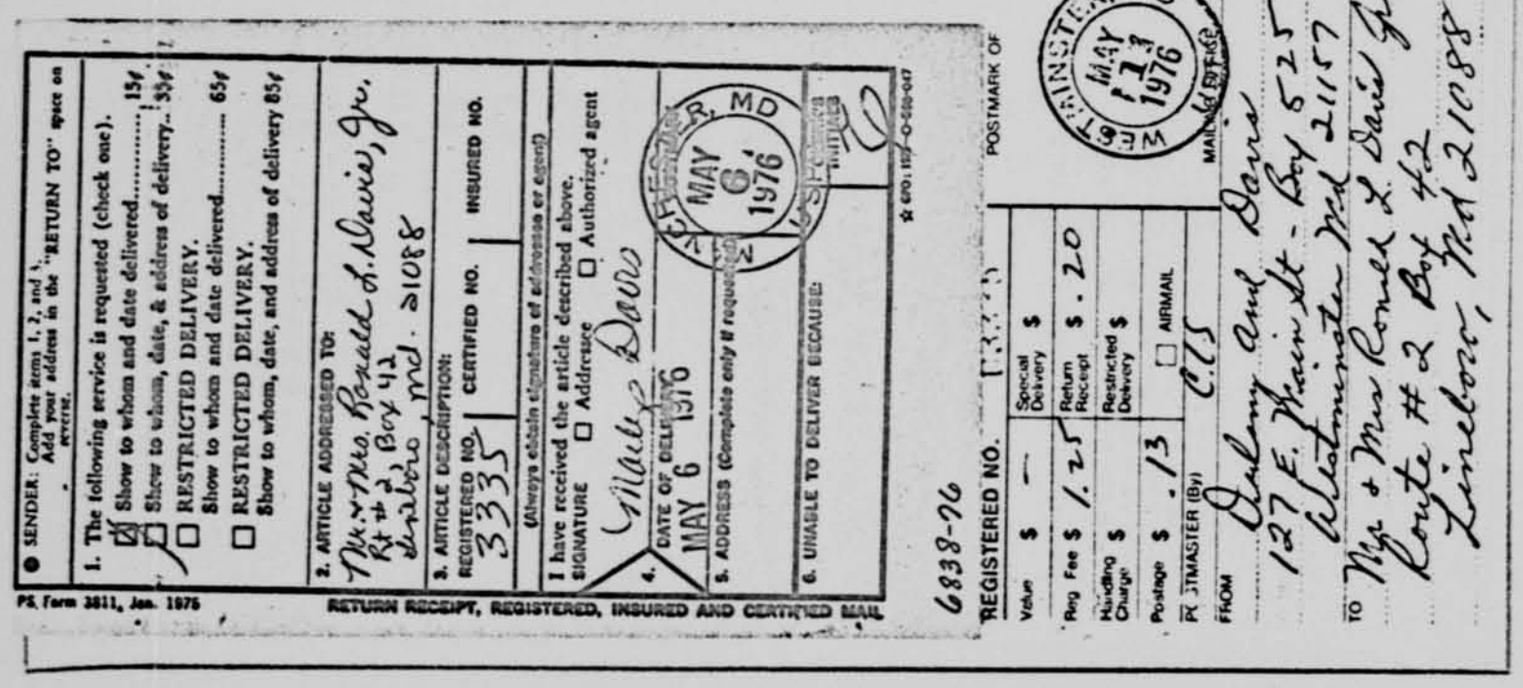
A cash deposit of $3,000.00 will be required of purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Carroll County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, and all other liens or 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, County and State transfer taxes to be paid by purchaser.

Very truly yours,

DULANY and DAVIS

James Willard Davis

JWD/dby



JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiff	*	CARROLL COUNTY
vs.	*	Equity No. 13951
RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088	*	Docket 26/140
Defendants.	*	

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Public Sale and Petition for Ratification of James Willard Davis, Assignee of Mortgage, respectfully represents unto Your Honor:

That pursuant to the power of sale contained in the Mortgage of Ronald L. Davis, Jr. and Marlys E. Davis, his wife, to Ridge Homes, dated August 14, 1974, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 577, Folio 765, etc., default having occurred therein, the said James Willard Davis, Assignee of Mortgage, after having complied with all prerequisites as required by said Mortgage and by law in authorizing said sale, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Carroll County Times, a weekly newspaper published in Carroll County, at least once each week for three successive weeks, the first such publication not less than twenty days prior to said sale, and the last such publication not more than one week prior to said sale, to wit, on each of the 22nd and 29th days of April, 1976, and on the 6th day of May, 1976, said James Willard Davis, Assignee of Mortgage did, pursuant to said notice, attend on the premises, on the 8th day of May, 1976, at 11:00 o'clock a.m., and then and there proceeded to sell the said property in manner following, that is to say: --

The said James Willard Davis, Assignee of Mortgage, offered at public sale, to the highest bidder, all that property described in the aforesaid Mortgage of Ronald L. Davis, Jr. and Marlys E. Davis, his wife, to Ridge Homes, being the same

Filed May 18, 1976

property described in a Deed of Jerrold Lee Neal, et al. to Ronald L. Davis, Jr. and Marlys E. Davis, his wife, dated September 14, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 553, Folio 695, etc.

The above property was sold to Kenneth H. Myers, Jr. for the sum of Twenty Thousand Dollars ($20,000.00), he being then and there, and at that price, the highest bidder, and he having paid a deposit of Three Thousand Dollars ($3,000.00) and having agreed to pay the full cash balance therefor upon ratification of said sale by This Court, and the said James Willard Davis, Assignee of Mortgage, further reports that the said property was fairly sold for the most money which he could obtain for the same to the person herein named, and prays that This Court may ratify the said sale. Copy of Agreement of Sale and Purchaser's Affidavit pursuant to Rule BR6-3 is attached hereto.

All of which is respectfully represented.

JAMES WILLARD DAVIS
ASSIGNEE OF MORTGAGE

127 East Main Street
Westminster, Maryland 21157
848-3333

May 18, 1976

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERITFY that on this 18th day of May, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE, and made oath in due form of law that the matters and facts set forth in the above Report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Donna B. Yelton NOTARY PUBLIC Carroll County, Maryland

Notary Public

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiff	*	CARROLL COUNTY
vs.	*	Equity No. 13951
RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088	*	Docket 26/140
Defendants.	*	

* *

AGREEMENT OF SALE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

THIS IS TO CONFIRM that the undersigned Buyer has this 8th day of May, 1976, purchased at public auction from James Willard Davis, Assignee of Mortgage, all that lot or parcel of land containing 25,174 square feet of land, more or less, and situate and lying on the north side of Stone Road, in the Seventh Election District of Carroll County, Maryland; Being all and the same land described in Deed of Gerrold Lee Neal, et al., dated September 14, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 553, Folio 695, etc., at and for the sum of Twenty Thousand Dollars ($ 20,000.00) of which THREE THOUSAND DOLLARS ($3,000.00) has been paid at the date of signing hereof, the balance to be paid in cash upon final ratification of sale by the Circuit Court for Carroll County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes and other expenses to be adjusted to date of sale, cost of documentary stamps, transfer tax and other settlement expenses at the cost of Buyer.

The undersigned Buyer hereby certified:

1. That he was the purchaser of the said real estate as described above at public sale held this date acting as an agent for Evans Products Investment Company, and not as an agent for anyone else.

2. That no other parties have an interest as principals in the purchase.

3. That he did not directly or indirectly discourage anyone from bidding on the property.

AS WITNESS the hands and seals of the said parties.

WITNESS:

Jeffrey D. Scott

Kenneth H. Myers (SEAL)
KENNETH H. MYERS, JR.
45 Goni Terrace
Westminster, Maryland 21157

Buyer

LIBER 92 PAGE 83

Jeffrey P. Scott — James Willard Davis (SEAL)
JAMES WILLARD DAVIS,
ASSIGNEE OF MORTGAGE

Seller

SUBSCRIBED AND SWORN to before me this 8th day of May, 1976.

Mary H. Crouch
Notary Public

LIBER 92 PAGE 84

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	CARROLL COUNTY
vs.	*	Equity No. 13951
RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088	*	Docket 26/140
Defendants.	*	

* *

ORDER NISI

ORDERED, by the Circuit Court for Carroll County this 18th day of May, 1976, that the sale of the property mentioned in these proceedings, made and reported by James Willard Davis, Assignee of Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 17th day of June, 1976, provided a copy of this Order be inserted in some newspaper published in this County, once in each of three successive weeks, before the 10th day of June, 1976.

THE REPORT OF SALE states the amount of the sale to be Twenty Thousand Dollars ($20,000.00).

Charles C Conaway
CHARLES C. CONAWAY, Clerk

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAY 18 3 29 PM '76
C. P. Kelly
CLERK

LIBER 92 FACE 85

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUL 20 4 04 PM '76
C. S. Kelly
CLERK

Office of The Carroll County Times

Westminster, Md., June 10, 19 76

THIS IS TO CERTIFY that the annexed Order Nisi: Ronald L. and Marlys E. Davis *was published for* three (3) *successive weeks previous to the* 10th *day of* June 19 76, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Patricia B. Hobbs

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
Equity No. 13951
Docket 26-140

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE
127 East Main Street
Westminster, Maryland 21157
Plaintif

vs.

RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife
Route 2, Box 42
Linebboro, Maryland 21088
Defendants.

ORDER NISI

ORDERED, by the Circuit Court for Carroll County this 18th day of May, 1976, that the sale of the property mentioned in these proceedings, made and reported by James Willard Davis, Assignee of Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 17th day of June, 1976, provided a copy of this Order be inserted in some newspaper published in this County, once in each of three successive weeks, before the 10th day of June, 1976.

THE REPORT OF SALE states the amount of the sale to be Twenty Thousand Dollars ($20,000.00).

Charles C. Conaway, Clerk
True Tested

No. 0031

LIBER 92 PAGE 86

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife Route #2, Box 42 Lineboro, Maryland 21088 Defendants.	* * * * * * * * * *	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 13951 Docket 26/140

* *

ORDER OF RATIFICATION

ORDERED this 27th day of July, 1976, that the sale of real estate made and reported to this Court by James Willard Davis, Assignee of Mortgage, on the 5th day of May, 1976, be and it is hereby ratified and confirmed, no cause having been shown to the contrary, although due notice appears to have been given as required in said Order Nisi, and the papers and proceedings in the cause are hereby directed to be referred to an Auditor of This Court to state an Account of the Trust Fund in which he shall allow the Assignee of Mortgage the usual commissions, and his expenses, for which the Assignee of Mortgage shall produce proper vouchers.

E. O. Weant, Jr.
E. O. WEANT, JR., Judge

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUL 27 10 08 AM '76
L. L. Kelly
CLERK

LIBER 92 PAGE 87

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE vs. RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife	I I I I I I I	No. 13951 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated July 27, 1976, and filed in this cause, he has stated the within account.

He has charged the Assignee of Mortgage ------ with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgage his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Ridge Homes, a division of Evans Products Company of Conshohocken, Pennsylvania, in partial liquidation of its mortgage claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 13 9 14 AM '76
RB
CLERK

EQUITY NO. 13951

In the matter of the mortgaged real estate of RONALD L. DAVIS, JR., and MARLYS E. DAVIS, his wife, in account with James Willard Davis, Assignee of Mortgage.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on May 18, 1976	$ 20,000.00
Amount received as interest on balance of purchase price from date of sale to date of settlement on August 3, 1976	$ 286.02
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 20,286.02

C R E D I T

1.	To James Willard Davis, Assignee of Mortgage, for commissions	$ 1,150.00
2.	To Thomas R. O'Farrell Agency, for premium on bond	$ 118.00
3.	To Landmark Community Newspapers of Maryland, Inc., for advertising sale	$ 102.60
4.	To The Evening Sun, for advertising sale	$ 99.00
5.	To T. R. O'Farrell Auction Co., Inc., for auctioneering sale	$ 100.00
6.	To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale	$ 17.00
7.	To Donna B. Yelton, for notary fees	$ 4.00
8.	To Dulany and Davis, Attorneys, for Notice of Sale by Registered mail to Mortgagors	$ 1.58
9.	To Dulany and Davis, for recording Assignment of Mortgage	$ 4.50
10.	To Tax Collector of Carroll County, for 1975/76 real estate taxes	$ 51.79
11.	To Tax Collector of Carroll County, for 1976/77 real estate taxes	$ 61.51

12. To Messrs. Dulany and Davis, for attorneys' fees as provided in Mortgage ---------- $ 50.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library ----------	$ 10.00		
Clerk ----------	$ 40.00		
Clerk (Recording) ----------	$ 39.00		
Auditor ----------	$ 82.50		
Copy of Audit ----------	$ 1.50		
Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (3) --------	$ .45		
Filing Vouchers (11) ---------	$ 2.75	$ 188.20	$ 1,948.18

BALANCE FOR DISTRIBUTION ---------- $ 18,337.84

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Ridge Homes, a division of Evans Products Company of Conshohocken, Pennsylvania, its mortgage claim filed on March 3, 1976 ----------	$ 32,641.24	
Interest from March 2, 1976, to date of Audit ----------	$ 1,226.34	
Total ----------	$ 33,867.58	
ABOVE BALANCE ----------	$ 18,337.84	$ 18,337.84
DEFICIT ----------	$ 15,529.74	$ - 0 -

JAMES WILLARD DAVIS, ASSIGNEE OF MORTGAGE	I	No. 13951 Equity.
vs.	I	In the
RONALD L. DAVIS, JR. and MARLYS E. DAVIS, his wife	I	Circuit Court
	I	for
	I	Carroll County.

ORDERED, this 13TH day of AUGUST in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 30th day of August, 1976. ~~xxprovided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

FILED- AUGUST 13, 1976

ORDERED, this 30th day of December, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceedings herein~~ and the Assignee of Mortgage is -------hereby authorized to pay out the trust funds accordingly.

Charles C. Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

O-X

No. 14081 EQUITY Docket 26 Folio 205

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
DAVIS

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

Equity No. 14081

VS

THREE TEN CORPORATION

No. 14081 Equity

LIBER 92 PAGE 91

DATE	CLERK'S MEMORANDUM
5-20-76	Bill to Foreclose Real Estate Mortgage, Original Mortgage, Statement of Mortgage Debt fd.
6-23-76	Affidavit of service fd.
6-23-76	Attorneys Partial Bond approved and fd.
7-1-76	Attorney's Report of Sale fd. Order Nisi on Sale fd. Copies mailed and delivered to Carroll County Times for Publication and to Atty.
7-29-76	Printer's Certificate of Publication of Order Nisi on Sale fd.
8-2-76	Order of Court ratifying Sale fd. Copy delivered to Plaintiff's Atty. Record of Proceedings delivered to Auditor.
9-24-76	Auditors account, Order Nisi thereon and vouchers thereto fd.
12-17-76	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

25X 32X 25X

LIBER 92 FAGE 92

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. THREE TEN CORPORATION c/o B. Mann R.F.D. #2 Manchester, Maryland 21102 Defendant.	* * * * * * * * *	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 14081 Docket 26 / 205

* *

BILL TO FORECLOSE REAL ESTATE MORTGAGE

MR. CLERK:

Please docket the above-entitled case, file original Mortgage from The Three Ten Corporation, a body corporate of the State of Maryland, Mortgagor, to Carroll County Bank and Trust Company, Mortgagee, dated March 29, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 536, Folio 714, etc.

This Mortgage is in the original principal amount of $25,000.00 and the principal amount due under said Mortgage as of May 20, 1976, is $25,000.00 plus interest at seven and one-half per cent (7 1/2%) per annum from March 30, 1976.

This Mortgage is in default because of the failure of the Mortgagor to pay quarterly installments of interest due under the terms of said Mortgage.

Please also file Statement of Mortgage Debt and Nonmilitary Service Affidavit.

JAMES WILLARD DAVIS
ATTORNEY NAMED IN MORTGAGE

127 East Main Street
Westminster, Maryland 21157
848-3333/876-2117

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAY 20 3 29 PM '76
CLERK

LIBER 536 PAGE 714
LIBER 92 PAGE 93

MORTGAGE

RECEIPT NO. 3351

THIS MORTGAGE, made this 29 day of March in the year nineteen hundred and seventy-three, by and between THE THREE TEN CORPORATION, a body corporate of the State of Maryland, ----------

hereinafter termed "Mortgagor," and CARROLL COUNTY BANK AND TRUST COMPANY, a body corporate of the State of Maryland, ----------

hereinafter termed "Mortgagee".

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the full sum of TWENTY FIVE THOUSAND DOLLARS ($25,000.00), together with interest to accrue thereon, or on so much thereof as may from time to time remain unpaid, at the rate of seven and one half per cent (7 1/2%) per annum, in consideration whereof and for value received the Mortgagor has made and passed unto the Mortgagee its promissory note of even date herewith, which principal sum the said Mortgagor hereby covenants and agrees to pay unto the said Mortgagee one (1) year from the date hereof, and which interest the said Mortgagor hereby covenants and agrees to pay unto the said Mortgagee quarterly; and WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest and of any renewals or extensions thereof should be secured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar ($1.00) the said The Three Ten Corporation, a body corporate, Mortgagor, does grant and convey unto the said Carroll County Bank and Trust Company, its successors and assigns, in fee simple, all that lot or parcel of land, containing 20,909 square feet of land, more or less, situate, lying and being on the southwest side of Warner Drive in the Sixth Election District of Carroll County, Maryland, said lot being known and designated as Lot No. 2, Block "B" as shown on a Revised Plan and Addition to Section One of "Valley View Development" of record among the Land Records of Carroll County in Plat Book No. 7, Folio 50; and BEING ALL that same lot or parcel of land which, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Carroll County immediately prior hereto, was granted and conveyed by John W. Rill, et al., unto the within Mortgagor.

BEING ALSO a part of all that tract or parcel of land described in a Deed of Cletus L. Warner, et al., dated November 9, 1965 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 398, Folio 29, etc.; SUBJECT, HOWEVER, to the covenants, conditions and restrictions set forth in a Deed of John W. Rill, et al., dated November 3, 1972 and recorded among said Land Records in Liber C.C.C. No. 526, Folio 465, etc.; SUBJECT, FURTHER, to the easements, set-back lines and notations set forth on the aforementioned Revised Plan and Addition to Section One of "Valley View Development".

SHOULD the title to the within mortgaged property be acquired by any person or corporation other than the Mortgagor, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the Mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the Mortgagee.

A late charge of Two Dollars ($2.00) or one-twentieth (1/20) of the total amount of any delinquent or late periodic installment of delinquent principal or interest, whichever is greater, will be made after any delinquency over 15 days.

PROVIDED, however, that the privilege is reserved to the said Mortgagor to pay this debt in whole or in part at any time or times prior to maturity, without penalty or premium, payments as aforesaid to be applied to the reduction of said principal sum, and interest to be charged thereafter only on the unpaid balance.

PROVIDED, that should the Mortgagee, in case of any default by the Mortgagor, pay any taxes, assessments, levies, charges, or any liens whatsoever affecting the mortgaged property, or insurance premiums or for care of the mortgaged property, such payments shall, with interest thereon, and to the extent allowed by law, become part of the mortgage debt hereby secured and be recoverable hereunder.

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 covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured at the option of the said Mortgagee shall be deemed due and payable forthwith, interest thereafter to be charged at the maximum legal rate, and any failure on the part of the Mortgagee to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including any growing crops whatsoever sown on said premises during the existence of this Mortgage.

TO HAVE AND TO HOLD the aforesaid parcel(s) of land, with the improvements and appurtenances aforesaid, unto and to the proper use and benefit of Carroll County Bank and Trust Company, its successors ---------- and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor shall well and truly pay, or cause to be paid, the aforesaid debt or principal sum hereby secured 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 said Mortgagor's 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, or WILLIAM B. DULANY and /or JAMES WILLARD DAVIS, the duly authorized Attorneys or Agents of the said Mortgagee, 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 $500 -- .00 and a commission to the party making the sale of said property equal to the commissions 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 hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, or to such other party as may be entitled to the same.

AND the said Mortgagor 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 him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half 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 does hereby covenant to pay, and the said Mortgagee, or WILLIAM B. DULANY and /or JAMES WILLARD DAVIS, said Mortgagee's Attorneys, 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.

LIBER 92 PAGE 95

LIBER 536 PAGE 716

AND it is agreed that, until default be made in the premises, the said Mortgagor 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 Mortgagor covenants to pay when legally payable.

AND it is agreed that, if at any time all or any portion of the property hereby mortgaged shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation arranged or awarded, or such part thereof as the Mortgagee shall elect to receive, shall be paid directly to said Mortgagee, and applied on the indebtedness hereby secured.

AND the said Mortgagor covenants that he will not cut or remove timber or sod from the premises hereby mortgaged, or in any manner commit waste on or upon the property hereby mortgaged or any improvements thereon during the existence of this Mortgage without the prior approval of Mortgagee, and that he will keep and maintain said property and improvements thereon in at least as good a state of repair as they were in on the date of execution of this Mortgage.

AND the said Mortgagor further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the same amount at least as the original principal sum loaned as aforesaid under this Mortgage, or to the extent that there are insurable improvements on said property, if of less value than the aforesaid amount, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other destruction, to inure to the benefit of the said Mortgagee to the extent of said Mortgagee's lien or claim hereunder

WHENEVER herein used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders. Whenever herein used, the terms, "Mortgagor" and Mortgagee", shall include the respective heirs, executors, administrators, personal representatives, successors and assigns of the party or parties so designated.

AS WITNESS the execution hereof under seal.

IN WITNESS: WHEREOF the said Three Ten Corporation has caused this instrument to be executed in its behalf by the affixing of its corporate seal and the signature of its duly authorized officer.

ATTEST: Michael N. Schleupner Jr. THE THREE TEN CORPORATION
MICHAEL N. SCHLEUPNER JR. (SEAL)

Audrey L. Ballard BY: Samuel Plevinsky V.P. (SEAL)
AUDREY L. BALLARD SAMUEL PLEVINSKY V. P.
(CORPORATE SEAL)

STATE OF MARYLAND, , ss:

I HEREBY CERTIFY, that on this 24th day of March in the year one thousand nine hundred and seventy-three, before me a Notary Public of the State of Maryland, in and for Carroll County ---------- aforesaid, personally appeared _____, _____, of THE THREE TEN CORPORATION, a body corporate of the State of Maryland, ----------

the Mortgagor(s) named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be the act of said/~~XXXX~~ body corporate. And at the same time also appeared _____ _____, _____ and duly authorized officer/agent

CARROLL COUNTY BANK AND TRUST COMPANY, a body corporate of the State of Maryland, ----------

of the within Mortgagee(s), 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 officer/agent of said Mortgagee(s) to make this affidavit.

Audrey L. Ballard, Notary Public
AUDREY L. BALLARD

REC'D. FOR RECORD March 30 1973 AT 12:38 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 92 PAGE 96

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE 127 East Main Street Westminster, Maryland 21157	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14081
THREE TEN CORPORATION c/o B. Mann R.F.D. #2 Manchester, Maryland 21102	*	Docket 26 / 205
Defendant.	*	

* *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Debt of The Three Ten Corporation due James Willard Davis, Attorney Named in Mortgage, on account of original mortgage obligation of the said The Three Ten Corporation, dated March 29, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 536, Folio 714, etc. Said Mortgage is in the original principal amount of $25,000.00, with interest at the rate of seven and one-half per cent (7 1/2%) per annum, payable one year from date of execution with interest at the aforesaid rate payable quarterly.

Three Ten Corporation
c/o B. Mann
R.F.D. #2
Manchester, Maryland 21102

May 20, 1976

Original Amount of Mortgage Loan	$25,000.00
Paid on Balance	0.00
Balance of principal due	$25,000.00
Interest at 7 1/2% from 3/30/76 through 5/20/76	265.71
Total Balance Principal and Interest Due	$25,265.71

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 20th day of May, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument 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 said cause and now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Donna B. Yelton
Notary Public

Donna B. Yelton NOTARY PUBLIC Carroll County, Maryland

LIBER 92 PAGE 98

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
THREE TEN CORPORATION	*	CARROLL COUNTY
Defendant	*	Equity No. 14081 Docket 26/205

* *

A F F I D A V I T

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

On June 21, 1976, the undersigned, in compliance with Rule W74 a 2(b) of the Maryland Rules of Procedure, mailed by Registered Mail, Return Receipt Requested, as well as by regular mail the attached notice of the time, place and terms of the sale of the property known as Warner Drive, Lot No. 2, Block "B" on Revised Plat and Addition to Section One of "Valley View Development", in the Sixth Election District of Carroll County, Maryland, to Three Ten Corporation, at its last known address, namely, R.F.D. #2, Manchester, Maryland 21102. The return receipt in connection with the notice mailed by registered mail was returned to the undersigned showing receipt on June 22, 1976, by Nancy L. Alexander.

JAMES WILLARD DAVIS
ATTORNEY NAMED IN MORTGAGE

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for the County and State aforesaid this 23rd day of June, 1976.

Donna B. Yelton
Notary Public

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUN 23 3 ro PM '76

Donna B. Yelton NOTARY PUBLIC Carroll County, Maryland

LIBER 92 PAGE 99

June 21, 1976 7105-76

Three Ten Corporation
c/o B. Mann
R. F. D. #2.
Manchester, Maryland 21102

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Re: Davis vs. Three Ten Corporation

Gentlemen:

Pursuant to Rule W74 a 2(b) of the Maryland Rules of Procedure, you are hereby advised that your property at Warner Drive, Lot No. 2, Block "B" on Revised Plat and Addition to Section One of "Valley View Development" will be offered for sale on the premises at 2:00 p.m. on Saturday, June 26, 1976.

The terms of the sale are as follows:

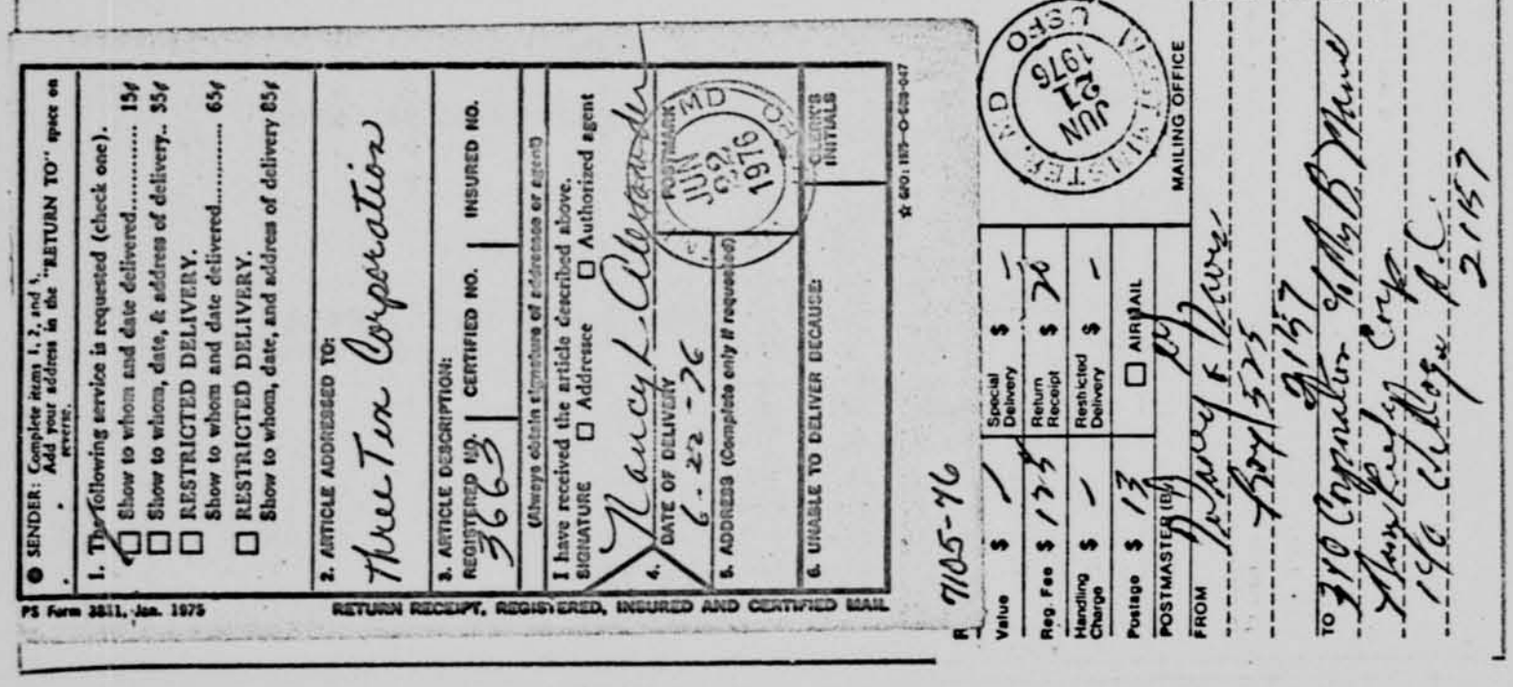
A cash deposit of $3,000.00 will be required of purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Carroll County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, and all other liens or 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, County and State transfer taxes to be paid by purchaser.

Very truly yours,

DULANY and DAVIS

James Willard Davis

JWD/dby



JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14081
THREE TEN CORPORATION	*	Docket 26/205
Defendant.	*	

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Public Sale and Petition for Ratification of James Willard Davis, Attorney named in Mortgage, respectfully represents unto Your Honor:

That pursuant to the power of sale contained in the Mortgage of The Three Ten Corporation to Carroll County Bank and Trust Company, dated March 29, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 536, Folio 714, etc., default having occurred therein, the said James Willard Davis, Attorney Named in Mortgage, after having complied with all prerequisites as required by said Mortgage and by law in authorizing said sale, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Carroll County Times, a weekly newspaper published in Carroll County, at least once each week for three successive weeks, the first such publication not less than twenty days prior to said sale, and the last such publication not more than one week prior to said sale, to wit, on each of the 2nd, 9th, 16th and 23rd days of June, 1976, said Attorney Named in Mortgage did, pursuant to said notice, attend on the premises, on the 26th day of June, 1976, at 2:00 o'clock p.m., and then and there proceeded to sell the said property in manner following, that is to say: --

The said Attorney Named in Mortgage offered at public sale, to the highest bidder, all that property described in the aforesaid Mortgage of The Three Ten Corporation to Carroll County Bank and Trust Company, being the same property described

FILED-JULY 1, 1976

in a Deed of John W. Rill, et al., to The Three Ten Corporation, dated March 29, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 536, Folio 711, etc.

The above property was sold to Albert K. Ross for the sum of THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($32,750.00), he being then and there, and at that price, the highest bidder, and he having paid a deposit of THREE THOUSAND DOLLARS ($3,000.00) and having agreed to pay the full cash balance therefor upon ratification of said sale by This Court, and the said Attorney Named in Mortgage further reports that the said property was fairly sold for the most money which he could obtain for the same to the person herein named, and prays that This Court may ratify the said sale. Copy of Agreement of Sale and Purchaser's Affidavit pursuant to Rule BR6-3 is attached hereto.

All of which is respectfully represented.

JAMES WILLARD DAVIS
ATTORNEY NAMED IN MORTGAGE

127 East Main Street
Westminster, Maryland 21157
848-3333

July 1, 1976

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 1st day of July, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE, and made oath in due form of law that the matters and facts set forth in the above Report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Donna B. Yelton
NOTARY PUBLIC
Carroll County, Maryland

Notary Public

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14081
THREE TEN CORPORATION	*	Docket 26/205
Defendant.	*	

* *

AGREEMENT OF SALE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

THIS IS TO CONFIRM that the undersigned Buyer(s) has/have this 26th day of June, 1976, purchased at public auction from James Willard Davis, Attorney Named in Mortgage, all that lot or parcel of land, containing 20,909 square feet of land, more or less, situate on the southwest side of Warner Drive, in the Sixth Election District of Carroll County, Maryland, known and designated as Lot No. 2, Block "B" as shown on a Revised Plat and Addition to Section One of "Valley View Development"; Being all and the same land described in Deed of John W. Rill, et al., dated March 29, 1973, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 536, Folio 711, etc., subject to covenants, easements and restrictions of record, at and for the sum of THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($32,750.00), of which THREE THOUSAND DOLLARS ($3,000.00) has been paid at the date of signing hereof, the balance to be paid in cash upon final ratification of sale by the Circuit Court for Carroll County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes and other expenses to be adjusted to date of sale, cost of documentary stamps, transfer tax and other settlement expenses at the cost of Buyer.

The undersigned Buyer(s) hereby certified:

1. That HE was/~~were~~ the purchaser(~~s~~) of the said real estate as described above at public sale held this date acting as a principal/agent for HIMSELF and not as an agent for anyone else.

2. That no other parties have an interest as principals in the purchase.

3. That HE did not directly or indirectly discourage anyone from bidding on the property.

AS WITNESS the hand(s) and seal(s) of the said parties.

WITNESS:

Thomas A. Lafferty

Cecil H. Rose (SEAL)
Buyer

LIBER 92 PAGE 103

(SEAL)

Buyer

Address:

15 N. MAIN ST

MT. AIRY MD

21771

JAMES WILLARD DAVIS
ATTORNEY NAMED IN MORTGAGE

SUBSCRIBED AND SWORN to before me this 26th day of June, 1976.

ROBERT H. LENNON NOTARY PUBLIC CARROLL CO., MD.

Notary Public

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14081
THREE TEN CORPORATION	*	Docket 26/205
Defendant.	*	

* *

ORDER NISI

ORDERED, by the Circuit Court for Carroll County this 1ST day of JULY, 1976, that the sale of the property mentioned in these proceedings, made and reported by James Willard Davis, Attorney Named in Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 29TH day of JULY, 1976, provided a copy of this Order be inserted in some newspaper published in this County, once in each of three successive weeks, before the 22ND day of JULY, 1976.

THE REPORT OF SALE states the amount of the sale to be THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($32,750.00).

Charles C. Conaway
CHARLES C. CONAWAY, CLERK

FILED JULY 1, 1976

LIBER 92 PAGE 105

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.

JUL 29 3 29 PM '76

RWBair
CLERK

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
Equity No. 14081
Docket 26-205

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE
Plaintiff
vs.
THREE TEN CORPORATION
Defendant.

ORDER NISI

ORDERED, by the Circuit Court for Carroll County this 1st day of July, 1976, that the sale of the property mentioned in these proceedings, made and reported by James Willard Davis, Attorney Named in Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 29th day of July, 1976, provided a copy of this Order be inserted in some newspaper published in this county, once in each of three successive weeks, before the 22nd day of July, 1976.

THE REPORT OF SALE states the amount of the sale to be THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($32,750.00).

True Copy Test
Charles C. Conaway
Clerk

Charles C. Conaway, Clerk
No. 0081

Office of The Carroll County Times

Westminster, Md., July 22 *1976*

THIS IS TO CERTIFY that the annexed Order Nisi - J.W.Davis vs. Three Ten Corp.
was published for three (3) *successive weeks previous to the* 21st.
day of July *1976*, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Jennie M. Grau

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	CARROLL COUNTY
THREE TEN CORPORATION	*	Equity No. 14081 Docket 26/205
Defendant.	*	

* *

ORDER OF RATIFICATION

ORDERED this 2nd day of August, 1976, that the sale of real estate made and reported to this Court by James Willard Davis, Attorney Named in Mortgage, on the 26th day of June, 1976, be and it is hereby ratified and confirmed, no cause having been shown to the contrary, although due notice appears to have been given as required in said Order Nisi, and the papers and proceedings in the cause are hereby directed to be referred to an Auditor of This Court to state an Account of the Trust Fund in which he shall allow the Attorney Named in Mortgage the usual commissions, and his expenses, for which the Attorney Named in Mortgage shall produce proper vouchers.

E. O. WEANT, JR., Judge

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
AUG 2 3 PM '76
RuBair
CLERK

LIBER 92 PAGE 107

James Willard Davis Attorney named in Mortgage vs. Three Ten Corporation	I I I I I I I	No. 14081 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated August 2, 1976 and filed in this cause, he has stated the within account.

He has charged the Attorney named in Mortgage with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Attorney named in Mortgage his commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Carroll County Bank & Trust Company, in full liquidation of its Mortgage claim, and the balance thereof to Mortgagor.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

RECEIVED
CIRCUIT COURT
CARROLL COUNTY
SEP 24 9 05 AM '76
CLERK

In the Matter of the mortgaged real estate of Three Ten Corporation, a body corporate, Mortgagor, in account with James Willard Davis, Attorney named in mortgage.

DEBIT

Amount received from sale of real estate as shown by Report of Sale filed on July 1, 1976	$ 32,750.00
Amount received as interest on balance of purchase price from date of sale to date of settlement	$ 225.52
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 32,975.52

CREDIT

1.	To James Willard Davis, attorney named in mortgage, for commissions	$ 1,787.50
2.	To The Evening Sun, for advertising sale	$ 158.00
3.	To Landmark Community Newspapers of Maryland, Inc., for advertising sale	$ 136.80
4.	To Thomas R. O'Farrell Agency, for premium on bond	$ 100.00
5.	To Jack Reedy, for auctioneering sale	$ 327.50
6.	To Donna B. Yolton, for Notary fees	$ 4.00
7.	To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale	$ 17.00
8.	To Dulany & Davis, Attorneys, for Registered mail to Three Ten Corp., on notice of sale	$ 1.58
9.	To Tax Collector of Carroll County, for 1975/76 real estate tax adjustment	$ 453.78
10.	To James Willard Davis and William B. Dulany, for attorneys fee as provided in mortgage	$ 500.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library	$ 10.00
Clerk	$ 40.00
Clerk (Recording)	$ 42.00
Auditor	$ 85.00
Copy of audit	$ 1.50

TOTAL AMOUNT RECEIVED BROUGHT FORWARD ----------$ 32,975.52

Clerk (Recording Auditor's Report ----------	$ 12.00		
Auditor's Notices (3) ---------	$ .45		
Filing Vouchers (9) ----------	$ 2.25	$ 193.20	$ 3,679.36

BALANCE FOR DISTRIBUTION ----------$ 29,296.16

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Carroll County Bank and Trust Company, its mortgage claim filed on May 20, 1976 ----------	$ 25,265.71	
Interest from May 21, 1976 to date of audit -	$ 640.60	---------- $ 25,906.31

BALANCE ----------$ 3,389.85

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Three Ten Corporation, Mortgagor, the above balance ----------$ 3,389.85

- 0 -

✓

James Willard Davis, Attorney named in Mortgage	I	No. 14081 Equity.
vs.	I	In the
Three Ten Corporation	I	Circuit Court
	I	for
	I	Carroll County.
	I	

ORDERED, this 24th day of September in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 13th day of October, 1976 ~~, provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Filed Sept 24, 1976

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 17th day of December, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Attorney named in Mortgage is - hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

A B Kelly

O-X

No. 13959 EQUITY Docket 26 Folio 144

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY: SAUNDERS M. ALMOND, JR.
ALMOND

No. 13959 Equity

No. 13959 Equity

VS

COLLINS BROTHERS MASONRY CONTRACTORS, INC
AND
THE INTERNAL REVENUE SERVICE

LIBER 92 PAGE 111

DATE	CLERK'S MEMORANDUM
3-8-76	Order to docket case, Exhibit A, Origianl Mtge., and Exhibit B., Statement of Mortgage Debt fd.
4-13-76	Bond approved and filed.
4-21-76	Report of Sale and Affidavit of Purchaser fd.
4-21-76	Additional Bond approved and filed.
5-17-76	Order Nisi of Publication fd. Copy mailed to Carroll County Times for Publication, copy mailed to Pltffs Atty.
8-13-76	Certificate of Nonattachment of Federal Tax Lien fd. Affidavit of Compliance with Rule W74 (b) fd. Printer's Certificate of Publication of Order Nisi on Sale fd.
8-13-76	Order of Court ratifying Sale fd. Copy mailed to Phaintiff's Atty.
11-26-76	Record of Proceedings delivered to Court Auditor. Petition of State of Maryland, Employment Security Administration, for Allowance fd. Same day, Order of Court granting Petition fd.
12-6-76	Auditor's Account, Order Nisi thereon and Vouchers thereto fd.
12-9-76	Auditor's Corrected Account as to Distribution fd.
12-9-76	Defendant's Petition to Disburse Funds fd.
12-22-76	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

25X 32X 25X

LIBER 92 PAGE 112

SAUNDERS M. ALMOND, JR. Attorney named in Mortgage 407 Mercantile-Towson Bldg. Towson, Maryland 21204	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Complainant	*	CARROLL COUNTY
vs.	*	In Equity
COLLINS BROTHERS MASONRY CONTRACTORS, INC. 903 Gibbons Road Sykesville, Maryland 21784	*	
and	*	
THE INTERNAL REVENUE SERVICE Monacy Shopping Center 922 East Street Frederick, Maryland 21701	*	
Defendants	*	

* * * * * * * * * * *

ORDER TO DOCKET FORECLOSURE
PROCEEDING AND TO FILE EXHIBITS

MR. CLERK:

Please docket the above entitled foreclosure proceeding and file the attached mortgage and statement of mortgage claim as Complainant's Exhibits A and B.

Saunders M. Almond, Jr.
Attorney named in Mortgage
407 Mercantile-Towson Building
Towson, Maryland 21204
825-7600

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAR 9 27 AM '78
CLERK

LIBER 579 PAGE 395

CITY-COUNTY FORM—CONVENTIONAL LIBER 92 PAGE 113

THIS MORTGAGE, Made this 25th day of September, in the year one thousand, nine hundred and seventy-four, between COLLINS BROTHERS MASONRY CONTRACTORS, INC., a corporation duly incorporated under the laws of the State of Maryland, hereinafter called "Mortgagor", and ALLEN T. COLLINS & MARY REGINA COLLINS, his wife, of Carroll County, Maryland, "Guarantors", and the TIMONIUM FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

SEP 27-74 * 26951 ****410.00

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of SIXTY THOUSAND and 00/100 Dollars,

SEP 27-74 A #26951 ****396.00

AND WHEREAS, said Mortgagor, has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of eleven per cent. (11%) per annum in the manner following:

SEP 27-74 A #26950 *****14.00

By the payment of SIX HUNDRED NINETEEN and 32/100 Dollars, commencing on the first day of November, 19 74, and continuing on the first day of each and every month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in the 5th Election District of Carroll County, in said State, and described as follows:

BEGINNING for the same at a stone standing at the end of the seventh line of the whole tract of "Stepney Causeway" thence bounding on the 8th line of said tract with an allowance of 2-3/4 deg. to correct the variation South 39-3/4 deg. west 110-1/2 perches, south 65-1/4 deg. east 160-1/5 perches to intersect the south 25-1/2 deg. west 30 perches line at the end of 19-3/5 perches on said line, then reversely on said line with an allowance of 3/4 of a deg. to correct the variation, north 26-1/4 deg. east 19-3/5 perches to a stone marked No. 3, north 11-3/4 deg. East 20 perches to a stone marked No. 2 north 42-3/4 deg. east 28-2/5 perches to a stone marked No. 1, North 69-1/2 deg. west 43-1/3 perches to a stone, north 19-3/4 deg. east 51 perches to a stone, north 69-1/4 deg. west 96 perches to intersect the south 14 deg. east 18 perches line at the end of 17 perches on said line running with an allowance of 2-3/4 deg. to correct the variation; thence south 11-1/4 deg. east 1 perch to the first mentioned place of beginning, containing 88-1/2 acres of land, more or less.

BEING all and the same lot or parcel of ground which by Deed dated February 21, 1967 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 417 folio 479 was granted and conveyed by Allen T. Collins and Mary R. Collins, his wife, Norman H. Collins and Marianna Collins, his wife, Charles H. Dobson and Edna Mae Dobson, his wife, and Alverta V. Dorsey, unto Collins Brothers Masonry Contractors, Inc., the within Mortgagor.

SAVING AND EXCEPTING the following parcels of land:

1. Deed from Norman R. Collins and Alverta V. Collins, his wife, to The Mayor and City Council of Baltimore, dated June 11, 1949, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 202 folio 55.

2. Deed from Norman R. Collins to George B. Moals and Mary E. Moals, his wife, dated July 14, 1954 and recorded among the Land Records aforesaid in Liber E.A.S. No. 235 folio 226.

"Complainant's Exhibit A"

3. Deed from Norman R. Collins, divorced, to Charles H. Dobson, dated September 25, 1954 and recorded among the Land Records aforesaid in Liber E.A.S. No. 237 folio 506.

4. Deed from Norman R. Collins, widower, to Edward A. Anderson, Trustee, dated September 23, 1958, and recorded among the Land Records aforesaid in Liber E.A.S. No. 295 folio 1.

5. Deed from Norman R. Collins, divorced, to Richard D. Newton and Elsie L. Newton, his wife, dated September 23, 1958 and recorded among the Land Records aforesaid in Liber E.A.S. No. 296 folio 509.

6. Deed from Norman R. Collins, divorced, to Goldie M. Rheubottom, dated November 9, 1954 and recorded among the Land Records aforesaid in Liber E.A.S. No. 239 folio 474.

7. Deed from Norman R. Collins to Luther Williams and Gladys Williams, his wife, dated July 10, 1959 and recorded among the Land Records aforesaid in Liber No. 307 folio 285.

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

To Have and to Hold the said lot --- of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired thereon, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ in fee simple.

ALLEN T. COLLINS and MARY REGINA COLLINS, his wife, join in the execution of this mortgage for the purpose of guaranteeing the payment of all monies due hereunder, as well as for the purpose of guaranteeing the performance of the covenants as set forth herein.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assign-

ment, 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, at the option of the Mortgagee, shall immediately become due and owing as herein provided; (7) that the entire mortgage debt shall become due after any default as herein provided, shall have continued for thirty days; (8) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of $2.00, on each payment more than fifteen days in arrears; (9) to pay a prepayment charge of two months advance interest on the principal amount in excess of one-third of the amount of the original mortgage repaid on the loan in any twelve month period. No prepayment charge will be imposed after the expiration of three years from the date loan was made.

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

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, Maryland Rules of Procedure, and all Local Rules of Court applicable thereto, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto; does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Saunders M. Almond, Jr. its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving notice required by law of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of SIX HUNDRED and 00/100 ($600.00)---------- Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, including interest to date of ratification of Auditor's account, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions, and all Attorney's fees, and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after the advertisement of said property, but before sale thereof.

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

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

WITNESS the ~~hand and seal of the said Mortgagor~~ signature of Allen T. Collins, President of COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate, and the hands and seals of Allen T. Collins and Mary Regina Collins, his wife.

~~WITNESS~~
ATTEST:

COLLINS BROTHERS MASONRY CONTRACTORS, INC.

Blanche S. Montgomery
Blanche S. Montgomery

TEST:
Blanche S. Montgomery
Blanche S. Montgomery

By: Allen T. Collins, President ~~SEAL~~
Allen T. Collins, President

Allen T. Collins SEAL
Allen T. Collins

Mary Regina Collins SEAL
Mary Regina Collins

---------- SEAL

COLLINS BROTHERS MASONRY CONTRACTORS, INC. STATE OF MARYLAND 1964

LIBER 92 PAGE 116

LIBER 579 PAGE 398

ACKNOWLEDGMENT

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

On this 25th day of September 19 74, before me, a Notary Public of said State, personally appeared Allen T. Collins, President of COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate, ----------

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within Mortgage, and who, in my presence signed and sealed the same, acknowledged that they executed the same for the purposes therein contained, as the duly authorized President of said corporation, by signing the name of the corporation by himself as President. At the same time, also personally appeared LEROY C. LERCH, Executive Vice President----------

---

of the party secured by the aforegoing mortgage, and made oath in due form of law that the consideration of said mortgage 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 Mortgagors 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 mortgage; and he further made oath that he is the agent of the party secured by the aforegoing mortgage and as such is duly authorized to make this affidavit.

AS WITNESSETH my hand and Notarial Seal.

Blanche S. Montgomery

Blanche S. Montgomery, NOTARY PUBLIC

My Commission Expires: July 1, 1978.

MORTGAGE

FROM

COLLINS BROTHERS MASONRY CONTRACTORS, INC., a.b.c., "Mortgagor" & ALLEN T. COLLINS & MARY REGINA COLLINS, his wife, "Guarantors"

TO

TIMONIUM FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDED

5th Election District of CARROLL COUNTY, MARYLAND.

Received for Record Sept. 27, 1974 at 8:13 o'clock A.M. Same day recorded in Liber OOC No. 579 Folio 395 etc. one of the Land Records of Carroll County and examined per Charles C. Conaway, Clerk

Cost of Record, $ 14.00

SAUNDERS M. ALMOND, JR.
ATTORNEY AT LAW
407 MERCANTILE-TOWSON BUILDING
TOWSON, MARYLAND 21204

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 25th day of September, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALLEN T. COLLINS and MARY REGINA COLLINS, his wife, Guarantors, named in the foregoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within mortgage, and they acknowledged the foregoing Mortgage to be their act as such Guarantors.

AS WITNESS my hand and Notarial Seal.

Blanche S. Montgomery

Blanche S. Montgomery
NOTARY PUBLIC

My Commission Expires: July 1, 1978.

REC'D FOR RECORD Sept. 27 1974 AT 8:13 O'CLOCK A.M. SAME DAY RECORDED AND RECORD PER CHARLES C. CONAWAY, CLK.

E-116—1M—6-72.

LIBER 92 PAGE 117

SAUNDERS M. ALMOND, JR.
Attorney named in Mortgage
407 Mercantile-Towson Bldg.
Towson, Maryland 21204

VS.

COLLINS BROTHERS MASONRY
CONTRACTORS, INC.
903 Gibbons Road
Sykesville, Maryland 21784
AND
THE INTERNAL REVENUE SERVICE
Monacy Shopping Center
922 East Street, Frederick, Md. 21701

IN THE

CARROLL

Circuit Court for [redacted] County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Saunders M. Almond, Jr., Attorney named in Mortgage

under the mortgage from Collins Brothers Masonry Contractors, Inc.

to Timonium Federal Savings and Loan Association

dated the 25th day of September, 1974, and recorded among the Land Records of CARROLL County in Liber C.C.C. No. 579 Folio 395

Principal	$ 60,004.74
Interest 8/1/74-2/24/76	3,740.34
	$ 63,745.08
Less Credit for expense account	- 123.38
Total due	$ 63,621.70

Interest $18.34 per diem after February 24, 1976.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of February in the year nineteen hundred and seventy-six, before me, the subscriber A Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Saunders M. Almond, Jr., Attorney named in Mortgage,

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.

Blanche S. Montgomery, NOTARY PUBLIC
My Commission Expires: 7/1/78.

"Complainant's Exhibit B"

E-123—1M—8-74.

LIBER 92 PAGE 118

REPORT OF SALE

Saunders M. Almond, Jr.,
Attorney Named in the Mortgage

VS.

Collins Brothers Masonry
Contractors, Inc.,
a body corporate

—IN THE—

CIRCUIT COURT

—FOR—

CARROLL
~~BALTIMORE~~ COUNTY

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

The Report of Sale of Saunders M. Almond, Jr., Attorney Named in the Mortgage,

~~Trustee appointed by the Court~~ in the above entitled cause to make sale of 78.50 acres, more or less, on both sides of Hodges Road, the property described

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his obligation required by law ~~as prescribed by said Court~~, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in Carroll County Times

newspaper, published in ~~Baltimore~~ Carroll County, for more than three successive weeks preceding the day of sale, said Attorney Named in the Mortgage ~~Trustee~~ did pursuant to said notice on Wednesday the 14th day of April, 19 76, at 3:00 o'clock, P. M., attend on the premises and then and there sold the said property containing 78.50 acres, more or less, on both sides of Hodges Road to Rural Landbank, Inc. ~~Mary Brown Bannister~~ who was then and there the highest bidder, at and for the price of $121,500.00, in fee, as shown by the attached affidavit.

Saunders M. Almond, Jr.
Saunders M. Almond, Jr., Attorney Named ~~Trustee~~
in the Mortgage

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 20th day of April, 19 76 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Saunders M. Almond, Jr., Attorney Named in the Mortgage ~~Trustee~~ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Blanche L. Montgomery ~~EXR~~
NOTARY PUBLIC

My Commission Expires: July 1, 1978.

Filed April 21, 1976

LIBER 92 FAGE 119

MILTON J. DANCE COMPANY, Auctioneers, Towson, Md. 21204

IN THE

CIRCUIT COURT OF

CARROLL

~~BALTIMORE~~ COUNTY

(Case No.)

78.50 Acres + or - on Both Sides of Hodges Road

STATE OF MARYLAND COUNTY OF ~~BALTIMORE~~ CARROLL, Sct.:

I HEREBY CERTIFY THAT on this Fourteenth day of April, 19 76, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Harvey ~~[illegible]~~ Bernstein

purchaser at the foreclosure sale in this cause, and made oath in due form of law that He is/~~are~~ the purchaser and purchased same as ~~principal~~ agent for Rural Lands Inc., 4915 Old Court Road, Randallstown, Maryland 21133

and that He has/~~have~~ not directly or indirectly discouraged anyone from bidding for the said Fee Simple From Property

mentioned in the said Report of Sale.

H. Dean Bernstein

Purchaser

Notary Public

LIBER 92 PAGE 120

SAUNDERS M. ALMOND, JR.,
Attorney Named in the Mortgage

vs.

COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate

No. 13959 Docket 26 Folio 144

In The Circuit Court for CARROLL *County*

In Equity

Ordered, this ..... day of ..... 1976 ; that the sales made and reported in the above entitled cause by Saunders M. Almond, Jr., Attorney Named in the Mortgage,

be finally confirmed, unless cause to the contrary thereof be shown on or before the 17th day of June 1976 ; provided a copy of this order be inserted in some newspaper published in Carroll county, aforesaid, once in each of four (4) successive weeks before the 10th day of June 1976.

The report states the amount of sales to be $ 121,500.00

RECEIVED IN CIRCUIT COURT CARROLL CO., MD. MAY 17 8 53 AM '76 CLERK

Charles C Conaway
Clerk

SAUNDERS M. ALMOND, JR.,
Attorney Named in the Mortgage,

vs.

COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate

In The Circuit Court for CARROLL *County*

In Equity

I Hereby Certify, That the annexed Order Nisi, in the above entitled cause was inserted in The Carroll County Times a newspaper published in Carroll county once in each of four (4) successive weeks before the ..... day of June 1976 , as directed in said order.

..... Publisher

LIBER 92 PAGE 121

SAUNDERS M. ALMOND, JR., Attorney Named in the Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate	*	CARROLL COUNTY
	*	Case No. 13959
	*	Docket 26 Folio 144

* * * * * * * * * * *

AFFIDAVIT OF COMPLIANCE WITH
NOTICE REQUIREMENTS OF RULE W 74 (b)

I, Saunders M. Almond, Jr., Attorney Named in the Mortgage, in this proceeding, do hereby make oath that I mailed the original of the enclosed letter unto Mrs. Allen T. Collins (Allen T. Collins having died during 1975) and Collins Brothers Masonry Contractors, Inc. at 903 Gibbons Road, Sykesville, Maryland 21784, as shown by the enclosed Certified Receipt No. 467766 and that it was received by the addressee on April 8, 1976.

Sworn & Subscribed to
this 21st day of
June, 1976.

Saunders M. Almond, Jr.

Blanche S. Montgomery
Blanche S. Montgomery
NOTARY PUBLIC
My Commission Expires: 7/1/78.

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
AUG 13 9 31 AM '76
CLERK

LIBER 92 FACE 122

No. 13959 Docket 26
Folio 144
In The Circuit Court
for Carroll County
In Equity
SAUNDERS M. ALMOND, JR.,
Attorney Named in the Mortgage
vs.
COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate

Ordered, this 17th day of May 1976; that the sales made and reported in the above entitled cause by Saunders M. Almond, Jr., Attorney Named in the Mortgage, be finally confirmed, unless cause to the contrary thereof be shown on or before the 17th day of June 1976; provided a copy of this order be inserted in some newspaper published in Carroll County, aforesaid, once in each four (4) successive weeks before the 10th day of June 1976.

The report states the amount of sales to be $121,500.00.

Charles C. Conaway
Clerk
True Test

No. 0026

Office of The Carroll County Times

Westminster, Md., June 15 *19* 76

THIS IS TO CERTIFY that the annexed equity

was published for 4 *successive weeks previous to the* 10

day of June *19* 76, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Barbara Carter

FILED-AUG 13, 1976

LIBER 92 PAGE 123

SAUNDERS M. ALMOND, JR., Attorney Named in the Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate	:	CARROLL COUNTY
	:	Case No. 13959
	:	Docket 26 Folio 144

ORDER

ORDERED, By the Circuit Court for Carroll County, this 13th day of August, 1976, that the sale made by Saunders M. Almond, Jr., Attorney Named in the Mortgage, for the sale of the Real Estate described in the proceedings in the above entitled cause, and reported by said Saunders M. Almond, Jr. to this Court on the 21st day of April, 1976, 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 that the Attorney Named in the Mortgage be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

E. A. Wise, Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.

AUG 13 9 22 AM '76

R. Bair
CLERK

No. 13959 Equity - CORRECTED ACCOUNT

AS TO DISTRIBUTION

COURT COSTS AS TAXED BY THE CLERK:

Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk [Recording]	$ 36.00		
Clerk [Claim]	$ .50		
Auditor	$ 165.00		
Copy of Audit (1)	$ 1.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices [4]	$ .60		
Filing Vouchers (7)	$ 1.75	$ 267.35	$ 7,968.23

BALANCE FOR DISTRIBUTION ---------- $ 117,784.02

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Internal revenue Service, its lien for taxes, number 76F514, filed on July 6, 1976, and recorded in Carroll County, Maryland, in Federal Tax Lien Docket No. 1, Folio 38; plus interest and penalty for years 1973, 1974, and 1975 ---------- $ 1,240.22

BALANCE ---------- $ 116,543.80

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Department of Human Resources, Employment Security Administration, its claim per Order of Court dated November 26, 1976 ---------- $ 5,342.76

BALANCE ---------- $ 111,201.04

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

TO: Timonium Federal Savings and Loan Association, a body corporate, its mortgage claim filed on March 8, 1976 ---------- $ 63,621.70
Interest from 2/24/76 to date of ratification of Audit ---------- $ 5,444.98 $ 69,066.68 ✓

BALANCE ---------- $ 42,134.36

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Collins Brothers Masonry Contractors, Inc., Mortgagor, the above balance ---------- $ 42,134.36

- 0 -

RWB

DEC 9 1976

LIBER 92 PAGE 125

SAUNDERS M. ALMOND, JR., Attorney Named in the Mortgage	I	No. 13959 Equity.
	I	In the
vs.	I	Circuit Court
COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate	I	for
	I	Carroll County.
	I	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated August 13, 1976, and filed in this cause, he has stated the within account.

He has charged the Attorney named in Mortgage with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Attorney named in Mortgage his ---- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Internal Revenue Service, in full of its claim; the Employment Security Administration, in full of its claim; the Timonium Federal Savings & Loan Association, in full of its mortgage claim; *

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Fitzhugh
Auditor

* and the balance thereof to the Mortgagor.

DEC 9 3 - 00 '76
RWBein

In the Matter of the mortgaged real estate of Collins Brothers Masonry Contractors, Inc., a body corporate of the State of Maryland, in account with Saunders M. Almond, Jr., Attorney named in mortgage.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on April 21, 1976	$ 121,500.00
Amount received as interest on balance of purchase price from April 14, 1976, the date of sale to November 15, 1976, the date of settlement	$ 4,117.25
Amount received as refund for insurance on tenant dwelling	$ 135.00
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 125,752.25

C R E D I T

1.	To Saunders M. Almond, Jr., attorney named in mortgage, for commissions	$ 4,210.00
2.	To Landmark Community Newspapers of Maryland, Inc., for advertising sale	$ 205.20
3.	To The Sunpapers, for advertising sale	$ 56.00
4.	To Baker Insurance, Inc., for premium on bond	$ 482.00
5.	To Milton J. Dance Company, Inc., for auctioneering sale	$ 1,490.00
6.	To Jenifer Agency, Inc., for insurance on tenant dwelling	$ 270.00
7.	To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale	$ 15.20
8.	To Tax Collector of Carroll County, for 1976/77 Tax adj.	$ 372.48
9.	To Saunders M. Almond, Jr., for Attorney's fee as provided in Mortgage	$ 600.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (Recording)	$ 36.00		
Clerk (Claim)	$ .50		
Auditor	$ 165.00		
Copy of Audit (1)	$ 1.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices (4)	$ .60		
Filing vouchers (7)	$ 1.75	$ 267.35	$ 7,968.23

BALANCE FOR DISTRIBUTION ---------- $ 117,784.02

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Internal Revenue Service, its lien for taxes, number 76F514, filed on July 6, 1976, and recorded in Carroll County, Maryland, in Federal Tax Lien Docket No. 1, Folio 38; plus interest and penalty for years 1973, 1974, and 1975 ---------- $ 1,240.22

BALANCE ---------- $ 116,543.80

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Department of Human Resources, Employment Security Administration, its claim per Order of Court dated November 26, 1976 ---------- $ 5,342.76

BALANCE ---------- $ 111,201.04

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

TO; Timonium Federal Savings and Loan Association, a body corporate, its mortgage claim filed on March 8, 1976 ---------- $ 63,621.70
Interest from 2/24/76 to date of ratification of Audit -------- $ 5,115.11 $ 68,736.81

BALANCE ---------- $ 42,464.23

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Collins Brothers Masonry Contractors, Inc., Mortgagor, the above balance ---------- $ 42,464.23

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✓

LIBER 92 PAGE 128

SAUNDERS M. ALMOND, JR., Attorney Named in the Mortgage	I	No. 13959 Equity.
	I	In the
vs.	I	Circuit Court
COLLINS BROTHERS MASONRY CONTRACTORS, INC., a body corporate	I	for
	I	Carroll County.

ORDERED, this 6th day of December in the year Nineteen Hundred and Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 21st day of December, 1976. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

FILED-DEC. 6, 1976

ORDERED, this 22nd day of December in the year Nineteen Hundred and Seventy-, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceedings in this cause~~ and the Attorney named in Mortgage is hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

6-x

No. 13742 EQUITY Docket 26 Folio 33

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY: MCMANUS

GERMANIA FEDERAL SAVINGS AND LAON ASSOCIATION

Equity No. 13742

VS

DONALD R. DUDECK

Equity No. 13742

LIBER 92 PAGE 129

DATE	CLERK'S MEMORANDUM
9-16-75	Petition for Sale of Property, Original Mtge., Statement of Mtge Debt., and Non Military service Affidavit fd. Same day Decree of Court appointing Trustee, George W. McManus, Jr and setting Bond fd. Copy of Decree mailed to Petitioners Atty.
9-22-75	Trustees Bond approved and fd.
11-20-75	Trustees Report of Sale, Affidavit of purchaser, Auctioneers Affidavit and Certification of Notice to Mortgagors fd.
2-11-76	Order Nisi on Sale fd. Copy of Order Nisi mailed to Carroll Couuty Times for publication. Copy mailed to Atty.
3-24-76	Printers Certificate of Order Nisi on Sale fd.
3-24-76	Order Ratifying Sale fd. Copy of Proceedings delivered to Auditor.
9-16-76	Auditors account, Order Nisi thereto and vouchers thereon fd.
12-20-76	Order ratifying Audit fd.

THE PAUL CO., BALTO., MD.

25X 32X 25X

E-116—1M—7-67.

LIBER 92 PAGE 130

PETITION FOR SALE OF PROPERTY

GERMANIA FEDERAL SAVINGS
AND LOAN ASSOCIATION
809 Eastern Boulevard
Baltimore, Maryland 21221
Plaintiff

Vs.

DONALD R. DUDECK
333 Davis Road
Westminster, Maryland 21157

Docket 26 Folio 33
Case No. 13742
Filed

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 13th day of May A.D. 1974 the defendant Executed and delivered to Germania Federal Savings and Loan Association a mortgage upon certain fee simple property in ~~Baltimore~~ Carroll County, therein described, to secure the payment of the mortgage debt of $14,000 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 and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition. That there has been a default on the part of the Mortgagor in that the mortgage is in default for non-payment of principal and interest in accordance with the terms of said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

George W. McManus, Jr.
10 Light St., Baltimore, Md. 21202
727-3645 Attorney for Plaintiff

Filed Sept 16, 1975

LIBER 570 PAGE 321

[DR.—CITY OR COUNTY] LIBER 92 PAGE 131

Mortgage

THIS MORTGAGE, Made this Thirteenth day of May, in the year Nineteen Hundred and Seventy-Four, by and between

DONALD R. DUDECK

MAY 30-74 * 27831 *****12.00

of Carroll County, in the State of Maryland, hereinafter called the ****12.00
Mortgagor, and GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of FOURTEEN THOUSAND and 00/100ths---------- Dollars ($ 14,000.), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and which said sum the said Mortgagor does hereby covenant to repay, with interest at the rate of EIGHT per centum (8 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly installments (including principal and interest) of ONE HUNDRED TWO and 73/100ths----- ----------Dollars ($ 102.73), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of June, 19 74, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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 the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Carroll County (7th District), State of Maryland, and particularly described as follows:

BEGINNING for the same at an iron pin now set on the sixth line of a tract of land called "Friendship Completed" at a distance of 610.50 feet measured reversely along said line in a northwesterly direction from a concrete monument heretofore set at the end thereof, said iron pin also being at the beginning of the second or South 61 degrees East 18 1/2 perch line of the land which by deed dated November 16, 1973 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 558 folio 175 was conveyed by Frederick D. Powell, Jr., and Wife to S.C. Land Company Inc. said iron pin also being at the end of the first or North 25 degrees East 30 perch line of the land which by deed dated May 15, 1957 and recorded among the Land Records of Carroll County in Liber E.A.S. No. 275 folio 558 was conveyed by Harry C. Davis and Wife to Melvin H. Davis and Wife thence running with and binding on said sixth line of said aforementioned tract of land called "Friendship Completed" and also running with and binding on said second line of the first hereinmentioned deed and also running with and binding in part on part of the North 56 degrees 11 minutes West 417.67 foot line, said line being the southwesternmost line of lots 129, 130, 131 and an undeveloped parcel laid out and shown on a Plat of Section D of Fairfield dated October 1, 1963 and recorded among the Plat Records of Carroll County in Liber 5 folio 44, as now surveyed (1) South 56 degrees 20 minutes 23 seconds East 305.25 feet to an iron pin now set at the end of the third or North 25 1/2 degrees East 30 perch line of the land which by deed dated October 25, 1852 and recorded among the Land Records of Carroll County in Liber J.B.B. No. 14 folio 149 was conveyed by George Trumbo, Trustee to George Noel thence running reversely with and binding on said third line and also running with and binding on the third line of the first hereinmentioned deed, as now surveyed (2) South 30 degrees 58 minutes 29 seconds West 488.92 feet to an iron pin now set at a distance of 16.5 feet, more or less, measured at right angles in a northeasterly direction from the existing centerline of the 9 foot wide dirt bed of an alley (known as Davis Road) thence running along the northeast side of said alley and also running with and binding on the fourth line of the first hereinmentioned deed, as now surveyed (3) North 56 degrees 20 minutes 23 seconds West 247.50 feet to an iron pin now set at a distance of 7 feet, more or less, measured at right angles in a northeasterly direction from the existing centerline of said

PETITIONER'S EXHIBIT NO. 1

alley thence running with and binding on the first line of the first hereinmentioned deed and also running with and binding on the first line of the second hereinmentioned deed, as now surveyed (4) North 24 degrees 16 minutes 56 seconds East 495.00 feet to the place of beginning. Containing 3.099 Acres, more or less, as now surveyed by EVANS, HAGAN & HOLDEFER, INC. The improvements thereon being known as No. 333 Davis Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto was granted and conveyed by Frederick D. Powell, Jr. and Mona M. Powell, his wife to Donald R. Dudeck, the within mortgagor.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on or about said premises; it being agreed that for the purposes of this Mortgage, the same shall be deemed permanent fixtures; and all rents, issues and profits accruing from the premises hereby mortgaged.

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

PROVIDED, that if the said Mortgagor, his, her, its or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is a Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided, together with, and in addition to, the monthly payments of principal and interest payable under the terms of this mortgage, the Mortgagor agrees to pay to the Mortgagee on the first day of each month, until the said mortgage debt is fully paid, a sum equal to one-twelfth ($\frac{1}{12}$th) of the yearly aggregate of any and all ground rent, taxes, insurance premiums, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, as estimated by the Mortgagee. Any deficiency in the amount of such aggregate monthly payment, unless paid by the Mortgagor prior to the due date of the next monthly payment, shall constitute a default under this Mortgage. In the event of said default by said Mortgagor, the Mortgagee may, in addition to the terms of the default provision hereunder, pay said sum, and any sum so paid by the Mortgagee may be added to the mortgage debt hereby secured and shall bear interest at the rate provided for in the principal indebtedness from date of payment. In the event the Mortgagee requires or agrees to provide for life, accident and sickness, or any special type of insurance, the premium, unless paid in advance by the Mortgagor, may be advanced by the Mortgagee and may be added to the principal debt hereby secured, shall bear interest at the rate herein provided, and shall be due and payable on demand by the Mortgagee.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns. The Mortgagor will permit the Mortgagee, its successors or assigns, to make inspections of said mortgaged premises at such times as the Mortgagee may deem necessary in order to determine the condition of repair of the said premises, and upon the failure of the Mortgagor, to so permit said inspection or 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 Mortgagor to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a default of this Mortgage.

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

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

5. Upon any default in any of the covenants of this Mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a Receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a Receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

6. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. Unless the Mortgagor is a corporation or this mortgage loan is or is deemed to be a commercial loan or is for a commercial purpose, 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 of settlement.

9. Unless the Mortgagor is a corporation or this mortgage loan is or is deemed to be a commercial loan or is for a commercial purpose, Mortgagor agrees 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. Mortgagee shall not be required to accept any late or delinquent payment unless it is accompanied by the late or delinquent charge required hereunder.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-Five dollars for his services in and about the collection of the said mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale hereinafter authorized.

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

THE 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.

It is hereby mutually agreed by Mortgagor and Mortgagee that no accounting of sums paid by Mortgagor in applying same to interest shall be admissible in any court of law or binding upon the parties hereto if any claim of usury is made because it is the intention of the parties hereto that no interest shall be charged the Mortgagor which may be deemed to be usurious, and so if any sums charged as interest hereunder may, in the sole opinion of Mortgagee, or by any court of law, be deemed to be usurious under House Bill No. 11 (1968) or amendments thereto presently unconstrued by any court of law, then such sums which may then be deemed to be usurious shall be considered to be then and there automatically and ab initio applied to the reduction of the principal of the mortgage. In the event this mortgage is released, the obtaining of the release from the Mortgagee shall be deemed to be a waiver and release of any claim of usury.

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.

LIBER 570 FAGE 324 LIBER 92 FAGE 134

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

WITNESS:

Glenn Bristow

Donald R. Dudeck (SEAL)

Donald R. Dudeck

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 13th day of May, 19 74, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared DONALD R. DUDECK

the above named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act;

At the same time also personally appeared GEORGE W. McMANUS, JR.

the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit and that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors 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 mortgage.

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

Glenn Bristow

Glenn Bristow Notary Public

My commission expires 7/1/74

GLENN BRISTOW NOTARY PUBLIC BALTIMORE CITY, MD.

RECD. FOR RECORD May 30 1974 AT 1:58 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

Mortgage

FROM

DONALD R. DUDECK

TO

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

INDEXED

Received for record May 30 1974 at 1:58 o'clock P.M. and same day recorded among the LAND RECORDS, of Carroll County in Liber C.C.C. No. 570 Folio 321 &c. and Ex'd. per

Charles C. Conaway Clerk

GEORGE W. McMANUS, JR.
Attorney at Law
10 Light Street
Baltimore, Maryland 21202

2159-C

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
MAY 30 1 58 PM '74

LIBER 92 FACE 135

STATEMENT OF MORTGAGE CLAIM

GERMANIA FEDERAL SAVINGS
AND LOAN ASSOCIATION
809 Eastern Boulevard
Baltimore Maryland 21221

vs.

DONALD R. DUDECK
333 Davis Road
Westminster, Maryland 21157

IN THE

CIRCUIT COURT

— OF —

CARROLL COUNTY

STATEMENT OF MORTGAGE DEBT

Principal Balance due	$14000.00
Plus interest accrued to 8/31/75	443.87
Expenses advanced	---
	$14443.87

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 10th day of September in the year nineteen hundred and seventy-five, before me, a NOTARY PUBLIC of the State of Maryland, in and for said City of Baltimore, personally appeared Donald F. Quinn, Executive Vice President of Germania Federal Savings and Loan Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Rosalie Brown
Notary Public

ROSALIE BROWN NOTARY PUBLIC BALTIMORE CITY, MD.

E-117—2M—7-69.

LIBER 92 FAGE 136

Decree in Circuit Court for Carroll County.

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION
809 Eastern Boulevard
Baltimore, Maryland 21221

Vs.

DONALD R. DUDECK
333 Davis Road
Westminster, Maryland 21157

DOCKET 26 FOLIO 33

CASE NO. 13742

FILED

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

TERM, 19

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, This 16th day of September, in the year nineteen hundred and seventy-five, by the Circuit Court of Carroll 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 George W. McManus, 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 Fifteen 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~~ Carroll, 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 $2,000.00 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 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.

E. A. Kaufman Jr.
JUDGE

Filed Sept 16, 1975

E-123—1M—2-70.

LIBER 92 PAGE 137

REPORT OF SALE

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

DONALD R. DUDECK

—IN THE—

CIRCUIT COURT

—FOR—

CARROLL COUNTY

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

The Report of Sale of George W. McManus, Jr. Trustee appointed by the decree in the above entitled cause to make sale of 333 Davis Road, the fee simple property

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

newspaper, published in Carroll County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 12th day of November, 19 75, at 1:00 o'clock, P. M., attend on the premises and then and there sold the aforesaid property described in said Mortgage to Elias N. Davis for the sum of $14,500.00, said property being known as 333 Davis Road, Westminster, Carroll County, Maryland, and being more particularly described in the Mortgage filed in these proceedings.

Trustee.

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this 18th day of November, 19 75, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George W. McManus, Jr. 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.

Muriel J. Davidson ~~J. P.~~
NOTARY PUBLIC

MURIEL J. DAVIDSON NOTARY PUBLIC BALTIMORE, MD.

LIBER 92 PAGE 138

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 Set:

I HEREBY CERTIFY, that on this 12th Day of November, 1975, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, ~~Baltimore County~~ personally appeared

ELIAS N. DAVIS

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.

333 DAVIS ROAD, WESTMINSTER, CARROLL COUNTY, MARYLAND

Elias N. Davis
Purchaser

Purchaser

(SEAL) Bruce P. Lemmon
Notary Public

BRUCE P. LEMMON NOTARY PUBLIC BALTIMORE CITY, MD.

MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION 809 Eastern Boulevard Baltimore, Maryland, 21221	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
	:	CARROLL COUNTY
vs.	:	Docket 26 Folio 33 Case No. 13742
DONALD R. DUDECK 333 Davis Road Westminster, Maryland, 21157	:	
	:	
Defendant	: : :	

CERTIFICATION OF NOTICE TO MORTGAGORS

Philip O. Tilghman, attorney for George W. McManus, Jr., Trustee in these proceedings, hereby certifies that a notice was mailed on October 27, 1975, by certified mail, No. 098924, to the Mortgagor, Donald R. Dudeck, at his last known address, notifying him of the time, place and terms of the sale, also as shown on said letter, which is attached hereto as a part hereof, together with the original envelope which was returned by the post office marked "refused".

And further, the undersigned certifies that from a telephone conversation with the Mortgagor, he knows that said Mortgagor knew of the time, place and terms of said sale between five (5) days and twenty (20) days prior thereto.

I hereby certify under penalties of perjury that the matters and facts stated in the aforegoing Certificate of Compliance are true and correct.

Philip O. Tilghman

Philip O. Tilghman, Affiant

LIBER 92 PAGE 140

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	CARROLL COUNTY
DONALD R. DUDECK	:	Docket: 26
Defendant	:	Folio: 33
	:	File No: 13742

: : :

ORDER NISI

ORDERED, by the Circuit Court for Carroll County, this 11th day of February, 1976, that the sale of the property mentioned in these proceedings, made and reported by George W. McManus, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of March, 1976; provided a copy of this Order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks, before the 10th day of March, 1976.

The report states the amount of sale to be $14,500.00.

Charles C. Conaway Clerk

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
FEB 11 P 3 22 PM '76
Ed L. Kelly Jr. CLERK

Publish Feb 24th, March 2nd + 9th

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
Docket: 26
Folio: 33
File No: 13742
GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION
Plaintiff
vs.
DONALD R. DUDECK
Defendant
ORDER NISI

ORDERED, by the Circuit Court for Carroll County, this 11th day of February, 1976, that the sale of property mentioned in these proceedings, made and reported by George W. McManus, Jr., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of March, 1976; provided a copy of this Order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks, before the 10th day of March, 1976.

The report states the amount of sale to be $14,500.00.

Charles C. Conaway
Clerk
True Test

LIBER 92 PAGE 141

Office of The Carroll County Times

Westminster, Md., March 10 *1976*

THIS IS TO CERTIFY that the annexed ORDER NISI-Germania Federal vs. Donald R. Dudeck *was published for* three (3) *successive weeks previous to the* 9th *day of* March *19* 76, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Barbara McCleymont

Filed March 24, 1976

25X 32X 25X

LIBER 92 PAGE 142

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DONALD R. DUDECK	*	CARROLL COUNTY
Defendant	*	Docket: 26
		Folio: 33
	*	No: 13742
	*	

* * * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Carroll County, this 24th day of March, 1976, that the sale of the property mentioned in these proceedings, made and reported by George W. McManus, Jr., Trustee, be, and the same, is ratified and confirmed; no cause to the contrary having been shown although notice by publication has been given according to law.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAR 24 9 48 AM '76
CLERK

LIBER 92 PAGE 143

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff vs. DONALD R. DUDECK Defendant	I	No. 13742 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated March 24, 1976, -- and filed in this cause, he has stated the within account.

He has charged the Trustee ---------- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Trustee his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the said Germania Federal Savings and Loan Association, Mortgagee, in partial liquidation of its mortgage claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

E. Gordon Roberts
Auditor

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
SEP 16 10 57 AM '76
C. F. Kelly
CLERK

In the Matter of the mortgaged real estate of Donald R. Dudeck, Mortgagor, in account with George W. McManus, Jr., Trustee.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on November 20, 1975	$ 14,500.00
Amount received as interest on balance of purchase price from date of sale to date of settlement	$ 136.11
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 14,636.11

C R E D I T

1.	To George W. McManus, Jr., Trustee, for commissions	$ 875.00
2.	To Auto Home Ins. Agency, Inc., for premium on bond	$ 60.00
3.	To Landmark Community Newspapers of Md., Inc., for advertising sa le	$ 148.20
4.	To Sun Papers, for advertising first sale	$ 74.98
5.	To Sun Papers, for advertising second sale	$ 191.82
6.	To The Carroll County Times, for second newspaper publication required in advertising sale	$ 142.50
7.	To Alex Cooper Auctioneers, Inc., for auctioneering sale	$ 365.00
8.	To Tax Collector of Carroll County, for County and State tax adj. for 1975/76 taxes	$ 32.46
9.	To Landmark Community Newspapers of Md., Inc., for Nisi on Sale	$ 17.00
10.	To George W. McManus, Jr., for judgment reports	$ 3.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library	$ 10.00
Clerk	$ 40.00
Clerk (Recording)	$ 48.00
Auditor	$ 75.00
Copy of audit	$ 1.50
Clerk (Recording Auditor's Report)	$ 12.00

Auditor's Notices (3) ----------	$ .45		
Filing Vouchers (8) ----------	$ 2.00	$ 188.95	$ 2,098.91
BALANCE FOR DISTRIBUTION ----------			$ 12,537.20

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Germania Federal Savings & Loan Association, Mortgagee, its mortgage claim filed on September 16, 1975 ----------	$ 14,443.87		
Interest from September 1, 1975, to date of ratification of sale -----	$ 634.62	$ 15,078.49	
ABOVE BALANCE ----------		$ 12,537.20	$ 12,537.20
DEFICIT ----------		$ 2,541.29	$ - 0 -

NOTE:

The delay in stating this account was due to the fact that the vouchers were not received from the Trustee until September 12, 1976. Also interest was calculated to date of ratification instead of to the date of audit due to the reason stated.

✓

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff vs. DONALD R. DUDECK Defendant	I	No. 13742 Equity. In the Circuit Court for Carroll County.

ORDERED, this 16th day of September in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 1st day of October, 1976. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

Filed Sept 16, 1976

ORDERED, this 20TH day of DEC., in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order~~ and the Trustee is ----------hereby authorized to pay out the trust funds accordingly.

Charles C. Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

FILED DEC. 20, 1976

0-x

No. 14138 EQUITY Docket 26 Folio 236

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:

Weller

HENRY H. WOLF

vs.

Unknown heirs at law of
LEVI H. STAIR, a/k/a/
LEVI H. STEAR
and
All other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiffs Bill of Complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.

No. 14138 Equity

No. 14138 Equity

LIBER 92 PAGE 147

DATE	CLERK'S MEMORANDUM
7-8-76	Bill to Quiet Title fd. Order of Publication fd. Copies of Order of Publication mailed to Carroll Co. Times for Publication and to Plaintiff's Atty.
9-17-76	Printers Certificate of Order of Publication fd.
9-17-76	Plaintiffs Petition for Decree Pro Confesso fd. Same day Decree Pro Confesso fd. Copy delivered to Pltffs Atty.
10-4-76	Hearing had andtestimony taken before the Master.
11-30-76	Report and Recommendation of Master fd.
12-13-76	Decree of Court fd. Copy (2) delivered to Plaintiffs Atty.

THE PAUL CO., BALTO., MD.

25x 10 32x 10 25x 10

Henry H. Wolf 1311 Cherrytown Road Westminster, Md. 21157	:	No. 14136 Equity
Plaintiff	:	In The
vs.	:	
Unknown heirs at law of Levi H. Stair, a.k.a. Levi H. Stear	:	Circuit Court
and	:	For
All other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's Bill of Complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto	:	Carroll County Docket No. 26 Folio 236
Defendants	:	

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Henry H. Wolf, the petitioner herein, respectfully represents:

1. That during the year 1926 your petitioner, Henry H. Wolf, purchased at public auction sale the following described real estate near Black's Schoolhouse Road, west of Black's Corner, in Myers (3rd) Election District of Carroll County, Maryland, and described as follows:

BEGINNING at a corner of lands of Nelson Koontz and Ira Crouse lands, thence

(1) North 17 degrees West, 62.1 perches to a stone at corner of lands of Ira Crouse and James Snyder; thence

(2) North 58 degrees East, 19.1 perches to a stone at corner of lands of James Snyder and Dr. Stover; thence

(3) South 9 degrees East, 70.2 perches to a stone at corner of land of Dr. Stover and Nelson Koontz; thence

(4) North 82 degrees West, 6 perches to the beginning and containing 5 acres and 42 square perches of land, more or less.

2. That the said Henry H. Wolf acquired the above described land at public auction and an examination of the tax records of Carroll County

FILED-JULY 8, 1976

revealed that on or about September 16, 1926, said property was transferred to Henry H. Wolf for the purpose of having a deed to said land recorded among the Land Records of Carroll County but through some oversight or neglect the deed was never recorded among said Land Records.

3. That your petitioner retained the deed to said land in his possession until some time in 1934 when his home and contents including the above mentioned deed were totally destroyed by fire.

4. That your petitioner was unaware that said deed was never recorded among the Land Records of Carroll County until the year 1974 when he attempted to convey to his son the land mentioned and described herein.

5. That your petitioner has been in sole, complete, actual, open, notorious, hostile, exclusive and continuous undisputed possession of said real estate for almost fifty years prior to filing this Bill of Complaint, under color of title and ownership thereof adverse to anyone who may have or assert a claim against it; and that his title in and to said real estate is prior and paramount to that of anyone.

6. That your petitioner has no adequate remedy at law to quiet title to said real estate.

WHEREFORE, your petitioner prays your Honorable Court to pass an Order declaring him to be the absolute owner of the property mentioned herein, and that your petitioner may have such other or further relief as the nature of his case may require.

L. Awalt Weller

L. Awalt Weller
35 Court Place
Westminster, Maryland 21157
848-1111

Attorney for Plaintiff

Henry H. Wolf

Henry H. Wolf
Plaintiff

LIBER 92 PAGE 150

Henry H. Wolf 1311 Cherrytown Road Westminster, Md. 21157	:	No. 14138 Equity
Plaintiff	:	In The
vs.	:	
Unknown heirs at law of Levi H. Stair, a.k.a. Levi H. Stear	:	Circuit Court
and	:	For
All other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's Bill of Complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto	:	Carroll County Docket No. 26 Folio 236
Defendants	:	

ORDER OF PUBLICATION

The object of this suit is to procure a Court decree establishing that Henry H. Wolf is the absolute owner in fee simple of all that tract or parcel of land situate near Black's Schoolhouse Road, west of Black's Corner, in Myers (3rd) Election District of Carroll County, Maryland, held adversely by the said Henry H. Wolf for more than twenty years.

The Bill of Complaint recites that Henry H. Wolf purchased said property in 1926 and received a proper deed therefor; that said property was transferred to the said Henry H. Wolf on or about September 16, 1926, according to the records in the office of the County Commissioners of Carroll County, Maryland; that said deed through some oversight or neglect was never recorded among the Land Records of Carroll County; that the said Henry H. Wolf has been in sole, complete, actual, notorious, hostile, exclusive and continuous undisputed possession of said property for more than twenty years under color of title and ownership adverse to anyone; that there is no adequate remedy at law.

The Bill of Complaint prays that the title to said real estate be established in the name of Henry H. Wolf and against any and all adverse claims; that the petitioner be entitled to the quiet and peaceful possession thereof; that the title be forever quieted in the name of the petitioner as

FILED. JULY 8, 1976

against all claims; that any and all persons be barred and forever estopped for claiming any right, title, or interest in said property; and for such other and further relief as the nature of his case may require.

It is thereupon this 8TH day of July, 1976, by the Circuit Court for Carroll County sitting as a Court of Equity, ORDERED, that notice be given by publication of a copy of this Order in some newspaper having general circulation in Carroll County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court on or before the 7TH day of SEPTEMBER, 1976, in person or by attorney and to answer the Bill of Complaint, or thereafter a final decree may be rendered declaring the petitioner to be entitled to the quiet and peaceful possession of the real estate mentioned therein against all claims of anyone and that all other persons be barred and forever estopped from claiming any right, title or interest in said real estate adverse to the petitioner.

Charles C. Conaway
Clerk of the Circuit Court for
Carroll County

Henry H. Wolf 1311 Cherrytown Road Westminster, Md. 21157	:	No. 14138 Equity
Plaintiff	:	In The
vs.	:	
Unknown heirs at law of Levi H. Stair, a.k.a. Levi H. Stear	:	Circuit Court
and	:	For
All other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's Bill of Complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto	:	Carroll County Docket No. 26 Folio 236
Defendants	:	

PETITION AND ORDER FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Henry H. Wolf, Plaintiff, in the above entitled cause, by L. Awalt Weller, his solicitor, respectfully represents:

1. That the Plaintiff filed his Bill to Quiet Title in the above entitled cause on July 8, 1976.

2. That an Order of Publication was issued by this Honorable Court on July 8, 1976, giving notice by Publication in some newspaper having general circulation in Carroll County once a week for four successive weeks, warning all persons interested in the property mentioned in said proceedings to be and appear in this Court on or before September 7, 1976, in person or by attorney, to answer the Bill of Complaint.

3. That the said Order of Publication was published in the Carroll County Times for four successive weeks prior to the 14th day of August, 1976, as evidence by the Certificate of Publication attached hereto and made a part hereof.

4. That no answer or other defense was filed on or before the 7th day of September, 1976, as required by the Order of Publication and by the rules of this Court and your petitioner is advised that he is entitled to have the same taken pro confesso against the defendants and all other persons

Filed Sept 17, 1976

claiming any right, title, lien or interest in the real property described in said Bill of Complaint.

Wherefore, your petitioner respectfully prays this Honorable Court for a decree pro confesso.

And as in duty bound, etc.

L. Awalt Weller
L. Awalt Weller
Solicitor for Plaintiff

STATE OF MARYLAND)
) ss:
COUNTY OF CARROLL)

I hereby certify that on this 17th day of September, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared L. Awalt Weller, Solicitor for Henry H. Wolf, the Plaintiff in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct to the best of his knowledge and belief; and that he has personal knowledge of the facts therein set forth and that he is authorized to make this affidavit.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

Margaret Hoch Stoner
Notary Public

DECREE

It appearing from the proceedings in this cause that the unknown heirs or any other person failing to appear either in person or by solicitor and answer the Bill of Complaint filed against him, it is thereupon this 17th day of September, 1976, by the Circuit Court for Carroll County sitting as a Court of Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be and the same is hereby taken pro confesso against the said Defendants.

E. O. Weant, Jr., Judge

HENRY H. WOLF Petitioner -v- UNKNOWN HEIRS AT LAW OF LEVI H. STAIR, a/k/a LEVI H. STEAR and ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE PLAINTIFF'S BILL OF COMPLAINT ADVERSE TO PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO.	NO. 14138 EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY.

October 4, 1976.

Hearing had and testimony taken before Marker J. Lovell, Esquire, Master.

L. Awalt Weller, Esquire, attorney for the Plaintiff.

Mr. Weller: This case was taken on a Decree Pro Confesso and also under an Order of Publication.

Mr. Lovell: Proceed.

Thereupon,

HENRY H. WOLF

was called as a witness, and after having been sworn, was examined and testified as follows:

Mr. Clerk: State your name and address.

A. Henry H. Wolf, Westminster, Route 1.

By Mr. Weller:

Q. Mr. Wolf, how long have you resided in Carroll County, Maryland?

A. All my life.

Q. And how old are you?

A. October the 26th, 1890.

Mr. Lovell: October 26th?

Mr. Weller: Yeah, October 26th, -

A. 1890.

Q. In the year of 1923 or '24, did you buy a piece of property from Levi H. Stair, also known as Levi H. Stear?

A. The place was sold after his death, the heirs sold it and I bought it.

Q. And where is that property located?

A. Near Black's Schoolhouse.

Q. And do you know how many acres are in it?

A. Five acres.

Q. And did you get a deed for it?

A. Yes.

Q. And what did you do with the deed?

A. I didn't get down to have it - down in records, and then I moved out of the house and didn't get everything moved and I rented it and the party that rented it burned it down, so the deed was burnt by the fire in the house. So that puts me out altogether.

Q. Well, how long have you been paying taxes on the property?

A. Every since it was sold at public sale.

Q. And that was 1923 or '24?

A. As near as I can remember, yes.

Q. And you've paid the taxes every since then?

A. Well, the last year I didn't get down to pay the tax, there was a year standing as I remember right.

Q. But you have paid them up to that time?

A. Yes. I think my son has got everything straightened out right now, I think he paid the taxes.

Q. And you've considered that your property all along?

A. Yes.

Q. Fifty some years?

A. Yes.

Mr. Weller: I have no further questions.

By Mr. Lovell:

Q. Did you ever go over to the tax office and have them transfer it or did you just get the bill for taxes in the name of Stair?

A. No, the tax bill come in my name, Henry Wolf.

Q. Had you been over to the tax office following your purchase at public sale to have it changed?

A. No, I didn't get that done, I, at that time I worked for the telephone Company and and I didn't get down.

Q. The sale was advertised and sold at public - this property was advertised in the paper and sold at public sale?

A. Yes ____ and I bought it at public sale.

Q. Do you know who the heirs were that sold it?

A. I don't remember all of them but one was - I just can't recall his name now. It's so long ago, I just don't remember.

Q. That's all right.

Mr. Lovell: Thank you.

Thereupon,

LYDELL WOLF

was called as a witness, and after having been sworn, was examined and testified as follows:

Mr. Clerk: State your name and address.

A. Lydell Wolf, 1272 Cherrytown Road, Silver Run.

By Mr. Weller:

Q. Mr. Wolf, you are the son of Henry H. Wolf who was just on the stand?

A. That's correct.

Q. And, are you acquainted with the property that your father purchased?

A. Yes I am, we go up several times a year, my wife and my boys and I just walk around through the woodland.

Q. And, as far as you can recall, your father has owned that property a number of years?

A. Every since I can remember and I was born in '31.

Q. Now, he said that he paid the taxes from 19 - from the time he acquired it up until the last years, did you pay the taxes the last two years?

A. Well, longer than that really.

Q. Longer than that?

A. Yes.

Q. But the taxes are paid up current?

A. The taxes are paid.

Mr. Weller: I have no further questions.

Mr. Lovell: I have no questions.

Thereupon,

L. AWALT WELLER

was called as a witness, and after having been sworn, was examined and testified as follows:

Mr. Clerk: State your name and address.

Mr. Weller: L. Awalt Weller, 35 Court Place, I've been practicing law in Carroll County since November of 1945, and a year or so ago I made a title examination of the property involved and I found that Levi Stair acquired this property in 1904, along with - he had acquired other property in 1880 and in 1903 he sold off a part of other property he had acquired but he had never conveyed the property in question he received from a man by the name of Rickell. I checked the records in the Record Room and I found in September, 1926, the property was transferred over to Henry H. Wolf and I'd like to offer a photo copy of the record as Plaintiff's Exhibit One. (The transfer record is accepted into evidence and marked Plaintiff's Exhibit No. 1.)

Mr. Weller: -

Mr. Lovell: What is the deed reference for the conveyance of this five acres and 32 perches dated 1904 I believe you said, when it was conveyed to Mr. Wolf, Henry Wolf.

Mr. Weller: No.

Mr. Lovell: No, conveyed to Stair. Levi H. Stair.

Mr. Weller: That was a deed from Louisa M. C. Forrest, et al, dated April the 20th, 1914, and it's in Liber O.D.G. No. 124, folio 489, with a metes and bounds description showing five acres and 42 square perches.

Mr. Lovell: Andthat was conveyed in 1914, you say?

Mr. Weller: Yes sir.

Mr. Lovell: In 1914, and it was conveyed to Levi H. Stair and it covers the five acres plus -

Mr. Weller: Five acres and 42 square perches. Do -

Mr. Lovell: Do you have a copy of that deed?

Mr. Weller: No I do not. I have copies of others, but I don't have that. I have an abstract I made at the time.

Mr. Lovell: Fine, if you would like to introduce that into evidence and then I think that you should present to us following the hearing a certified copy of this deed, because it's the only one that, in other words, that the last description of the property that's of record, is that correct?

Mr. Weller: That's correct.

Mr. Lovell: All right, thank you.

(The abstract is accepted into evidence and marked Plaintiff's Exhibit No. 2.)

Mr. Lovell: And there has been no off-conveyances - from this particular tract?

Mr. Weller: No sir.

Mr. Lovell: In other words, the full five acres plus remains?

Mr. Weller: I checked a run-down sheet from 1884 to 1976.

Mr. Lovell: Do you have a copy of the run-down?

Mr. Weller: Yes sir.

Mr. Lovell: Would you like to introduce that into evidence?

Mr. Weller: All right.

(The run-down sheet is accepted into evidence and marked Plaintiff's Exhibit No. 3.)

Mr. Lovell: That can be photocopied and returned.

Mr. Lovell: Now, your Exhibit Number One which is - shows a transfer from Levi Stair to Henry H. Wolf -

Mr. Weller: No. Louisa Forrest to Levi Stair. Yeah, this is a copy of the transfer records.

Mr. Lovell: From - the transfer records over in the County Office Building?

Mr. Weller: Right. I have Mrs. Lindsay to testify.

Mr. Lovell: All right, thank you.

Thereupon,

DORIS LINDSAY

was called as a witness, and after having been sworn, was examined

and testified as follows:

Mr. Clerk: State your name and address.

A. Doris Lindsay, 222 John Hyde Road, Westminster.

By Mr. Weller:

Q. Mrs. Lindsay, what is your occupation?

A. I'm the Transfer Clerk in the County Assessment Office.

Q. Now, do you have with you the transfer book showing the ___ of 1926?

A. I do.

Q. And will you turn to the page showing the Stair property. And what does that show?

A. It shows that it had been in the name of Levi Stair and it was transferred to Henry H. Wolf 9-17-26.

Q. Now, ____ the records, it shows that that property was still assessed in the name of Henry H. Wolf?

A. I do.

Mr. Weller: Thank you.

By Mr. Lovell:

Q. Is there any reference as to whether or not the property is improved or has been improved?

A. We do not have it posted as improved.

Mr. Lovell: All right, thank you.

Thereupon,

GRACE B. HARRIS

was called as a witness, and after having been sworn, was examined and testified as follows:

Mr. Clerk: State your name and address.

A. Grace B. Harris, 534 Stone Road, Westminster.

By Mr. Weller:

Q. Mrs. Harris, what is your occupation?

A. I'm Tax Collector for Carroll County.

Q. How long have you been in the Tax Collector's Office?

A. This December 1st will be thirty years.

Q. And do you have with you records showing the property in

question being billed to Henry H. Wolf?

A. In the year of 1958 through to the current year.

Q. In 1958?

A. Yes sir.

Q. Nothing prior to that?

A. No sir.

Q. Are those records available?

A. No, they are not. Before we moved from the County Office Building over here, as a matter of fact, in 1971, they wanted room downstairs to put storage in that we had left our old tax roles over here and when I come over they were all moldy and delapadated and I wrote the State and I had permission that we could destroy them as long as the assessment records - they were the permanent records.

Q. But your records do show then that from 1958 the property had been billed in the name of Henry H. Wolf?

A. Yes.

Mr. Weller: I have no further questions.

By Mr. Lovell:

Q. And your testimony is, of course, that the records prior to 1958, have been destroyed?

A. Yes they have been.

Mr. Lovell: All right, thank you.

Mr. Lovell: I don't recall any testimony as to whether there are any improvements on this property.

Thereupon,

HENRY H. WOLF

was recalled as a witness, was examined and testified as follows:

By Mr. Weller:

Q. Mr. Wolf, when you purchased this property, did it have any buildings on it?

A. Nothing but the house.

Q. Nothing but the house. And it did have - what kind of a house?

A. It was a two story house.

Q. Frame or brick?

A. Frame.

Q. And, did you rent that property?

A. I had rented it to a man, he didn't stay there a full month, I never got no rent for it.

Q. And what happened to the property - I mean the house?

A. It was just not kept in full repair and it just collapsed. Because of that, people throwed stones in and broke the windows out and damaged it andthe weather just rotted the house and it just fell in.

Q. How long ago was that?

A. The last year or two was the time the house fell in.

Q. Did you ever live on the property?

A. No.

Q. But you did rent it at one time?

A. I had rented it, he didn't stay there, he never paid my no rent, he moved out before the first month was up.

Q. (inaudible)

A. (inaudible)

Q. Then it eventually collapsed?

A. Yes.

Mr. Lovell:

Q. About when did you rent it for that partial month?

A. Sir?

Q. About when did you rent the house for that partial month?

A. Oh, that's been about eight - ten years ago. And then after that they broke the windows out and the weather rotted the house out, that was all.

Q. The house was vacant from the time you bought it at public sale until this period of several years and that was about ten or fifteen years ago, or something of that sort?

A. Yes.

Mr. Lovell: All right, thank you.

HENRY H. WOLF	:	No. 14138 Equity
Petitioner	:	in the
vs	:	Circuit Court
UNKNOWN HEIRS AT LAW OF LEVI H. STAIR, a/k/a LEVI H. STEAR and ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE PLAINTIFF'S BILL OF COMPLAINT ADVERSE TO PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO.	:	for Carroll County

REPORT AND RECOMMENDATION OF MASTER

The Bill to Quiet Title of Henry H. Wolf came on for hearing before the Master.

PLEADINGS

Bill to Quiet Title filed July 8, 1976; Order of Publication issued July 8, 1976; Printer's Certificate of Order of Publication filed September 17, 1976; Petition for Decree Pro Confesso filed September 17, 1976; Decree Pro Confesso issued September 17, 1976.

SUMMARY OF TESTIMONY

Henry H. Wolf, Route 1, Westminster, Carroll County, Maryland, Plaintiff, testified that he has been a resident of Carroll County all his life, being born on October 26, 1890. In 1923 or 1924 he purchased a five acre tract of land situate near Black's Schoolhouse at public sale. This property was being sold by the heirs of Levi H. Stair, also known as Levi H. Stear. Following the sale, he received a deed for the property. He did not have it recorded and kept it at his house, then his house burned down and the deed was destroyed. He has been paying taxes on this tract of land since 1923 or 1924 and the tax bill comes in his name, Henry H. Wolf. When he purchased the property, it had a house on it but no other

Filed Nov 30, 1976

buildings. It was a two-story frame house. He never lived on the property but about eight or ten years ago he did rent the property, however, the tenant did not even stay a full month. He did not keep the house in repair and the house just fell in.

Lydell Wolf, 1272 Cherrytown Road, Silver Run, testified that he is the son of Henry H. Wolf. He was born in 1931 and his father has owned the property in question ever since he can remember. He, along with his wife and boys, go up several times a year and walk through the woodland. All the taxes on this property are paid.

L. Awalt Weller, 35 Court Place, attorney, testified that he has been practicing law in Carroll County since November of 1945. In the past year or so he made a title examination of the involved property. Levi H. Stair acquired the property on April 20, 1914 by deed of Louisa M. C. Forrest, et al, Liber O.D.G. 124, Folio 489. This deed has a metes and bounds description showing five acres and forty-two square perches of land. The Assessment Records show that this property was transferred to Henry H. Wolf in September of 1926, (photocopy of transfer record therefor was accepted into evidence and marked Plaintiff's Exhibit No. 1); (abstract of title was accepted into evidence and marked Plaintiff's Exhibit No. 2). There have been no off-conveyances from this particular tract. (Run-down sheet covering same was accepted into evidence and marked Plaintiff's Exhibit No. 3); (certified copy of deed from Louise M. C. Forrest, et al, to Levi H. Stair, dated April 20, 1914 and recorded in Liber O.D.G. 124, Folio 489 was accepted into evidence and marked Plaintiff's Exhibit No. 4).

Doris Lindsay, 222 John Hyde Road, Westminster, testified that she is the Transfer Clerk in the County Assessment Office. She produced the transfer book for the year 1926. This book shows the

the transfer from Levi Stair to Henry H. Wolf on September 17, 1926. This property is still assessed in the name of Henry H. Wolf. It is not posted as being improved.

Grace B. Harris, 534 Stone Road, Westminster, testified that she is the Tax Collector for Carroll County, having been in the Tax Collector's Office for the past 29 years. All of her records prior to 1958 have been destroyed. The property in question has been billed to Henry H. Wolf from 1958 through the current year.

FINDINGS AND RECOMMENDATION

I find that all Defendants in this cause of action have been served by publication. The tract of real estate in question contains 5 acres and 42 square perches, description thereof being set out in deed of Louisa M. C. Forrest, et al to Levi H. Stair, dated April 20, 1914 and recorded among the Land Records of Carroll County, in Liber O.D.G. No. 124, Folio 489. This tract of property was purchased at public sale from the heirs of Levi H. Stair, also known as Levi H. Stear, in 1923 or 1924, following which Henry H. Wolf took possession. He received a deed therefor but failed to record same and it was subsequently burned when his home was destroyed by fire. On September 17, 1926 this property was transferred on the Assessment Records from Levi Stair to Henry H. Wolf. The assessment of the property has remained in the name of Henry H. Wolf since that time. Taxes thereon are being billed to Henry H. Wolf and the taxes are paid. This property was improved by a two-story frame house which was not kept in repair. Henry H. Wolf rented the house for about a month eight or ten years ago but since that time the house has caved in through lack of maintenance.

I further find that said tract of land has been possessed since at least September 17, 1926 in an actual, open, notorious,

exclusive, hostile and continuous manner and under claim of ownership by Henry H. Wolf and that the description of said tract of land is set out in Plaintiff's Exhibit No. 4; and that the said Henry H. Wolf has acquired title by adverse possession.

Attached is recommended Decree.

Respectfully submitted,

Marker J. Lovell
Master

November 30, 1976

HENRY H. WOLF	:	No. 14138 Equity
Petitioner	:	in the
vs	:	Circuit Court
UNKNOWN HEIRS AT LAW OF LEVI H. STAIR, a/k/a LEVI H. STEAR	:	for
and	:	Carroll County
ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE PLAINTIFF'S BILL OF COMPLAINT ADVERSE TO PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO.	:	

DECREE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of December, Nineteen Hundred and Seventy-six, that Henry H. Wolf has absolute ownership, in fee simple, and right of disposition in and to all that tract or parcel of land situate, lying and being in Myers District, Carroll County, Maryland, and described as follows, that is to say:

> BEGINNING at a stone at corner of lands of Nelson Koontz, Ira Crouse and present land; thence North 17 degrees West, 62 1/10 perches to a stone at corner of lands of Ira Crouse and James Snyder; thence North 58 Degrees East, 19 perches and one-tenth to a stone at corner of lands of James Snyder and Dr. Stoner; thence South 9 degrees East 70 2/10 perches to a stone at corner of land of Dr. Stoner and Nelson Koontz; thence North 82 degrees West 6 perches to the place of beginning. Containing five (5) acres and forty-two (42) square perches.

It is further ADJUDGED, ORDERED and DECREED that the Defendants herein be and the same are hereby enjoined from asserting

Filed Dec 13, 1976

a claim against said land by any action at law or otherwise; and

It is further ORDERED that the Plaintiff, Henry H. Wolf, pay the costs of these proceedings.

E. C. Wyatt Jr.
Judge

No. 4802 Equity,
In the Circuit Court for
Carroll county, in Equity.

Ella M. Arnold et Al.,
plaintiffs,

vs.

Arabell Baker et al.,
defendants,

Bill of Complainti for sale
of real estate,

LIBER 92 PAGE 160

O.D.Gilbert, Esq.,
Clerk,
File this Bill and Exhibit A
and issue as prayed,

Solicitor for Plaintiffs.

David E. Walsh
Filed June 29-1911

David E. Walsh
ATTORNEY AT LAW
WESTMINSTER, MARYLAND

Baltimore Office Supply Company, Baltimore, Md.

LIBER 92 PAGE 161

In the Circuit Court for Carroll County,

sitting in Equity.

Ellis M. Arnold,
Mary Arnold, his wife,
Adelaide Sellman,
Vachel B. Sellman, her husband,
Plaintiffs

vs.

Arabell Baker,
David Baker, her husband,
Lizzie A. Arnold, widow,
William H. Arnold,
Francis R. Arnold,
Charles E. Arnold, infant,
George B. Arnold, infant,
Walter Arnold, infant, and
LaRue Arnold, infant,
Defendants.

No 4902 Equity.

To the Honorable,

the Judges of said Court:

The Bill of Complaint of Ellis M. Arnold, Mary Arnold, his wife, of Frederick County, Maryland, Adelaide Sellman and Varhel B. Sellman, her husband, of Carroll County, Maryland, Plaintiffs, in the above entitled cause, respectfully shows:

FIRST: That Basil H. Arnold, late of Carroll County, Maryland departed this life on the 15 th day of December in the year 1913 intestate, leaving surviving him the following sons and daughters, nephews and neices, his only heirs at law, viz: The said Ellis M. Arnold, who is intermarried with Mary Arnold, and live at New Market in Frederick County, Maryland, Adelaide Sellman, who is intermarried with Vachel B. Sellman, and live in Carroll County, Maryland, Plaintiffs, and Arabell Baker, who is intermarried with David Baker, and live at Union Bridge, in

Carroll County, Maryland, and also left surviving him William H. Arnold, of Carroll County and Francis R. Arnold of New Market, Frederick County, adults, Charles C. Arnold, George B. Arnold, Walter Arnold and LaRue Arnold, who are infants, under twenty -one years of age and reside in Carroll County, Maryland, and the last mentioned six persons are the children and only heirs at law of Alfred R. Arnold who departed this life before his father, the said Basil H. Arnold, the said Alfred R. Arnold, ledt as his widow, Lizzie A. Arnold, who resides in Carroll County, Maryland.

SECOND: The said Basil H. Arnold at the time of his death was seized and possessed of a lot or parcel of land containing four acres and sixty square perches, more or less, which is situate near Warfieldsburg, in Carroll County, Maryland and is worth about three hundred dollars, and is described in the certified copy of the deed therefor, herewith filed as a part hereof and marked Exhibit A.

THIRD: That said land is not susceptible of partition or division among the parties interested therein without loss and injury to them, but it would be to the interest and advantage of the parties interested therein to have said land sold and the proceeds of sale divided among them according to their respective interest therein.

TO the end therefor

(a) That the said Arabell Baker, David Baker her husband, Lizzie A. Arnold, widow, William H. Arnold, Francis R. Arnold, adults, and Charles E. Arnold, George B. Arnold, Walter Arnold, and LaRue Arnold, infants, may answer the premises.

(b) That a decree may be passed for the sale of the real estate mentioned in this cause.

(c) That the proceeds of sale may be destributed among the said parties according to their interest therein.

May it please your Honorable Court to grant unto your said Plaintiffs the writ of subpeona against the said Arabell Baker David Baker, her husband, Lizzie A. Arnold, widow, of Carroll County, Maryland, William H. Arnold of New Market, Frederick,

County, Maryland, Francis B. Arnold of Carroll County, Maryland, all adults, and Charles E. Arnold, George B. Arnold, Walter Arnold and LaRue Arnold, all infants of Carroll County, Maryland, commanding them and each of them to appear in this court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein.

As in duty bound, &c.

David E. Walsh
Solicitor for Plaintiffs.

LIBER 92 PAGE 164

Westminster, Md., May 5 1915.

We hereby certify that the annexed Nisi on Audit was published two successive weeks prior to the 26th day of April 1915, in

THE DEMOCRATIC ADVOCATE, a newspaper published in Carroll County, Md.

Democratic Advocate Co.
Editors and Publishers.

NO. 4802 EQUITY.

In the Circuit Court for Carroll County.

Ellis M. Arnold et al., Plaintiffs, vs. Arabelle Baker et al., Defendant

Ordered this 9th day of April, A. D. 1915, that the account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of April, inst.; provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

OSCAR D. GILBERT, Clerk.

True Copy.—Test:
apr 9-2t OSCAR D. GILBERT, Clerk.

✓

In the Circuit Court for Carroll county
sitting in Equity.

Ellis M. Arnold et al., Plaintiffs	
vs.	No. 4302 Equity.
Lizzie A. Arnold et al., Defendants	

To the Honorable,
the Judges of said Court;

Ellis M. Arnold, Mary Arnold, his wife Adelaide Sellman and Vachel B. Sellman her husband, Plaintiffs in the above entitled cause hereby joins issue on the answers of Arabell Baker, David Baker her husband Jizzie A. Arnold, widow, William H. Arnold and Francis R. Arnold and Joseph A. Walsh Guardian Ad.Litem for Charles E. Arnold, George B. Arnold, Walter Arnold and LaRue Arnold, Infants.
so far as the same may be taken to deny or avoid the allegations in the Bill of Complaint.

as in duty bound Ac.

Wavne E. Walsh
Solicitor for Plaintiffs.

LIBER 92 PAGE 166

Westminster, Md., Dec. 15 *19* 14.

We hereby certify that the annexed Nisi on Sale was published three successive weeks prior to the 7th day of December 1914, in **THE DEMOCRATIC ADVOCATE,** a newspaper published in Carroll County, Md.

Democratic Advocate Co.
Editors and Publishers.

NO. 4802 EQUITY.

In the Circuit Court for Carroll County.

Ellis M. Arnold et al., vs. Arabell Baker et al.

Ordered this 12th day of November, A. D. 1914, by the Circuit Court for Carroll County, sitting in Equity, that the sale of the real estate made and reported by Ellis M. Arnold, Trustee, in the above entitled cause be ratified and confirmed, unless cause to the contrary on or before the 14th day of December next, provided a copy of this order be inserted for three successive weeks in some newspaper printed and published in Carroll County before the 7th day of December next.

The report states the amount of sale to be $375.00

OSCAR D. GILBERT, Clerk.

True copy—Test:
nov 13-3t OSCAR D. GILBERT, Clerk.

In the Circuit Court for Carroll County,

sitting in Equity.

Ellis M. Arnold, et al,

Plaintiffs.

vs.

Lizzie A. Arnold, widow, et al,

Defendants.

No. 4802 Equity.

To the Honorable,

the Judges of said Court.

The joint and several Answer of William H. Arnold and Francis R. Arnold, Defendants, to the Bill of Complaint against them and others in the above-entitled cause exhibited, respectfully shows:

That they admit the matters and things set forth in the Bill of Complaint in this cause and agree that a decree may be passed for the sale of the real estate mentioned in the said Bill of Complaint.

As in duty bound.

Witness
~~Hand E. Walsh~~ William A. Arnold

Ellis M. Arnold Francis R. Arnold

In the Circuit Court for Carroll County,

sitting in Equity.

Ellis M. Arnold, et al, Plaintiffs.	}	
vs.	}	
Lizzie A. Arnold, widow, et al, Defendants,	}	No. 4302 Equity.

To the Honorable,

the Judges of said Court.

The Answer of Lizzie A. Arnold, one of the Defendants in the above entitled cause to the Bill of Complaint against her and others exhibited respectfully shows:

FIRST: That she admits the matters and things set forth in the first, second, and third paragraphs of the Bill of Complaint and that she is the widow of Alfred R. Arnold, late of Carroll County, deceased.

SECOND: That she hereby agrees to the sale of the real estate mentioned in the Bill of Complaint free and clear of her dower interest therein and hereby agrees to accept in lieu of her dower such amount of money as the law allows.

THIRD: That I am fifty-four years of age.

As in duty bound.

Witness
Michael E. Walsh

Mrs Lizzie A Arnold

In the Circuit Court for Carroll County,

sitting in Equity.

Ellis M. Arnold, et al, Plaintiffs.	)	
vs.	)	
Lizzie A. Arnold, widow, et al, Defendants.	)	No. 4802 Equity.

To the Honorable,

the Judges of said Court.

The joint and several Answer of Annie Bell Baker and David Baker, her husband, Defendants, in the above entitled cause to the Bill of Complaint against them and others in the above entitled cause exhibited respectfully shows:

FIRST: That they admit the matters and things set forth in the Bill of Complaint.

SECOND: That they hereby agree to the sale of the real estate mentioned in said Bill of Complaint.

THIRD: That they hereby agree to the appointment of Ellis M. Arnold, one of the Plaintiffs, trustee to sell said land.

As in duty bound.

Witness
Michael E. Walsh,

Annie Bell Baker
David S Baker

LIBER 92 FACE 170

State of Maryland, to Francis B. Amoed
Trustee

of Carroll county, Greeting. We command and enjoin you that all excuses set aside, you personally appear before the Judges of the Circuit Court for Carroll County, at the Court House, in Westminster, on the First Monday of July next, to answer the complaint of Ellis M. Amoed et ux against you in our said court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Hon. WILLIAM H. THOMAS, Esq., Chief Judge of our said court, the 4th day of May 19 14

Issued the 29 day of June 19 14

Oscar Dielkit Clerk
Circuit Court for Carroll County.

✓

LIBER 92 PAGE 171

In the Circuit Court for Carroll County:

No. 4802 Equity May Term, 1914

Ellis M. Amoss

vs.

Arabell Baker

et al

SUBPOENA

To the Sheriff of ~~Carroll~~ Frederick County,

for Francis B. Amoss (New Market)

to ~~testify for~~ answer

Returnable on 1st Mon day of July next.

Issued the 29 day of June 1914.

Test:

Oscar D. Gillet Clerk.

✓

LIBER 92 PAGE 172

Ellis M. Arnold et al Plaintiffs vs Lizzie A. Arnold et al Defendants	IN THE CIRCUIT COURT FOR CARROLL COUNTY, SITTING AS A COURT OF EQUITY. No 4802 Equity

The above cause standing ready for hearing and being submitted without argument the bill answers and all other proceedings were, by the Court, read and considered

It is thereupon, this 28th day of September in the year nineteen hundred and fourteen by the Circuit Court for Carroll County, sitting as a Court of Equity, Adjudged, Ordered and Decreed, That ~~Ellis M. Arnold of Frederick County Maryland~~ the real estate described in these proceedings be sold and that Ellis M. Arnold of Frederick County Maryland

be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court, or by the Clerk thereof, in the penalty of three hundred dollars if the surety is a company authorized by law to become surety on such bond, otherwise in the penalty of one hundred dollars ~~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 at least three weeks notice by advertisement, inserted in some newspaper published in Carroll county, and by such other mode as he shall think proper, of the time, place, and terms of sale, which shall be as follows, to wit: One-third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of sale, or upon the ratification thereof by this Court; and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale, with interest, and to be secured by the notes of the purchaser or purchasers, with security to be approved of by the Trustee or all cash at the option of the purchaser or purchasers and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by, from, or under them, or either of them: And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, 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, ~~and at the time of advertising said sale, the Trustee directed to give notice to the creditors of the said deceased, to file their claims, with the vouchers thereof, with the Clerk of the said Court within months from the day of said sale.~~

W. H. Thomas

In the Circuit Court for Carroll County,
sitting in Equity.

Ellis M.Arnold et al.,
plaintiffs

vs.

Lizzie A.Arnold,et al.,
defendants,

No. 4802 Equity.

To the Honorable,
the Judges of said Court:

It is hereby agreed that this cause be submitted for immediate decree without argument, and we hereby waive the rule of Court requiring testimony to lie in Court ten days before decree.

Wm. E. Walsh
Solicitor for Ellis M.Arnold,Mary Arnold his wife,Adelaide Sellman and Vachel B.Sellman her husband,plaintiffs,

Joseph A. Walsh
Guardian Ad Litem for Charles E.Arnold, George B.Arnold,Walter Arnold,and Larue Arnold,infant defendants,

Michael E. Walsh
Solicitor for Annie Bell Baker, David Baker her husband,Lizzie A.Arnold, widow,William H.Arnold and Francis R. Arnold, defendants,

In the Circuit Court for Carroll county,
sitting in Equity.

Ellis W.Arnold et al.,
plaintiffs
vs.
Lizzie A.Arnold et al.,
defendants

No. 4802 Equity.

To the Honorable,
the Judges of said court;

The joint and several answer of Charles E.Arnold, George B.Arnold, Walter Arnold and Larue Arnold, infant defendants in the above entitled cause by Joseph A.Walsh their Guardian Ad Litem appointed by order of said Court, respectfully shows,

That these defendants being infants can neither admit nor deny the allegations of the Bill of Complaint ans submit their rights to Your Honorable Court.

As in duty bound &c.,

Joseph A Walsh

Guardian Ad Litem for the infant defendants,
Charles E.Arnold, George B.Arnold,
Walter Arnold and Larue Arnold,

LIBER 92 PAGE 175

In the Circuit Court for Carroll county, sitting in Equity

Ellis M. Arnold et al., Plainiffs vs. Arabell Baker et al., Defendants.	No. 4802 Equity

To the Honorable,

The Judges of said Court;

The report of sale of real estate, made by Ellis M. Arnold, Trustee in the above entitled cause, respectfully shows;

That by virtue of a decree of said Court passed in the above en--titled cause on the 28th, day of September A. D. 1914, the under-signed trustee gave bond as required by said decree and gave notice of the time, place, manner and terms of sale by advertisements in the Democratic Advocate, a news paper printed and published in Westminster Carroll county, Maryland once a week for three successive weeks prior to the day of sale, and by hand bills extensively circulated through the neighborhood of the property advertised, and did pursuant to said notice attend on the premises near Warfieldsburg in said County on the 4th day of November A. D. 1914 at 1 O'clock P. M. and did then and there offer at public sale the hereinafter described real estate, which was decreed to be sold, to wit; Four acres and Sixty square perches of land more or less, which is described in the cer--tified copy of a deed from Nathan Nichodemus to Basil Arnold, dated on the 20th day of February A. D. 1865 and recorded among the Land Records of said County in Liber W. A.McK No 31 folio 438 &c and marked Exibit A. in said cause, and sold the same to Mary Arnold of New Market Frederick County Md. at and for the sum of Three Hundred and Seventy five dollars, which amount of purchase money the said purchaser elects to pay cash upon the ratification of sale by the Court, she being the highest bidder therefore. As in duty bound &c.,

Ellis M. Arnold

Trustee

✓

State of Maryland, Frederick county, to wit;

I hereby certify that on this 9th day of November A. D. 1914 before the subscriber a Notary Public of the State of Maryland in and for Ffederick County, Personally appeared Ellis M. Arnold, trustee in the above entitled cause and made oath in due for of law that the matters and things stated in the aforegoing report of sale are true as therein stated to the best of his knowledge and belief, and that the sale herein reported was fairly and bona fide made.

E Wesley Kindley
Notary Public

In the Circuit Court for Carroll county, sitting in Equity

Ellis M. Arnold, et al.,
Plaintiffs,
vs.
Arabell Baker, et al.,
Defendants,

No. 4802 Equity.

Ordered this 12th day of November A. D. 1914, by the Circuit Court for Carroll county, sitting in Equity that the sale of the real estate made and reported by Ellis M. Arnold, trustee in the above entitled cause be ratified and confirmed, unless cause be shown to the contrary on or before the 14th day of December next, provided that a copy of this order be inserted for three successive weeks in some newspaper printed and published in Carroll county before the 7th day of December next. The report states the amount of sale to be $375.00

Oscar L. Gilbert
Clerk

Ordered this 15th day of December A. D. 1914 by the Circuit Court for Carroll county, sitting in Equity, that the sale of real estate made and returned by Ellis M. Arnold, trustee in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to heve been given in accordance with the foregoing order nisi And it is further ordered that this cause be refered to the Auditor of this Court to state an account of the trust fund in the hands of the trustee.

W. H. Thomas.

Ellis M. Arnold, et al., Plaintiffs,	
vs.	In the Circuit Court for Carroll County,
Arabell Baker, et al.,	sitting as a Court of Equity.
Defendants.	No. 4802 Equity.

To the Honorable, the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the order of your Honorable Court passed in this cause he examined the papers filed in this cause and therefrom stated the within account.

He first charged the Trustee with all the money in his hands, as apppears by his report filed in this cause on the Twelfth day of November, in the year Nineteen Hundred and Fourteen, and thereout allowed him his commissions and expenses and all costs proper to be allowed. The balance then left he distributed among the parties entitled thereto, as appears from the proceedings filed in this cause.

All of which is respectfully submitted.

April 9", 1915.

John Wm. Roberts
Auditor.

The Real Estate of Basil H. Arnold, deceased intestate, in account with Ellis M. Arnold, Trustee.

DEBTOR.

1915, November 4", By sale of real estate then made by the Trustee at public sale to Mary Arnold, as appears by his report filed in this cause on the Twelfth day of November, in the year Nineteen Hundred and Fourteen, amounting to--------$375.00-

Amount of Sale----------$375.00-

CREDIT.

To the Trustee for his commissions----------$25.50-

To the Trustee amount paid John Bowers, for auctioneering sale, as per voucher No. 1, filed----------$ 1.50-

To the Trustee amount paid Michael E. Walsh, Agent, of Illinois Surety Company, for premium on bond, as per voucher No. 2, filed----------$ 5.00-

To the Trustee amount paid The Democratic Advocate Company, for printing, as per voucher No. 3, filed----------$15.60-

To the Trustee amount paid David E. Walsh, Solicitor, for professional services rendered, as per voucher No. 4, filed----------$25.00-

Cost of taking testimony.

To George L. Stocksdale, Examiner-~~Geo. L. Stocksdale~~----$ 4.00-

To Lizzie A. Arnold, a witness---Paid Oscar D. Gilbert 5/15/12 }$ .75-

To William A. Arnold, a witness---" " " " " }$ .75-

Cost as taxed by Clerk.

To David E. Walsh, Solicitor, appearance fee----------$10.00- Pd D E Walsh

To Oscar D. Gilbert, Clerk---------- Pd O D Gilbert Clerk 4/15/15 ----$17.15-

To Sheriff of Frederick County----------$ .90-

To Albert L. Davis, Sheriff----------$ 3.60-

To Joseph A. Walsh, Guardian ad litem Paid Oscar D. Gilbert 4/15/15 ----$ 4.00-

To Michael E. Walsh, Solicitor, appearance fee----------$10.00-

To publication order nisi on this account----------$ 1.50-

To John M. Roberts, Auditor, making examination of papers and stating this account and distribution----------$13.50-

Amount of expenses----------$138.85-

Balance for distribution----------$236.15-

Amount of Sale----------$375.00-

Balance for distribution brought forward----------$236.15-
and distributed among the parties entitled thereto,
as appears by the proceedings filed in this cause,
as follows, to wit:-

To Ellis W. Arnold, an adult son of Basil H. Arnold, deceased intestate, the one-fourth of balance the sum of----------$ 59.03-3/4

To, Adelaide Sellman, (wife of Vachel B. Sellman) and adult daughter of Basil H. Arnold, deceased intestate, the one-fourth of balance, the sum of----$ 59.03-3/4 Pd Adelaide B Sellman 5-1.5-3

To Annie Bell Baker, (wife of David S. Baker) an adult daughter of Basil H. Arnold, deceased intestate, the one-fourth of balance, the sum of----$ 59.03-3/4 5-1.5-3 Annie Bell Baker

To the distributive share of Alfred R. Arnold, a deceased son of Basil H. Arnold, deceased intestate,

carried forward and distributed among the parties entitled thereto, as appears by the proceedings filed in this cause, the sum of ----------$,59.03-3/4

Balance distributed----------$236.15---$236.15-

The distributive share of Alfred R. Arnold, a deceased son of deceased intestate brought forward----------$59.03- and distributed among his children and only heirs-at-law, as follows, to wit:-

To William H. Arnold, and adult son, the one-sixth of one-fourth, the sum of----------$ 9.84- 8.39 William A. Arnold

To Francis R. Arnold, an adult son, the one-sixth of one-fourth, the sum of----------$ 9.84- Francis R. Arnold

To Charles C. Arnold, an infant son or the party entitled thereto, the one-sixth of one-fourth, the sum of----------$ 9.84-

To George B. Arnold, and infant son or the party entitled thereto, the one-sixth of one-fourth, the sum of----------$ 9.84-

To Walter Arnold, an infant son or the party entitled thereto, the one-sixth of one fourth, the sum of----------$ 9.84-

To LaRue Arnold, an infant daughter or the party entitled thereto, the one-sixth of one-fourth, the sum of----------$ 9.84-

Balance distributed----------$59.03----$59.03-

Ellis M. Arnold, et al.,
Plaintiffs,
vs.
Arabell Baker, et al.,
Deceased.

In the Circuit Court for Carroll County,
sitting as a Court of Equity.
No. 4802 Equity.

Ordered this 9th day of April A. D., 1915, that the account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of April inst; provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Oscar D. Gilbert Clerk.

Ordered this 14th day of May 1915, by the Circuit Court for Carroll County, sitting in Equity that the foregoing accoutn of the Auditor ba and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice appeared to have been given and published as required by the proceeding order nisi, of which a printers certificate is herewith filed and Ellis M. Arnold, Trustee is hereby directed and ordered to distribute the trust fund accordingly.

W. T. Thomas

No. 13232 EQUITY Docket 25 Folio 56

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:

Burns
(H & S)

Gertrude F. Cox, formerly
known as Gertrude F. Mabry

vs

GEDE

L. J. Mabry

No. 13232 Equity

No. 13232 Equity

LIBER 92 PAGE 182

DATE	CLERK'S MEMORANDUM
6-20-74	Bill of Complaint for Sale of Land in Lieu of Partition and Exhibits 1 & 2 fd. Subpoena issued for Defendant to July return day and copy of Subpoena, Bill of Complaint and Exhibits sent to be served on and left with the Defendant.
6-28-74	Sheriff's Return. "Copy of Summons, Bill of Complaint, Affidavit, Exhibits Certification and Clerk's Certificate served on and left with L.J.Mabry this 27th day of June, 1974" fd.
9-9-74	Defendants Answer to Bill of Complaint for Sale of Lan in Lier of Partition fd.
5-26-75	Case called. Plaintiff's Motion(short) to amend Bill of Complaint. Defendant's Opposition noted and Request for continuance. Motion to Amend granted and case continued.
9-17-75	Plaintiffs Motion to file Amended Bill of Complaint fd. Same day Amended Bill of Complaint and Exhibits fd.
12-18-75	Defendants Answer to Amended Bill of Complaint fd.
4-15-76	Notice of Reliance on Foreign Law fd. (Plaintiff's)
5-3-76	Hearing had and testimony taken. At conclusion of Plaintiff's case, Defendant's Motion to Declare Divorce Decree Null and void. Court reserved ruling. Additional testimony taken. Held sub-curia with Plaintiff to file memorandum within ten(10) days and Defendant to file reply memorandum within ten(10) days thereafter.
5-13-76	Plaintiff's Memorandum of Law fd.
6-4-76	Opinion and Decree fd. Copies mailed to Attys.
7-27-76	Decree of Court, Adjudged, Ordered and Decreed that Luke K. Burns, Jr and James A. Gede be appointed Trustees and setting Bond fd. Copy of Order mailed to Pltff and Defts Attys.
9-7-76	Trustees Bond approved and filed.
10-20-76	Trustee's report of Public Sale fd. Same day Affidavit of Purchaser fd.
10-20-76	Order Nisi on Sale fd. Copy of Order Nisi mailed to Carroll County Times for publication.
11-18-76	Printer's Certificate of Publication of Order Nisi on Sale fd.
11-18-76	Order of Court ratifying Sale fd. Copies mailed to Attys. Record of Proceedings delivered to Auditor.
1-3-77	Auditors account, Order Nisi thereon and vouchers thereto fd.
1-19-77	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 183

GERTRUDE F. COX, formerly known as GERTRUDE F. MABRY 179 College Street Collierville, Tennessee 38017 Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	CARROLL COUNTY
L. J. MABRY Stone Road Route #2, Box 271 Westminster, Maryland 21157	:	NO. 13232 EQUITY DOCKET NO. 25
Defendant	:	FOLIO 56

BILL OF COMPLAINT FOR SALE OF LAND IN LIEU OF PARTITION

Gertrude F. Cox, formerly known as Gertrude F. Mabry, Plaintiff, by Hoff & Stoner, and Luke K. Burns, Jr., her attorneys, alleges:

1. That your Plaintiff and Defendant, when husband and wife, acquired a parcel of land located on the north side of Stone Road, leading westward from Mount Pleasant, in Myers (3rd) District, Carroll County, State of Maryland, described as follows:

Beginning for the same at a pipe heretofore set at the end of the twentieth or North 84 degrees 15 minutes, West 5.5 perches line of that same land which by deed dated April 21, 1948 and recorded among the Land Records of Carroll County in Liber E.A.S. No. 198, folio 168, was conveyed by Robert F. Mole to Lawrence W. Crowder and running thence as now surveyed and with courses referred to magnetic meridian 1967 and binding in part on the twenty-first line of said conveyance

1) South 13 degrees 19 minutes 30 seconds West, 675.05 feet to a pipe now set on the northeasternmost side of Stone Road as laid out forty feet wide and running thence and binding thereon

2) North 76 degrees 52 minutes 30 seconds West, 233.90 feet to an oak hub heretofore set and to intersect

Filed-June 20, 1974

eighteenth line of that same land which by deed dated May 24, 1935 and recorded among the Land Records of Carroll County in Liber E.M.M.Jr. 162, folio 213, was conveyed by Clarence L. Yingling and wife to Donald C. Sponseller and running thence and binding reversely in part of the lastmentioned line and on the southeasternmost side of a road 16.5 feet wide

3) North 21 degrees 11 minutes 20 seconds East, 661.24 feet to a pipe now set, thence running and binding reversely in part on the seventeenth line of the lastmentioned conveyance

4) South 84 degrees 55 minutes 30 seconds East 144.90 feet to the place of beginning...CONTAINING 2.857 acres of land, more or less.

Being all and the same land conveyed unto the said L. J. Mabry and Gertrude F. Mabry, his wife, by deed of Henry J. Roether, widower, dated August 18, 1967 and recorded among the Land Records of Carroll County in Liber 425, folio 494; certified copy of said deed attached and filed herewith as Plaintiff's Exhibit No. 1 and prayed to be taken as a part hereof.

2. That the Plaintiff and Defendant were divorced A Vinculo Matrimonii by a Decree of the Chancery Court of Crittenden County, Arkansas, in Case No. 18866 dated May 9, 1973; certified copy of said Decree attached and filed herewith as Plaintiff's Exhibit No. 2 and prayed to be taken as a part hereof.

3. That, by virtue of the above Decree of Divorce, the Plaintiff and Defendant became and are now the owners as tenants in common, of the aforesaid improved residential real estate.

4. That the aforesaid real estate, improved, cannot be divided without loss or injury to the parties interested and the parties hereto are unable to agree as to the sale thereof, therefore, in order to make division thereof, it is necessary that said property be sold and money arising from such sale be divided between the parties according to their respective rights.

WHEREFORE, your Petitioner prays:

A. That the said hereinbefore mentioned improved property of the parties hereto be sold and the money therefrom be divided between said parties according to their respective interests.

B. That a Trustee or Trustees be appointed by this Honorable Court to make sale of the hereinbefore mentioned property of said parties at public sale for the highest amount obtainable.

C. That your Plaintiff may have such other and further relief as the nature of her case may require.

AND AS IN DUTY BOUND, ETC.

Gertrude F. Cox
GERTRUDE F. COX, formerly known as
Gertrude F. Mabry

HOFF & STONER

BY Luke K. Burns, Jr.
Luke K. Burns, Jr.
43 North Court Street
Westminster, Maryland 21157
848-7777 876-1045

Attorney for Plaintiff

STATE OF TENNESSEE, Shelby COUNTY, TO WIT:

I hereby certify that on this 6 day of June, 1974, before me, the subscriber, a Notary Public of the State of Tennessee, in and for Shelby County aforesaid, personally appeared GERTRUDE F. COX, formerly known as Gertrude F. Mabry, and made oath in due form of law that the matters and facts herein contained are true to the best of her information, knowledge and belief and that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Hermon L. Cox Jr.
Notary Public.

LIBER 92 PAGE 187

Plaintiff's Exhibit No. "1"

LIBER 425 PAGE 494

RECEIPT NO. 63918

THIS DEED, made this 18th day of August, in the year Nineteen Hundred and Sixty-seven, by HENRY J. ROETHER, widower, of Carroll County, in the State of Maryland.

WITNESSETH, that for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Henry J. Roether, widower, does hereby grant and convey unto L. J. MABRY and GERTRUDE L. MABRY, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, all that tract or parcel of land situate on the north side of Stone Road leading westward from Mount Pleasant, in Myers (3rd) Election District of Carroll County, Maryland, and more particularly described in a survey and plat made by Edwin J. Kirby, Registered Land Surveyor, on August 15, 1967, and bounded as follows:

BEGINNING for the same at a pipe heretofore set at the end of the twentieth or North 84 degrees 15 minutes West 5.5 perches line of that same land which by deed dated April 21, 1948 and recorded among the Land Records of Carroll County in Liber E.A.S. No. 198, folio 168 &c. was conveyed by Robert F. Mole to Lawrence W. Crowder and running thence as now surveyed and with courses referred to magnetic meridian 1967 and binding in part on the twenty-first line of said conveyance, (1) South 13 degrees 19 minutes 30 seconds West 675.05 feet to a pipe now set on the northeasternmost side of Stone Road as laid out forty feet wide and running thence and binding thereon, (2) North 76 degrees 52 minutes 30 seconds West 233.90 feet to an oak hub heretofore set and to intersect eighteenth line of that same land which by deed dated May 24, 1935 and recorded among the Land Records of Carroll County in Liber E.M.M. 162, folio 213 &c. was conveyed by Clarence L. Yingling and wife to Donald C. Sponseller and running thence and binding reversely in part of the lastmentioned line and on the southeasternmost side of a road 16.5 feet wide, (3) North 21 degrees 11 minutes 20 seconds East 661.24 feet to a pipe now set, thence running and binding reversely in part on the seventeenth line of the lastmentioned conveyance, (4) South 84 degrees 55 minutes 30 seconds East 144.90 feet to the place of beginning, and containing 2.857 acres of land, more or less.

Bill. X. Auth. Kirby
9-27-67

This conveyance is intended to include, grant and convey unto the said L. J. Mabry and Gertrude L. Mabry, his wife, their assigns, the survivor of them, and the heirs and assigns of the survivor of them, in fee simple, all of the right, title, interest and estate, both at law and in Equity, in and to all of the land conveyed unto the said Henry J. Roether and Alma B. Roether, by deed of Ralph T. Humbert and Elizabeth S. Humbert, his wife, dated September 22, 1951, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 210, folio 192 &c., and which land upon the death of the said Alma B. Roether, vested in severalty in the said Henry J. Roether, the aforesaid description correcting errors in former description which described and appeared to convey unto the said Henry J. Roether and Alma B. Roether, his wife, more land than the grantors had a right of ownership to convey.

And for and in further consideration of the sum of One Dollar, the said Henry J. Roether, widower, does hereby grant, convey and release unto the said L. J. Mabry and Gertrude L. Mabry, his wife, their assigns, the survivor of them, and the heirs and assigns of the survivor of them, any and all right, title, claim and interest, both at law and in Equity, which the said Henry J. Roether, his heirs and assigns, might have or claim to have in and to all of the parcel of land described and conveyed or intended to be conveyed in the above mentioned and recorded deed.

Together with the buildings and improvements thereon and all and singular the rights, roads and ways as now or heretofore located, used and enjoyed, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described tract or parcel of land with the privileges and appurtenances aforesaid, unto and to the said L. J. Mabry and Gertrude L. Mabry, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

And the said grantor herein does hereby covenant that he will warrant specially the property hereby conveyed and that he will execute such other and further assurances of the same as may be requisite.

LIBER 92 PAGE 189

LIBER 425 PAGE 496

As witness the hand and seal of the said grantor herein the day and year first hereinbefore written.

Witness: [signature]

Henry J. Roether (SEAL)
Henry J. Roether

STATE OF MARYLAND)
) ss:
COUNTY OF CARROLL)

I hereby certify that on this 18th day of August 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Henry J. Roether, widower, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

L. AWALT WELLER NOTARY PUBLIC CARROLL CO., MD.

[signature]
Notary Public

THIS CERTIFIES THAT THE 18 DAY OF Aug. 67 THAT ALL PUBLIC TAXES AND ASSESSMENTS AND CHARGES FOR THE CURRENT YEAR AND ALL PRIOR YEARS ON THE PROPERTY DESCRIBED HEREIN HAVE BEEN PAID.

Thurston R. Emson
COLLECTOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY CONVEYED BY THE WITHIN DEED WAS TRANSFERRED ON THE COUNTY ASSESSMENT BOOKS THIS 18th DAY OF Aug. 1967 AS REQUIRED BY ART. 21, SEC. 10 OF THE CODE.

Doris J. Lindsay
TRANSFER CLERK

REC'D FOR RECORD Aug. 21 1967 AT 3:46 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

CERTIFICATION FOR DEED

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and true copy of the above entitled DEED as taken from Liber CCC No. 425 folio 494, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court fro Carroll County, this 20th day of June A.D. 1974.

Charles C. Conaway
Clerk of the Circuit Court for
Carroll County

LIBER 92 PAGE 191

Plaintiff's Exhibit No. "2"

A10.128

IN THE CHANCERY COURT OF CRITTENDEN COUNTY, ARKANSAS

GERTRUDE F. MABRY	PLAINTIFF
VS.	NO. 18866
L.J. MABRY	DEFENDANT

DECREE

Now on this 9th day of May, 1973 , comes on for hearing the above entitled cause, the plaintiff appearing by and through her attorney, Vincent E. Skillman, Jr., the defendant though served by publication in the time and manner prescribed by law comes not and this matter submitted to the Court upon the complaint of the Plaintiff; the report of the Attorney Ad Litem; statement of counsel and other things, matters, and proof before the Court from which the Court finds:

That the parties to this action are of the white race; that said parties were intermarried in Grossheim, Germany, and lived together as husband and wife until November 29, 1971 at which time the parties separated in Westminister, Maryland and ceased to reside together further as husband and wife.

The Court further finds that the plaintiff has been a resident citizen of Crittenden County, Arkansas for more than sixty (60) days prior to the commencement of this action; that plaintiff's grounds for divorce occurred within five (5) years last past and that the Court has jurisdiction of this cause.

The Court further finds that there are property rights to be adjudicated between the parties both real and personal, but that since the defendant has not subjected himself to the jurisdiction of this Court and the Court is aware of a purported property settlement agreement between these parties dated November 26, 1971, which the Court does not act upon nor does it make it a part of this final decree of divorce, but leaves each party to determine their rights under said agreement by any Court of proper jurisdiction.

Pltfs
EXHIBIT NO. 2
CASE # 13232 Eq
DATE 5-3-76
ACCEPTED BY [illegible]

A10-129

The Court further finds that there were two children born of this union, namely: Thomas G. Mabry, 19 years of age, who is presently self-supporting; and Dianna T. Mabry, who is 16 years of age and the Court makes no findings relative to custody of said children.

The Court further finds that the plaintiff is entitled to an absolute decree of divorce of and from the defendant on the grounds of indignities.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Gertrude F. Mabry and the defendant, L.J. Mabry, be, and same are hereby dissolved, set aside and forever held for naught and the plaintiff, Gertrude F. Mabry is hereby granted an absolute decree of divorce from the defendant, L.J. Mabry; all cost of this action are hereby assessed against the plaintiff and the Court hereby retains jurisdiction of this cause to enter any orders necessary in the future and in the event that the defendant subjects himself to the jurisdiction of this Court pertaining to the property rights of the parties and the custody of the minor children of the parties.

Terry Shell
CHANCELLOR

FILED
at ___ o'clock ___ m.
MARY S. DESETT

MAY 9 1973

25×10 32×10 25×10

CLERK'S CERTIFICATE

STATE OF ARKANSAS }
County of Crittenden } SS

I, Mary S. Besett Clerk of the Chancery Court within and for the State and County aforesaid, do hereby certify that the above and foregoing is a true, complete and accurate copy of the Decree of the Court in Cause No. 18866, wherein Gertrude F. Mabry is the Plaintiff and L. J. Mabry is the Defendant, as fully appears of record in my office.

In Testimony whereof, I have hereunto set my hand and affixed the seal of said Court this 22nd of May 19 74.

Mary S. Besett, CLERK

By Jean R. Woodruff, D. C.

25X 32X 25X

LIBER 92 PAGE 194

JUN 21 1974

Subpoena to Answer Bill of Complaint

No. 13232 Equity May Term 19 74 Docket 25 Folio 56

Gertrude F. Cox, formerly
known as Gertrude F. Mabry
vs.
L. J. Mabry

The State of Maryland, Carroll County, To-Wit:

TO L. J. MABRY, Stone Road, Route 2, Box 271, Westminster, Maryland 21157, GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July, next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Gertrude F. Cos, formerly known as Gertrude F. Mabry for Sale of Land in Lieu of Partition

against you exhibited in the Circuit Court for Carroll County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS the Honorable JAMES MACGILL, Chief Judge of the Fifth Judicial Circuit of Maryland the 3rd day of June, 1974.

ISSUED the 20th day of June, 1974.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's office within fifteen days from the first Monday of July next. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, the complainant ____ may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

NOTICE TO THE SHERIFF: This writ returnable on or before the First Monday of July, next.

Charles C. Conaway
Charles C. Conaway, Clerk
Circuit Court for Carroll County.

Luke K. Burns, Esq
Hoff and Stoner

Attorney For Plaintiff
Westminster, Md.

Filed June 28, 1974 ✓

LIBER 92 PAGE 195

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUN 28 9 35 AM '74

H. Barnes
CLERK

SHERIFF'S RETURN

Copy of Summons, Bill of Complaint, Affidavit, Exhibits, Certification and Clerk's Certificate

served on and left with L. J. Malsy

this 27th day of June, 19 74

E. T. Kowall
Deputy Sheriff

GERTRUDE F. COX, formerly known as GERTRUDE F. MABRY 179 College Street Collierville, Tennessee 38017 Plaintiff	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY (IN EQUITY)
vs.	*	
L.J. MABRY Stone Road Route 2, Box 271 Westminster, Maryland 21157 Defendant	*	Case No: 13232 Docket: 25 Folio: 56

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

ANSWER TO BILL OF COMPLAINT FOR SALE OF LAND IN LIEU OF PARTITION

Now comes L.J. MABRY, Defendant, by his attorney, James A. Gede and in answer to Bill of Complaint for Sale of Land in Lieu of Partition, states as follows:

1. That the Defendant admits the allegations contained in paragraph #1 of said Bill of Complaint.

2. That the Defendant denies the allegations contained in paragraph #2 of said Bill of Complaint, and further states that the divorce obtained by the Plaintiff in Arkansas is invalid in that the Plaintiff was never domincile in Arkansas and that the divorce was obtained by the Plaintiff in order to circumvent the Laws of the State of Maryland.

3. That the Defendant denies the allegations contained in paragraphs #3 and 4 of said Bill of Complaint.

HAVING FULLY answered said Bill of Complaint, the Defendant prays:

A. That the said Bill of Complaint be dismissed.

B. That the Divorce obtained in Arkansas be declared invlaid.

C. That the Defendant may have such other and further relief as the nature of his cause may require.

AND AS IN DUTY BOUND, ETC.

Filed Sept 9, 1974

LIBER 92 PAGE 197

L. J. Mabry

L.J. MABRY, Defendant

James A. Gede

James A. Gede
Attorney for the Defendant
11000 Reisterstown Road
Owings Mills, Maryland 21117
356-4870

I HEREBY CERTIFY, that on this 5th day of September, 1974, a copy of the Answer to Bill of Complaint for Sale of Land in Lieu of Partition was mailed to Luke K. Burns, Jr., Esquire, Hoff and Stoner, 43 North Court Street, Westminster, Maryland, 21157, attorney for the Plaintiff.

James A. Gede

James A. Gede

GERTRUDE F. COX	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
L. J. MABRY	:	CARROLL COUNTY
Defendant	:	NO. 13232 EQUITY

MOTION OF PLAINTIFF TO FILE AMENDED

BILL OF COMPLAINT

Gertrude F. Cox, Plaintiff, by Luke K. Burns, Jr., her attorney, moves, pursuant to Maryland Rule 320 d, for leave to file an amended Bill of Complaint. The grounds of the Motion are as follows:

1. The parties to the case appeared with counsel in the Circuit Court for Carroll County on May 26, 1975, at which time the case was continued in open court with leave of Court to both parties to file amended pleadings.

2. The Plaintiff's original Bill of Complaint was a Bill for Sale of Land in Lieu of Partition, to which an Answer was filed by the Defendant, who also in his responsive pleading collaterally attacked the jurisdiction of the Plaintiff's Arkansas divorce.

3. The Plaintiff and Defendant executed a Property Settlement and Separation Agreement on November 26, 1971, said Agreement containing specific provisions as to the disposition of the land which is the subject of the Plaintiff's original

Filed Sept 17, 1975

Bill of Complaint for sale in Lieu of Partition and specific provisions for the support of the Plaintiff and the parties infant children, and to avoid a multiplicity of suits, the Plaintiff desires to amend her original Bill of Complaint to specifically enforce the Property Settlement Agreement.

4. Attached hereto and marked "Exhibit 1" is a copy of the Plaintiff's proposed Amended Bill of Complaint which prays for the sale of the land in lieu of partition and the specific performance of the Separation and Property Settlement Agreement.

Luke K. Burns Jr.

Luke K. Burns, Jr.
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045

Attorney for Plaintiff

I hereby certify that on this 17th day of September, 1975, a copy of the foregoing was mailed to James A. Gede, Esq., 11000 Reisterstown Road, Owings Mills, Maryland 21117, Attorney for Defendant.

Luke K. Burns Jr.
Luke K. Burns, Jr. Attorney

"EXHIBIT NO. 1"

GERTRUDE F. COX, formerly known as GERTRUDE F. MABRY 179 College Street Collierville, Tennessee 38017	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
	:	CARROLL COUNTY
vs.	:	NO. 13232 EQUITY
L. J. MABRY Stone Road Route #2, Box 271 Westminster, Maryland 21157	:	DOCKET NO. _____
	:	FOLIO _____
Defendant	:	

AMENDED BILL OF COMPLAINT

Gertrude F. Cox, formerly known as Gertrude F. Mabry, Plaintiff, by Luke K. Burns, Jr., her attorney, alleges:

1. That your Plaintiff and Defendant, when husband and wife, acquired a parcel of land located on the north side of Stone Road, leading westward from Mount Pleasant, in Myers (3rd) District, Carroll County, State of Maryland, described as follows:

Beginning for the same at a pipe heretofore set at the end of the twentieth or North 84 degrees 15 minutes, West 5.5 perches line of that same land which by deed dated April 21, 1948 and recorded among the Land Records of Carroll County in Liber E.A.S. No. 198, folio 168, was conveyed by Robert F. Mole to Lawrence W. Crowder and running thence as now surveyed and with courses referred to magnetic meridian 1967 and binding in part on the twenty-first line of said conveyance.

1) South 13 degrees 19 minutes 30 seconds West, 675.05 feet to a pipe now set on the northeasternmost side of Stone Road as laid out forty feet wide and running thence and binding thereon.

2) North 76 degrees 52 minutes 30 seconds West, 233.90 feet to an oak hub heretofore set and to intersect the eighteenth line of that same land which by deed dated May 24, 1935 and recorded among the Land Records of Carroll County in Liber E.M.M.Jr. 162, folio 213, was conveyed by Clarence L. Yingling and wife to Donald C. Sponseller and running thence and binding reversely in part of the last mentioned line and on the southeasternmost side of a road 16.5 feet wide.

3) North 21 degrees 11 minutes 20 seconds East, 144.90 feet to the place of beginning...CONTAINING 2.857 acres of land, more or less.

Being all and the same land conveyed unto the said L. J. Mabry and Gertrude F. Mabry, his wife, by deed of Henry J. Roether, widower, dated August 18, 1967 and recorded among the Land Records of Carroll County in Liber 425, folio 494; certified copy of said deed is attached and filed herewith as Plaintiff's Exhibit No. A and prayed to be taken as a part hereof.

2. That the Plaintiff and Defendant were divorced A Vinculo Matrimonii by a Decree of the Chancery Court of Crittenden County, Arkansas, in Case No. 18866 dated May 9, 1973; certified copy of said Decree attached and filed herewith as Plaintiff's Exhibit B, and prayed to be taken as a part hereof.

3. That, by virtue of the above Decree of Divorce, the Plaintiff and Defendant became and are now the owners as tenants in common, of the aforesaid improved residential real estate.

4. That the aforesaid real estate, improved, cannot be divided without loss or injury to the parties interested and the parties hereto are unable to agree as to the sale thereof, therefore, in order to make division thereof, it is necessary that said property be sold and money arising from such sale be divided between the parties according to their respective rights.

5. On November 26, 1971, the parties hereto entered into a Property Settlement and Separation Agreement, by which the parties agreed by and between themselves that the real estate owned by them, and as described in Paragraph No. 1 of this Bill of Complaint, shall be sold as soon as possible after June 15, 1974, and the net proceeds thereof shall be divided equally between the parties hereto, as appears in Paragraph 3 of said Agreement; and attached hereto is a copy of said Agreement, marked Exhibit C.

6. That under the provisions of Paragraph 1 of said Property Settlement and Separation Agreement, the Defendant covenanted and agreed to provide support for the Plaintiff and the two infant children of the parties.

7. That though Plaintiff has requested of the Defendant that said property be sold, the Defendant, however,

has failed and refused to agree to sell the property in accordance with the terms of the Agreement; and furthermore, the Defendant has failed to pay support to the Plaintiff and the infant children of the parties.

WHEREFORE, Your Plaintiff prays:

A. That the Separation and Property Settlement Agreement be specifically enforced.

B. That the said hereinabove mentioned improved property of the parties hereto be sold and the proceeds therefrom be divided equally between the parties hereto pursuant to said agreement.

C. That the Court award payment to your Plaintiff for the past support of the Plaintiff and the infant children of the parties hereto as provided in the hereinabove agreement.

D. That the Court award such further relief as Your Honor deems appropriate.

AND AS IN DUTY BOUND, ETC.

Gertrude F. Cox

GERTRUDE F. COX, formerly known as
Gertrude F. Mabry

Luke K. Burns Jr.

Luke K. Burns, Jr.
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045
Attorney for Plaintiff

"Exhibit a"

LIBER 92 PAGE 204

LIBER 425 PAGE 494

RECEIPT NO. 153942

THIS DEED, made this 14th day of August, in the year Nineteen Hundred and Sixty-seven, by HENRY J. ROETHER, widower, of Carroll County, in the State of Maryland.

WITNESSETH, that for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Henry J. Roether, widower, does hereby grant and convey unto L. J. MABRY and GERTRUDE L. MABRY, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, all that tract or parcel of land situate on the north side of Stone Road leading westward from Mount Pleasant, in Myers (3rd) Election District of Carroll County, Maryland, and more particularly described in a survey and plat made by Edwin J. Kirby, Registered Land Surveyor, on August 15, 1967, and bounded as follows:

BEGINNING for the same at a pipe heretofore set at the end of the twentieth or North 84 degrees 15 minutes West 5.5 perches line of that same land which by deed dated April 21, 1948 and recorded among the Land Records of Carroll County in Liber E.A.S. No. 198, folio 168 &c. was conveyed by Robert F. Mole to Lawrence W. Crowder and running thence as now surveyed and with courses referred to magnetic meridian 1967 and binding in part on the twenty-first line of said conveyance, (1) South 13 degrees 19 minutes 30 seconds West 675.05 feet to a pipe now set on the northeasternmost side of Stone Road as laid out forty feet wide and running thence and binding thereon, (2) North 76 degrees 52 minutes 30 seconds West 233.90 feet to an oak hub heretofore set and to intersect eighteenth line of that same land which by deed dated May 24, 1935 and recorded among the Land Records of Carroll County in Liber E.M.M. 162, folio 213 &c. was conveyed by Clarence L. Yingling and wife to Donald C. Sponseller and running thence and binding reversely in part of the lastmentioned line and on the southeasternmost side of a road 16.5 feet wide, (3) North 21 degrees 11 minutes 20 seconds East 661.24 feet to a pipe now set, thence running and binding reversely in part on the seventeenth line of the lastmentioned conveyance, (4) South 84 degrees 55 minutes 30 seconds East 144.90 feet to the place of beginning, and containing 2.857 acres of land, more or less.

Bill of Sale

This conveyance is intended to include, grant and convey unto the said L. J. Mabry and Gertrude L. Mabry, his wife, their assigns, the survivor of them, and the heirs and assigns of the survivor of them, in fee simple, all of the right, title, interest and estate, both at law and in Equity, in and to all of the land conveyed unto the said Henry J. Roether and Alma B. Roether, by deed of Ralph T. Humbert and Elizabeth S. Humbert, his wife, dated September 22, 1951, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 210, folio 192 &c., and which land upon the death of the said Alma B. Roether, vested in severalty in the said Henry J. Roether, the aforesaid description correcting errors in former description which described and appeared to convey unto the said Henry J. Roether and Alma B. Roether, his wife, more land than the grantors had a right of ownership to convey.

And for and in further consideration of the sum of One Dollar, the said Henry J. Roether, widower, does hereby grant, convey and release unto the said L. J. Mabry and Gertrude L. Mabry, his wife, their assigns, the survivor of them, and the heirs and assigns of the survivor of them, any and all right, title, claim and interest, both at law and in Equity, which the said Henry J. Roether, his heirs and assigns, might have or claim to have in and to all of the parcel of land described and conveyed or intended to be conveyed in the above mentioned and recorded deed.

Together with the buildings and improvements thereon and all and singular the rights, roads and ways as now or heretofore located, used and enjoyed, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described tract or parcel of land with the privileges and appurtenances aforesaid, unto and to the said L. J. Mabry and Gertrude L. Mabry, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

And the said grantor herein does hereby covenant that he will warrant specially the property hereby conveyed and that he will execute such other and further assurances of the same as may be requisite.

As witness the hand and seal of the said grantor herein the day and year first hereinbefore written.

Witness: [illegible]

Henry J. Roether (SEAL)
Henry J. Roether

STATE OF MARYLAND)
) ss:
COUNTY OF CARROLL)

I hereby certify that on this 18th day of August 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Henry J. Roether, widower, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

L. AWALT WELLER NOTARY PUBLIC CARROLL CO., MD.

[illegible]
Notary Public

THIS [illegible] DAY OF Aug. 18 62 THAT ALL PUBLIC TAXES [illegible] AND CHARGES FOR THE CURRENT YEAR AND ALL PRIOR YEARS ON THE PROPERTY DESCRIBED HEREIN HAVE BEEN PAID.

Thurston C. Linson
COLLECTOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY CONVEYED BY THE WITHIN DEED WAS TRANSFERRED ON THE COUNTY ASSESSMENT BOOKS THIS 18th DAY OF Aug. 1967 AS REQUIRED BY ART. 21, SEC. 10 OF THE CODE.

Doris J. Lindsay
TRANSFER CLERK

RECD FOR RECORD Aug. 21 1967 AT 3:46 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

"Exhibit B"

LIBER 92 PAGE 207

A10-128

IN THE CHANCERY COURT OF CRITTENDEN COUNTY, ARKANSAS

GERTRUDE F. MABRY	PLAINTIFF
VS.	NO. 18866
L.J. MABRY	DEFENDANT

DECREE

Now on this 9th day of May, 1973 , comes on for hearing the above entitled cause, the plaintiff appearing by and through her attorney, Vincent E. Skillman, Jr., the defendant though served by publication in the time and manner prescribed by law comes not and this matter submitted to the Court upon the complaint of the Plaintiff; the report of the Attorney Ad Litem; statement of counsel and other things, matters, and proof before the Court from which the Court finds:

That the parties to this action are of the white race; that said parties were intermarried in Grossheim, Germany, and lived together as husband and wife until November 29, 1971 at which time the parties separated in Westminister, Maryland and ceased to reside together further as husband and wife.

The Court further finds that the plaintiff has been a resident citizen of Crittenden County, Arkansas for more than sixty (60) days prior to the commencement of this action; that plaintiff's grounds for divorce occurred within five (5) years last past and that the Court has jurisdiction of this cause.

The Court further finds that there are property rights to be adjudicated between the parties both real and personal, but that since the defendant has not subjected himself to the jurisdiction of this Court and the Court is aware of a purported property settlement agreement between these parties dated November 26, 1971, which the Court does not act upon nor does it make it a part of this final decree of divorce, but leaves each party to determine their rights under said agreement by any Court of proper jurisdiction.

A10-129

The Court further finds that there were two children born of this union, namely: Thomas G. Mabry, 19 years of age, who is presently self-supporting; and Dianna T. Mabry, who is 16 years of age and the Court makes no findings relative to custody of said children.

The Court further finds that the plaintiff is entitled to an absolute decree of divorce of and from the defendant on the grounds of indignities.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony existing between the plaintiff, Gertrude F. Mabry and the defendant, L.J. Mabry, be, and same are hereby dissolved, set aside and forever held for naught and the plaintiff, Gertrude F. Mabry is hereby granted an absolute decree of divorce from the defendant, L.J. Mabry; all cost of this action are hereby assessed against the plaintiff and the Court hereby retains jurisdiction of this cause to enter any orders necessary in the future and in the event that the defendant subjects himself to the jurisdiction of this Court pertaining to the property rights of the parties and the custody of the minor children of the parties.

Terry Shell
CHANCELLOR

FILED
MAY 9 1973

25×10
32×10
25×11

CLERK'S CERTIFICATE

STATE OF ARKANSAS
County of Crittenden } SS

I, Mary S. Besett Clerk of the Chancery Court within and for the State and County aforesaid, do hereby certify that the above and foregoing is a true, complete and accurate copy of the Decree of the Court in Cause No. 18866, wherein Gertrude F. Mabry is the Plaintiff and L. J. Mabry is the Defendant, as fully appears of record in my office.

In Testimony whereof, I have hereunto set my hand and affixed the seal of said Court this 22nd of May 19 74.

Mary S. Besett, CLERK

By Joan R. Woodruff, D. C.

"Exhibit C"

THIS PROPERTY SETTLEMENT AND SEPARATION AGREEMENT made and executed in duplicate this 24th day of November 1971, by and between GERTRUDE L. MABRY, hereinafter referred to as "Wife", and L. J. MABRY, hereinafter referred to as "Husband", both of Carroll County, in the State of Maryland.

WHEREAS, the parties hereto, Husband and Wife, have voluntarily consented and agreed to separation and no longer reside together as Husband and Wife, said separation occurring on or about November 15, 1971, and for which reason they do hereby consent and agree to live separate and apart from each other during the remainder of their natural lives and there does not appear to be any reasonable likelihood of a reconciliation and with a view to this change in their relationship, they desire to enter into an arrangement and agreement with reference to care, custody and support of the minor children of the parties hereto and an arrangement of settlement of their respective present and future property and other rights as are more fully hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises, the mutual covenants and agreements of each of the parties hereto to the other of the parties hereto, the said parties do hereby covenant and agree as follows:

1. That the said Wife shall be entitled to the care, custody and guardianship of Thomas G. Mabry, age 18, and Dianna T. Mabry, age 15, the minor children of the parties hereto and the said Husband covenants and agrees to pay unto the said Wife by way of support and maintenance for the Wife and the said children, the sum of $ 325.00 per month until June 30, 1974, or until such time as either of the children become self-supporting, marry or enter the Military Service, in which event the said payment may be reduced to the extent of $ 100.00 per month per child; and further providing there is no change in the Husband's employment which would reduce his income and no increase in his income taxes which would substantially change his status; the Husband shall have the right and privilege of claiming his Wife and the children as exemptions on his income

DHS EXHIBIT NO. 1
CASE # 13232
DATE 5-3-76
ACCEPTED BY [illegible]

tax during the time of the payment of the amount stipulated above; the Wife covenants and agrees that she will not remove the children from the continental United States for a period in excess of three (3) months without the written consent of the Husband and the Husband agrees that he will not unreasonably withold the written consent.

2. The Wife shall be entitled to retain as her individual property all household goods, furniture and furnishings in the living room, dining room and kitchen including china, glassware and crystal, together with the two china closets, and all bedroom furniture except as hereinafter noted, together with all other items of personal property belonging to her; that the said Husband shall be entitled to retain his individually owned personal property, 3/4 bed or one complete bedroom suite if he is unable to find a furnished apartment; each of the parties hereto shall have the right to claim one of the lawn mowers; the tractor shall remain on the property and if needed by either of the parties hereto, the other party shall pay to said party one-half of the value of the tractor; the money in the bank shall be divided equally between the parties hereto; the Husband shall retain as his sole and separate property the 1965 Falcon with the understanding that title to the 1970 Fairlane Ford shall remain in the Husband with the right and privilege of the Wife to the use of the same with the Husband paying the cost of insurance premiums and license tags for both automobiles; when and if a final divorce is obtained by either party, the Husband agrees to assign the title to the Fairlane automobile to said Wife.

3. It is further understood and agreed by and between the parties hereto that the real estate which they own and situate on the north side of Stone Road leading westward from Mount Pleasant, in Myers (3rd) Election District of Carroll County, Maryland, conveyed unto them by deed of Henry J. Roether, widower, dated August 18, 1967, and recorded among the Land Records of Carroll County in Liber C. C. C. No. 425, folio 494 &c. shall be sold as soon as possible after June 15, 1974, and the net proceeds thereof shall be divided equally between the parties hereto.

4. That the said parties hereto covenant and agree that there are no

debts or obligations by any of them on which the other party may be obligated, and the said Wife covenants and agrees with the said Husband that she will not at any time contract in her own name or in the name of the Husband, any debt or debts, charges or liabilities for which the said Husband or his estate shall or may be or become liable or answerable, and she hereby releases and forever discharges the said Husband from all debts, claims or liabilities which she has heretofore or which she hereafter contracts or incurs in her own name or in the name of the said Husband for her use and benefit and she further covenants and agrees that she, her executors or administrators will at all times hereafter keep the Husband, his heirs, executors and administrators indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by her and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understanding, agreement and obligations of the said Husband as is by this agreement hereinbefore more fully provided and set forth with regard to the support and maintenance of the Wife and of the children of the parties hereto.

5. The said Wife does hereby covenant and agree to and does hereby release, relinquish, waive, surrender, grant and assign unto the said Husband, his heirs, personal representatives, devisees, legatees, distributees and assigns, all right or claim of dower, descent, inheritance, distribution or the right to administer on his estate in the event he predeceases her, and all of her rights, claims or title, whether arising out of the said marriage between them or otherwise, in and to or to participate in any way in the distribution or enjoyment of the property or estate of the said Husband, real, personal or mixed, whether now owned or hereafter acquired by him, and whether arising out of said marriage relation or otherwise, to the end that said Wife shall be forever barred from any and all rights to the property of the said Husband, hereby specifically waiving any and all legal rights, claims or demands against the said Husband for support, maintenance, alimony or counsel fees, or by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand

which might otherwise than as provided for by this instrument.

6. The said Husband covenants and agrees to and does hereby release, relinquish, waive, surrender, grant and assign unto the Wife, her heirs, personal representatives, devisees, legatees, distributees and assigns all rights or claims of dower, curtesy, descent, inheritance, distribution or the right to administer on her estate in the event she predeceases him and all his rights, claims or title, whether arising out of the said marriage between them or otherwise, in and to or to participate in any way in the distribution or enjoyment of the property and estate of the said Wife, real, personal or mixed, whether now owned or hereafter acquired by her and whether arising out of said marriage relation or otherwise, to the end that said Husband shall be forever barred from all rights in and to the property of said Wife.

7. Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

8. Each party expressly stipulates that neither party waives or condones any cause for absolute divorce which either may have now or herafter against the other; that each party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper to obtain a decree of divorce.

9. Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof.

10. None of the provisions of this agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto; any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto.

11. In the event of any action in the future by either party hereto

against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this agreement shall be submitted to the Court having jurisdiction thereof, for its approval and any decree or judgment entered in such action shall make no other provision for the Wife, except as hereinabove provided, and said Court shall be requested by the parties hereto to incorporate this agreement by reference in any decree or judgment that may be entered in any such action. The amendment or deletion of any part of this agreement by the parties or by any Court shall not affect the remaining terms and provisions hereof.

12. The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities; that each signs this agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this agreement shall benefit, and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As witness our hands and seals the day and year first hereinbefore written.

Witness:

H. Paul Pilli — Gertrude L. Mabry (SEAL)
Gertrude L. Mabry

Jane Sell — L. J. Mabry (SEAL)
L. J. Mabry

STATE OF MARYLAND)
) ss:
COUNTY OF CARROLL)

I hereby certify that on this 26th day of November 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Gertrude L. Mabry, who made oath in due form of law that the matters and facts contained in the foregoing Property Settlement and Separation Agreement are true and correct, as therein stated, to the best of her knowledge, information and belief.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

PHYLLIS C. TRAPP NOTARY PUBLIC CARROLL COUNTY, MD.

Phyllis C. Trapp
Notary Public

STATE OF MARYLAND)
) ss:
COUNTY OF CARROLL)

I hereby certify that on this 20 day of November 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared L. J. Mabry, who made oath in due form of law that the matters and facts contained in the foregoing Property Settlement and Separation Agreement are true and correct, as therein stated, to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

E. JANE SELL NOTARY PUBLIC CARROLL CO., MD.

E. Jane Sell
Notary Public

LIBER 92 PAGE 216

GERTRUDE F. COX, formerly known as GERTRUDE F. MABRY 179 College Street Collierville, Tennessee 38017 Plaintiff	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND (In Equity)
vs.	*	
L.J. MABRY Stone Road Route 2, Box 271 Westminster, Maryland 21157 Defendant	*	Case #13232 Docket: 25 Folio: 56

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

ANSWER TO AMENDED BILL OF COMPLAINT

Now comes L. J. MABRY, Defendant, by his attorney, James A. Gede, and in answer to the Amended Bill of Complaint, states as follows:

1. That the Defendant admits the allegations contained in Paragraph #1 of the said Amended Bill of Complaint.

2. That the Defendant denies the allegations contained in Paragraph #2 of said Amended Bill of Complaint, and further states that the divorce obtained by the Plaintiff in Arkansas is invalid in that the Plaintiff was never domiciled in Arkansas and that the divorce was obtained by the Plaintiff in order to circumvent the Laws of the State of Maryland.

3. That the Defendant denies the allegations contained in Paragraph #3 of said Amended Bill of Complaint.

4. That the Defendant denies the allegations contained in Paragraph #4 of the Amended Bill of Complaint.

5. The Defendant maintains that an Agreement was signed by

Filed Dec 19, 1975

the parties hereto on November 26, 1971, however, the Defendant was not represented by counsel, that the Agreement was not an Agreement that he understood and that Attorney Weller who drafted said Agreement represented both sides in this matter and was primarily the wife's attorney. Further, that after said Agreement was signed the parties, then, went back together again, and that there were several supplemental Agreements forwarded to Mr. Weller who then advised the Defendant to seek other counsel which he did at that time. Other Agreements were then discussed between the parties and counsels, however, no Agreement was ever reached and at a later date the Complainant, then, left the State of Maryland and obtained a divorce in the State of Arkansas. In that divorce proceeding, no mention was made of any Separation Agreement dated in 1971, a separation date was merely recited of November 29, 1971, which is not a correct date, since the parties had separated and re-united after that date, and then, the Complainant left the Defendant sometime in November of 1972, spending the summer of 1972 in Europe with her daughter at her then husband's expense.

6. The Defendant denies the allegations in Paragraph #6 of the Amended Bill of Complaint on the basis that the aforementioned Property Settlement and Separation Agreement was null and void and not in effect and that further, he did provide support for his infant children at that time.

7. The Defendant denies the allegations contained in Paragraph #7 of the Amended Bill of Complaint.

HAVING FULLY answered the said Amended Bill of Complaint, the Defendant prays:

a. That the said Amended Bill of Complaint be dismissed.

b. That the divorce obtained in Arkansas be declared invalid.

c. That the Defendant may have such other and further relief as the nature of his cause may require.

AND AS IN DUTY BOUND, ETC.

L. J. Mabry

L. J. MABRY, Defendant

James A. Gede

JAMES A. GEDE,
Attorney for Defendant
Suite 304
Loyola Federal Building
22 West Pennsylvania Avenue
Towson, Maryland 21204
Telephone: (301)-825-0191

CERTIFICATION

I HEREBY CERTIFY that a copy of the aforegoing Answer to Amended Bill of Complaint was mailed this 17th day of December, 1975, via U.S. Mail, postage prepaid, to Luke K. Burns, Jr., Attorney for the Plaintiff herein, Hoff and Stoner, 43 North Court Street, Westminster, Maryland 21157

James A. Gede

JAMES A. GEDE, Esq.

GERTRUDE F. COX, formerly known as Gertrude F. Mabry, Plaintiff	)	NO. 13232 EQUITY
	)	IN THE
-v-	)	CIRCUIT COURT
L. J. MABRY,	)	FOR
Defendant.	)	CARROLL COUNTY.

OPINION AND DECREE

In this action the Plaintiff, Gertrude F. Cox, formerly known as Gertrude F. Mabry, seeks the sale of land in lieu of partition. The subject property was acquired by L. J. Mabry and his then wife, Gertrude F. Mabry, by deed dated August 18, 1967, and recorded among the Land Records of Carroll County in Liber 425, folio 494 &c. Gertrude F. Mabry secured an absolute decree of divorce from L. J. Mabry in the Chancery Court of Crittenden County, Arkansas, on May 9, 1973.

The Defendant in his Answer thereto raises a two pronged attack on the Bill of Complaint. He avers that the divorce obtained by the Plaintiff in Arkansas is invalid. He bases this on the theory that the Plaintiff was never domiciled in Arkansas and that the divorce was obtained by the Plaintiff in order to circumvent the Laws of the State of Maryland. As the second tine in his attack the Defendant alleges that the separation Agreement entered into by the parties on November 26, 1971, is null and void. This reasoning is grounded on the allegations that he was not represented by counsel, that it was not an agreement that he understood, that after the Agreement was signed the parties went back together again and that there were supplemental agreements written but not agreed to by the parties.

We will address ourselves to the issues of the validity of the Arkansas divorce first. Section 34-1208 of the Civil Code of Arkansas states:

Filed June 4, 1976

"34-1208. Matters which must be proved. - The plaintiff, to obtain a divorce, must prove, but need not allege, in addition to a legal cause of divorce:

First: A residence in the State by either the plaintiff or defendant for 60 days next before the commencement of the action, and a residence in the State for three (3) full months before the final judgment granting the decree of divorce. No decree of divorce however, shall be granted until at least thirty (3) days have elapsed from the date of the filing of the complaint except where the grounds for divorce is wilful desertion for one [1] year without reasonable cause or continuous separation for three [3] years without cohabitation. Where personal service cannot be had upon the defendant or where the defendant fails to enter his or her appearance in the action, no decree of divorce shall be granted the plaintiff until the said plaintiff has maintained an actual residence in the State of Arkansas for a period of not less than three (3) full months.

Second: That the cause of action and cause of divorce occurred or existed in this State, or if out of the State, that it was a legal cause of divorce in this State, the laws of this State to govern exclusively and independently of the laws of any other state as to the cause of divorce.

Third: That the cause of divorce occurred or existed within five (5) years next before the commencement of this suit."

Prior to 1931 the residence requirement had been one year.

In 1932, in the case of *Squire v. Squire*, 54 S.W. 2d 881, the Supreme Court of Arkansas construed the law and stated at page 281:

"We think the learned trial court misconstrued the effect of Act No. 71, supra. It does not provide that the plaintiff must, at the time of becoming a resident of this state or at the time of trial, have a 'permanent intention * * * of making Arkansas her permanent home.' All that is required in this respect is that proof must be made of a residence in this state of two months before suit is brought and of three months before final judgment. The statute makes no mention of a permanent intention of making Arkansas a permanent home. Under the old statute, section 3505, Crawford & Moses' Digest, it was necessary to allege and prove, in addition to a legal cause of divorce, a residence in this state for one year next before commencement of the action. Under this statute this court held in Wood v. Wood, 54 Ark. 172, 15 S.W. 459, that actual and not constructive residence was contemplated. See also

Vanness v. Vanness, 128 Ark. 543, 194 S.W. 498, ane Wood v. Wood, 140 Ark. 361, 215 S.W. 681. But it has never been held that the plaintiff must have had a permanent intention to make this state a permanent residence. We have held that absence from the state for a few months on a visit, being temporary, did not interfere with the residence once established. Wood v. Wood, 140 Ark. 361, 215 S.W. 681. The law of divorce is purely statutory and the General Assembly has enacted the statute under consideration. Whether it be good or bad is not a question for the courts."

In 1947 the same Court in the case of *Cassen v. Cassen*, 201 S.W. 2d 585, overruled *Squire v. Squire, supra*, and said at page 587:

"A divorce decree in this state, to fulfill all the requirements for full faith and credit under the United States Constitution, Art. 4, § 1, can determine status only when there is a bona fide residence in this state. We quote from Section 111 of the American Law Institute's Restatement of the Law on Conflict of Laws: 'A state cannot exercise through its courts jurisdiction to dissolve a marriage when neither spouse is domiciled within the state.'

So, now, we overrule Squire v. Squire, supra, insofar as it holds that a person who comes to this state for the purpose of obtaining a divorce and who does not have the animus manendi (which has always been held an essential ingredient of residence), may be said to be a bona fide resident of this state; and by 'bona fide residence,' we mean the same as domicile. We quote from, and adopt as our own and as ruling in this state, the language of the United States Supreme Court in Williams v. North Carolina, 325 U.S. 226, 65 S.Ct. 1092, 1095, 87 L.Ed. 1577, 157 A.L.R. 1366: 'Under our system of law, judicial power to grant a divorce - jurisdiction, strictly speaking - is founded on domicil. Bell v. Bell, 181 U.S. 175, 21 S.Ct. 551, 45 L.Ed. 804; Andrews v. Andrews, 188 U. S. 14, 23 S.Ct. 237, 47 L.Ed. 366. The framers of the Constitution were familiar with this jurisdictional prerequisite, and since 1789 neither this court nor any other court in the English-speaking world has questioned it. Domicil implies a nexus between person and place of such permanence as to control the creation of legal relations and responsibilities of the utmost significance. The domicil of one spouse within a State gives power to that State, we have held, to dissolve a marriage, wheresoever contracted.'

This essential as to bona fide residence must exist, not only at the time the decree is rendered, but also must have existed at the time the suit was filed. Parseghian v. Parseghian,

206 Ark. 869, 178 S.W. 2d 49; Porter v. Porter, 209 Ark. 371, 195 S.W. 2d 53; O'Keefe v. O'Keefe, 209 Ark. 837, 192 S.W. 2d 556."

The next action was taken by the Legislature of the State of Arkansas by Acts 1957, No. 36, page 127, wherein the term residence was defined as follows:

> "34-1208.1 Term 'residence' defined. - The word 'residence' as used in Section 34-1208 is defined to mean actual presence and upon proof of such the party alleging and offering such proof shall be considered domiciled in the State and this is declared to be the legislative intent and public policy of the State of Arkansas. [Acts 1957, No. 36, p. 127; 1961, No. 146, p. 342.]"

Following this Section of the Civil Code of Arkansas, a compilers note states:

> "Emergency Clause.
>
> Acts 1957, No. 36 contained an emergency clause designated as § 34-1208(b) which read: 'Because it is ascertained and determined that confusion exists by reason of various conflicting decisions, particularly in Squires v. Squires, 186 Arkansas 511, and Cassen v. Cassen, 211 Arkansas 582, whereby many persons throughout the United States have been embarrassed and their marital status made obscure by reason of said conflicting decisions; and this Act being necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist and this Act shall take effect and be in full force from and after its passage and approval.' Approved February 11, 1957."

Next, we note in the case of *Peugh v. Oliger*, 345 S.W. 2d 610, at page 613, the Supreme Court of Arkansas said at page 613:

> " * * * It frequently happens that the Legislature passes laws to overcome decisions of this Court, which is one of the intended functions of the Legislative Department in our three-department system of checks and balances. For example, Act 36 of 1957, compiled as § 34-1208.1, Ark. Stats., overruled the holding in Cassen v. Cassen, 211 Ark. 582, 201 S.W. 2d 585, and restored the rule with respect to what constitutes residence in a divorce action which had been stated in Squire v. Squire, 186 Ark. 511, 54 S.W. 2d 281. And yet in Wheat v. Wheat, 229 Ark. 842, 318 S.W. 2d 793, we upheld the Act 36 of 1957. * * *".

Based upon the law of the State of Arkansas, we are of the opinion that the divorce is valid in that State and deserves the full faith

and credit of this Court.

The second tine of the Defendant's attack is equally blunt. It is alleged in this approach that he was not represented by counsel and that he did not understand the Agreement. Since we note no injustice or inequity on the face of the executed Agreement, the fact that the Defendant was not represented by counsel makes it no less binding. In fact, the Defendant on cross-examination admitted to understanding its terms. He is a high school graduate and a retired Sergeant (E-7) of the United States Army. He also relies on the allegation that the parties went back together after the agreement was signed. While this argument may be persuasive in some instances, we do not believe that under the totality of the circumstances of this case that the separation Agreement executed by the parties was abrogated by the fact that the Plaintiff moved back into the same house with the Defendant after having executed a separation Agreement some ten months before. It appears to us that this action on the part of the Plaintiff was more by reason of necessity than for any hope of reconciliation on her part as judged by her actions in sleeping in a tent in the backyard with her daughter and then taking up two months residence in the same house with the Defendant but separate room with her daughter. Certainly we find no intent to cancel the Agreement by the actions of the Plaintiff or, for that matter, the actions of the Defendant. Finally, the Defendant argues that there were supplemental agreements written but not signed by the parties. We dispose of this by quoting from the executed Agreement in paragraph 10:

> "None of the provisions of this agreement shall in anyway be altered, changed, cancelled, abrogated or annulled by cohabitation or reconciliation of the parties hereto; any such alteration, change, cancellation, abrogation or annullment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto."

It is thereupon our opinion that the property in question should be sold in lieu of partition and an order will be

signed upon presentation of same appointing Luke K. Burns, Jr., Esquire, and James A. Gede, Esquire, as trustees for that purpose.

Associate Judge.

Copies to:

1. Luke K. Burns, Jr., Esquire, attorney for the Plaintiff.
2. James A. Gede, Esquire, attorney for the Defendant.

GERTRUDE F. COX	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
L. J. MABRY	:	CARROLL COUNTY
Defendant	:	NO. 13232 EQUITY

DECREE

Upon the foregoing Bill of Complaint for Partition of Land, the Defendant's Answer thereto and the Stipulation and Exhibits entered in this proceeding, it is thereupon this 27th day of July, 1976, by the Circuit Court for Carroll County, in Equity, ADJUDGED, ORDERED AND DECREED, that the real estate mentioned and described in these proceedings is owned by Gertrude F. Cox and L. J. Mabry, as tenants in common, and is not susceptible of partition in kind without material loss or injury to the owners thereof and that in order to make division of the interest of said two parties, it is necessary that said real estate be sold, and it is further, ADJUDGED, ORDERED AND DECREED that the property mentioned and described in these proceedings be sold in fee simple, and that Luke K. Burns, Jr. and James A. Gede, be and they are hereby appointed Trustees to make said sale; that the course and manner of these proceedings shall be as follows:

Said Trustees shall administer their Trusteeship pursuant to subtitle BR(Sales - Judicial), of the Maryland Rules; but before the said Luke K. Burns, Jr. and James A. Gede shall proceed to act as such Trustees they shall give a corporate bond to the State of Maryland in the penalty of $35,000 with a surety to be approved by this Court, or the Clerk thereof for the faithful discharge of their duties as such Trustees.

E. D. Warfield Jr.
JUDGE

Filed July 27, 1976

GERTRUDE F. COX	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
L. J. MABRY	:	CARROLL COUNTY
Defendant	:	NO. 13232 EQUITY

TRUSTEE'S REPORT OF PUBLIC SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Luke K. Burns, Jr. and James A. Gede, Trustees, appointed by Order of this Court passed in the above-entitled cause, dated July 27, 1976, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in, "The Carroll County Times", a weekly newspaper published in Carroll County, for at least three successive weeks before the day of sale, the first such publication was not less than 15 days prior to sale and the last such publication was not more than one week prior to sale, as follows: October 1, 1976, October 8, 1976, and October 15, 1976; and also said advertisement was inserted in "The Evening Sun", in the "Carroll County Section", a daily newspaper, published in Westminster, Carroll County, Maryland, on October 1, 1976, October 8, 1976 and October 15, 1976, they did, pursuant to said notice,

Filed Oct 29, 1976

attend, on the premises at 616 Stone Road, ½ mile northwest of the intersection of Stone Road and Littlestown Pike, 3rd Election District, Carroll County, Maryland, on the 16th day of October, in the year 1976, at 12:00 o'clock P.M. and then and there proceeded to sell said property in the manner following, that is to say:

Your Trustees offered at public sale to the highest bidder, the property mentioned in said decree, situate in Carroll County, Maryland and described as follows:

All that lot or parcel of land and the improvements thereon, situate on Stone Road, in the Myers, (3rd) Election District, Carroll County, Maryland, and containing 2.857 acres of land, more or less, being the same land conveyed unto L. J. Mabry and Gertrude L. Mabry, his wife, by deed of Henry J. Roether, widower, dated August 18, 1967 and recorded among the Land Records of Carroll County in Liber 425, folio 494.

Improved by a brick rancher, containing three bedrooms, kitchen, living room, dining room, basement, and garage with oil-fired hot water heat. Well and private sewage system.

And your Trustees sold the above described property to Evelyn R. Snader, for the sum of Forty-Seven Thousand Five Hundred Dollars ($47,500.00), she being, at that sum, the highest bidder therefore, the terms of said sale being cash deposit of $3,500.00 at the time and place of sale. Balance to be paid in cash upon final ratification of sale by the Circuit Court for

Carroll County. Taxes to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes to be borne by the purchaser. Settlement to be held within twenty-one days of final ratification.

Luke K. Burns Jr.
Luke K. Burns, Jr.
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045

James A. Gede
James A. Gede
11000 Reisterstown Road
Owings Mills, Maryland 21117
356-4870

We do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Trustee's Report of Public Sale are true and correct to the best of our knowledge, information and belief.

Luke K. Burns Jr.
Luke K. Burns, Jr.

October 20, 1976
Date

James A. Gede
James A. Gede

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
OCT 20 1 05 PM '76
CLERK

LIBER 92 PAGE 229

MEMORANDUM OF SALE

The property described in the annexed advertisement of sale was sold to

Evelyn R. Snader

at and for the sum of $

47,500

Luke K. Burns, Jr., Trustee

James A. Gede, Trustee
SELLERS

Evelyn R. Snader

Evelyn R Snader
BUYERS

AFFIDAVIT OF PURCHASER(S)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I/we hereby certify on this 16th day of October, 1976, under the penalties of perjury, that:

1. They were not acting as agent for anyone in the purchase of said property.

2. There are no other parties interested in said property as principals.

3. That the pruchaser(s) have not directly or indirectly discouraged anyone from bidding for the said property.

Evelyn R. Snader
BUYERS

LIBER 92 PAGE 230

GERTRUDE F. COX	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
L. J. MABRY	:	CARROLL COUNTY
Defendant	:	NO. 13232 EQUITY

ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 20th day of October, 1976, that the sale made and reported by Luke K. Burns, Jr. and James A. Gede, Trustees, in the above-entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 15th day of November, 1976, provided a copy of this Order be inserted in some newspaper, published in Carroll County, once in each of three successive weeks before the 15th day of November, 1976.

The report states the amount of sale to be $47,500.00.

Charles C. Conaway

Charles C. Conaway, Clerk

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
OCT 20 1 05 PM '76
C. C. Kelly
CLERK

LIBER 92 FAGE 231

Office of The Carroll County Times

Westminster, Md., November 10 *19* 76

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 10 *day of* November *19* 76*, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Christine L. Sheppard

FILED-NOV 18, 1976

Legal Notice

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
NO. 13232 EQUITY
GERTRUDE F. COX
Plaintiff
vs.
L. J. MABRY
Defendant
ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 20th day of October, 1976, that the sale made and reported by Luke K. Burns, Jr. and James A. Gede, Trustees, in the above-entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 17th day of November, 1976, provided a copy of this Order be inserted in some newspaper, published in Carroll County, once in each of three successive weeks before the 10th day of November, 1976.

The report states the amount of sale to be $47,500.00.

Charles C. Conaway,
Clerk
True Test

No. 0201

GERTRUDE F. COX	:	IN THE
	:	
Plaintiff	:	CIRCUIT COURT
	:	
vs.	:	FOR
	:	
L. J. MABRY	:	CARROLL COUNTY
	:	
Defendant	:	NO. 13232 EQUITY

O R D E R

ORDERED, this 18th day of Nov., 1976, by the Circuit Court for Carroll County, sitting in Equity, that the sale made and reported by Luke K. Burns, Jr. and James A. Gede, Trustees, in the above entitled cause, be and the same as hereby ratified and confirmed, no cause to the contrary being shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; and that the Trustees are allowed the usual commission and such proper expenses as they shall produce vouchers for the auditor of this Court.

C. E. Wantz
JUDGE

NOV 18 1 55 PM 1976
RWBoin

LIBER 92 PAGE 233

GERTRUDE F. COX, formerly known as Gertrude F. Mabry, Plaintiff	I	No. 13232 Equity.
vs.	I	In the Circuit Court for Carroll County.
L. J. MABRY, Defendant	I	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated November 18, 1976, and filed in this cause, he has stated the within account.

He has charged the Trustees ---------- with all the money in theirhands as shown by the proceedings had in this cause and he has allowed the Trustees their ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the said Gertrude F. Cox and L. J. Mabry as shown on the attached account.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

G. Edwin Fahrney
Auditor

JAN 3 9 10 AM '77

C. L. Kelly

In the Matter of the real estate of Gertrude F. Cox, formerly known as Gertrude F. Mabry, and L. J. Mabry, in account with Luke K. Burns, Jr. and James A. Gede, Trustees.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on October 20, 1976 ----------	$ 47,500.00
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ----------	$ 47,500.00

C R E D I T

1. To Luke K. Burns, Jr. and James A. Gede, Trustees, for commissions ----	$ 2,525.00		
2. To Thomas Insurance Agency, Inc., for premium on bond ----------	$ 140.00		
3. To Landmark Community Newspapers of Maryland, Inc., for advertising sale ----------	$ 136.80		
4. To Hanover Evening Sun, for advertising sale ----------	$ 142.80		
5. To T. R. O'Farrell Auction Co., Inc., for auctioneering sale -------	$ 475.00		
6. To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale ----------	$ 17.00		
7. To Tax Collector or Carroll County, for 1975/76 real estate taxes ----------	$ 531.67		
8. To Tax Collector of Carroll County, for 1976/77 real estate tax adj. ----------	$ 242.44		
9. To Lois Sheehan, for notary fee on deed ----------	$ 1.00		
COURT COSTS AS TAXED BY THE CLERK:			
Law Library ----------	$ 10.00		
Clerk ----------	$ 25.00		
Law Library ----------	$ 10.00		
Clerk (Recording) ----------	$ 105.00		
Auditor ----------	$ 105.00		
Copies of Audit (2) ---------	$ 3.00		
Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (4) -------	$ .60		
Filing Vouchers (6) ---------	$ 1.50	$ 272.10	$ 4,483.81
BALANCE FOR DISTRIBUTION ----------			$ 43,016.19

BALANCE FOR DISTRIBUTION BROUGHT FORWARD ---------- $ 43,016.19

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Gertrude F. Cox, the one-half of above balance ----------	$ 21,508.10	
To: L. J. Mabry, the one-half of above balance ----------	$ 21,508.09	$ 43,016.19
BALANCE ----------		$ - 0 -

✓

25 × 10 32 × 10 25 × 10

GERTRUDE F. COX, formerly known as Gertrude F. Mabry,	I	No. 13232 Equity.
Plaintiff	I	In the
vs.	I	Circuit Court
L. J. MABRY,	I	for
Defendant	I	Carroll County.

ORDERED, this 3rd day of January in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 18th day of January, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Filed Jan 3, 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 19th day of January, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the printer's certificate~~ and the Trustees are ------------------ hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JAN 19 2 55 PM '77
C. L. Kelly
CLERK

✓

No. 14094 EQUITY Docket 26 Folio 212

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
W.F.G.

D. EUGENE WALSH,
ASSIGNEE OF MORTGAGEE

Equity No. 14094

No. 14094 Equity

vs

BESSIE S. KAMMAN
a/k/a
BESSIE S. WOLF

LIBER 92 FAGE 237

DATE	CLERK'S MEMORANDUM
6-2-76	Order to docket case, Original Mortgages (2), Original Mortgage notes (2) and Statement of Mtge Claim fd.
6-2-76	Assignees Bond approved & fd.
6-9 -76	Assignees Report of Sale, Affidavit of Notice to Mortgagor and Affidavit of Purchaser fd.
6-10-76	Order Nisi of Sale of Publication fd. Copy mailed to Carroll County Times for Publication.
7-8-76	Plaintiff's Petition for Substitution of Purchasers and Exhibit no. 1, Printer's Certificate of Publication of Order Nisi on Sale fd.
7-8-76	Petition of Henry C. Ruppert Company, Inc. to pay Proceeds of Sale to Third Party and Request for Hearing fd.
7-9-76	Order of Court approving John S. Constantinides and Nicholas S. Constantinides as subtitute purchasers and ratifying sale fd. Copy delivered to D. Eugene Walsh, Atty.
12-1-76	Motion of Henry A. Ruppert Co, Inc to Amend Petition to pay Proceeds of Sale to Third Party and Motion to Refer Proceedings to Auditor fd.
12-20-76	Record of Proceedings delivered to G. Edwin Robertson, Esq, Auditor.
12-29-76	Petition for Payment of Mortgage Claim and Exhibit fd.
1-4-77	Order of Court granting Petition of Carroll Co Bank and Trust Co fd. Copy delivered to Petitioners Atty.
1-7-77	Auditors account, Order Nisi thereon and vouchers thereto fd.
1-25-77	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 238

D. EUGENE WALSH, Assignee of Mortgagee, 179 E. Main St., Westminster, Md., 21157 Plaintiff. vs. BESSIE S. KAMMAN, a/k/a BESSIE S. WOLF 12-14 N. Main St. Union Bridge, Md., 21791 Defendant.	:	NO. EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY, IN EQUITY.

CARROLL COUNTY, IN EQUITY.

ORDER TO DOCKET CAUSE

Mr. Clerk:

Please docket the above entitled cause, file the following mortgages to Carroll County Bank and Trust Company, a body corporate of the State of Maryland:

(a) From Bessie S. Kamman, dated December 31, 1970, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 480 Folio 274, and the assignment thereon from Carroll County Bank and Trust Company, to the said D. Eugene Walsh, dated April 21,1976, and marked Exhibit No. "1";

(b) From Bessie S. Wolf (formerly known as Bessie S. Kamman) dated April 8, 1975, and recorded among said Land Records in Liber C.C.C. No. 590 Folio 495, and the assignment thereon from Carroll County Bank and Trust Company, to the said D. Eugene Walsh, dated April 21, 1976, and marked Exhibit No. "2";

and the original mortgage notes to said mortgagee, as follows:

(a) From Bessie S. Kamman, dated December 31, 1970, in the original principal sum of $6250.00, due in one year, with interest at 8% per annum, and marked Exhibit No. "3";

(b) From Bessie S. Kamman, dated December 31, 1970, in the original principal sum of $6250.00, due in one year, with interest at 8% per annum, and marked Exhibit No. "4";

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 2 1 26 PM '76

CLERK

(c) From Bessie S. Wolf and Guy W. Wolf, Sr., dated April 8, 1975, in the original principal sum of $15,000.00, due in one year, with interest at 10% per annum, and marked Exhibit No. "5";

and also file Statement of Mortgage Claims, marked Exhibit No. "6", and also file and approve bond of Assignee of Mortgagee, marked Exhibit No. "7".

Estimated Value - $40,000.00

Assignee of Mortgagee

Mr. Clerk:

Please file.

WALSH, FISHER & GILMORE

Solicitors for Assignee of Mortgagee
179 E. Main St.
Westminster, Md., 21157
848-9200

✓

LIBER 92 PAGE 240

R-TD-CJ

CARROLL COUNTY BANK AND TRUST COMPANY

$ 6250.00 Westminster, Md. Dec. 31, 19 70

One year ---------- after date, For value received, the Undersigned promise to pay to the order of

CARROLL COUNTY BANK AND TRUST COMPANY

(hereinafter called "Bank"), at its main office, Carroll County, Maryland, Sixty Two Hundred Fifty DOLLARS, in lawful money of the United States, with interest at the rate of 8 per cent per annum, said principal sum to be paid after the date hereof, said interest to be paid monthly or as the holder hereof may demand.

The Undersigned jointly and severally covenant and agree:

1. If any installment of principal or interest or any part thereof be not paid when due (whether by acceleration, extension or otherwise) or the Undersigned should make, or attempt to make, any assignment for the benefit of creditors, die, be adjudged to be insolvent or unable to pay his debts as they mature; or any receiver, trustee liquidator, custodian or like officer be appointed to take custody, possession, or control of any property given to secure the payment hereof; or any attachment, levy, garnishment or like process become effective with respect to said property, or title is transferred to said property, or the Undersigned fail to perform any obligation hereunder, then the holder of this note may, without notice to any party, declare all the indebtedness evidenced hereby to be immediately due and payable.

2. That any extension for the time of payment or delay on the part of the holder hereof in exercising any rights, or failure to exercise any rights hereunder shall not be deemed a waiver of any rights or remedies of the holder.

3. The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest and notice of protest and of non-payment and agree and consent that the time for payment may be extended, or this note or any portion of the indebtedness then due hereon may be from time to time and for any term or terms extended or renewed by agreement between the holders, and any of them, without notice to any other parties and that after each such extension or renewal, the liabilities of all parties shall remain as if each party hereto had consented thereto.

The Undersigned, jointly and severally, whether makers, endorsers, sureties, guarantors or assignors, authorize any attorney of any Court of record to appear for them, or any of them, at any time hereafter, whether this note has matured or not, in any court of competent jurisdiction in the State of Maryland, or any other State or Territory of the United States and to confess judgment for the amount appearing due and payable against the Undersigned, plus fifteen percent attorney's fees and costs of suit in favor of the payee or any holder of this note, and waive all rights of appeal, stay of execution, all exemptions under the laws of the State of Maryland or elsewhere, as well as all errors in the proceedings.

It is expressly understood and agreed that the word "Bank" means and includes the Carroll County Bank and Trust Company and its transferees, endorsees and assigns and that the word "Undersigned" shall include makers, endorsers, sureties, guarantors and assignors hereof.

WITNESS:

Bessie S. Kamman (SEAL)

Bessie S. Kamman (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

PO Box 285
Union Bridge
21791

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUN 2 1 27 PM '76

CLERK

EXHIBIT NO. "3"

LIBER 92 PAGE 241

Pay to the order of D. Eugene Walsh for the purpose of foreclosure and collection.

CARROLL COUNTY BANK AND TRUST COMPANY

By Robert E. Chrest
Robert E. Chrest, Senior V. Pres.

Witness:
Ing M. Bell

Original Amount (2 notes @ $6,250.00 each)	$12,500.00
Less various payments	4,115.70
	$ 8,384.30

Interest paid to January 31, 1976

09420

Becau L. Kramer

LIBER 92 PAGE 242

R-TD-CJ

CARROLL COUNTY BANK AND TRUST COMPANY

$ 6250.00 Westminster, Md. Dec. 31, 19 70

One year ---------- after date, For value received, the Undersigned ~~jointly and severally~~ promise to pay to the order of

CARROLL COUNTY BANK AND TRUST COMPANY

(hereinafter called "Bank"), at its main office, Carroll County, Maryland, Sixty Two Hundred Fifty DOLLARS, in lawful money of the United States, with interest at the rate of 8 per cent per annum, said principal sum to be paid ..... after the date hereof, said interest to be paid monthly or as the holder hereof may demand.

The Undersigned jointly and severally covenant and agree:

1. If any installment of principal or interest or any part thereof be not paid when due (whether by acceleration, extension or otherwise) or the Undersigned should make, or attempt to make, any assignment for the benefit of creditors, die, be adjudged to be insolvent or unable to pay his debts as they mature; or any receiver, trustee liquidator, custodian or like officer be appointed to take custody, possession, or control of any property given to secure the payment hereof; or any attachment, levy, garnishment or like process become effective with respect to said property, or title is transferred to said property, or the Undersigned fail to perform any obligation hereunder, then the holder of this note may, without notice to any party, declare all the indebtedness evidenced hereby to be immediately due and payable.

2. That any extension for the time of payment or delay on the part of the holder hereof in exercising any rights, or failure to exercise any rights hereunder shall not be deemed a waiver of any rights or remedies of the holder.

3. The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest and notice of protest and of non-payment and agree and consent that the time for payment may be extended, or this note or any portion of the indebtedness then due hereon may be from time to time and for any term or terms extended or renewed by agreement between the holders, and any of them, without notice to any other parties and that after each such extension or renewal, the liabilities of all parties shall remain as if each party hereto had consented thereto.

The Undersigned, jointly and severally, whether makers, endorsers, sureties, guarantors or assignors, authorize any attorney of any Court of record to appear for them, or any of them, at any time hereafter, whether this note has matured or not, in any court of competent jurisdiction in the State of Maryland, or any other State or Territory of the United States and to confess judgment for the amount appearing due and payable against the Undersigned, plus fifteen percent attorney's fees and costs of suit in favor of the payee or any holder of this note, and waive all rights of appeal, stay of execution, all exemptions under the laws of the State of Maryland or elsewhere, as well as all errors in the proceedings.

It is expressly understood and agreed that the word "Bank" means and includes the Carroll County Bank and Trust Company and its transferees, endorsees and assigns and that the word "Undersigned" shall include makers, endorsers, sureties, guarantors and assignors hereof.

WITNESS: Charles O. Fisher

Bessie S. Kamman (SEAL)

Bessie S. Kamman (SEAL)

(SEAL)

(SEAL)

(SEAL)

P.O. Box 385 (SEAL)

Union Bridge, Md. (SEAL)

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CARROLL CO., MD.

JUN 2 1 27 PM '76

CLERK

EXHIBIT NO. "4"

LIBER 92 PAGE 243

Pay to the order of D. Eugene Walsh for the purpose of foreclosure and collection.

CARROLL COUNTY BANK AND TRUST COMPANY

BY Robert E. Chrest
Robert E. Chrest, Senior V. Pres.

Witness:

Ing M. Belt

09420

25×10 32×10 25×10

LIBER 92 PAGE 244 11503

R-TD-CJ

CARROLL COUNTY BANK AND TRUST COMPANY

$ 15,000.00 Westminster, Md. April 5th 19 75

One year ---------- after date, For value received, the Undersigned jointly and severally promise to pay to the order of

CARROLL COUNTY BANK AND TRUST COMPANY

(hereinafter called "Bank"), at its Principal office, Carroll County, Maryland, Fifteen Thousand DOLLARS, in lawful money of the United States, with interest at the rate of 10 per cent per annum, said principal sum to be paid One year --------- after the date hereof, said interest to be paid monthly or as the holder hereof may demand.

The Undersigned jointly and severally covenant and agree:

1. If any installment of principal or interest or any part thereof be not paid when due (whether by acceleration, extension or otherwise) or the Undersigned should make, or attempt to make, any assignment for the benefit of creditors, die, be adjudged to be insolvent or unable to pay his debts as they mature; or any receiver, trustee liquidator, custodian or like officer be appointed to take custody, possession, or control of any property given to secure the payment hereof; or any attachment, levy, garnishment or like process become effective with respect to said property, or title is transferred to said property, or the Undersigned fail to perform any obligation hereunder, then the holder of this note may, without notice to any party, declare all the indebtedness evidenced hereby to be immediately due and payable.

2. That any extension for the time of payment or delay on the part of the holder hereof in exercising any rights, or failure to exercise any rights hereunder shall not be deemed a waiver of any rights or remedies of the holder.

3. The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest and notice of protest and of non-payment and agree and consent that the time for payment may be extended, or this note or any portion of the indebtedness then due hereon may be from time to time and for any term or terms extended or renewed by agreement between the holders, and any of them, without notice to any other parties and that after each such extension or renewal, the liabilities of all parties shall remain as if each party hereto had consented thereto.

The Undersigned, jointly and severally, whether makers, endorsers, sureties, guarantors or assignors, authorize any attorney of any Court of record to appear for them, or any of them, at any time hereafter, whether this note has matured or not, in any court of competent jurisdiction in the State of Maryland, or any other State or Territory of the United States and to confess judgment for the amount appearing due and payable against the Undersigned, plus fifteen percent attorney's fees and costs of suit in favor of the payee or any holder of this note, and waive all rights of appeal, stay of execution, all exemptions under the laws of the State of Maryland or elsewhere, as well as all errors in the proceedings.

It is expressly understood and agreed that the word "Bank" means and includes the Carroll County Bank and Trust Company and its transferees, endorsees and assigns and that the word "Undersigned" shall include makers, endorsers, sureties, guarantors and assignors hereof.

WITNESS:

Charles O. Fisher — Bessie S. Wolf (formerly known as Bessie S. Kamman) (SEAL)

Charles O. Fisher — Guy Wolf (SEAL)

Secured by mortgage of even date herewith.

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CIRCUIT COURT
CARROLL CO., MD.
JUN 2 1 27 PM '76

CLERK

EXHIBIT NO. "5"

LIBER 92 PAGE 245

Pay to the order of D. Eugene Walsh for the purpose of foreclosure and collection.

CARROLL COUNTY BANK AND TRUST COMPANY

By Robert E Chrest
Robert E. Chrest, Senior V. Pres.

Witness:
Ina M. Bell

	Original Amount	$15,000.00
	Less various Payments	.00
(Apr. 14'76)	Plus Fire Ins. Premium paid by Bank	840.00
		$15,840.00

Interest paid to January 31, 1976

D. EUGENE WALSH,
Assignee of Mortgagee,

Plaintiff.

vs.

BESSIE S. KAMMAN, a/k/a
BESSIE S. WOLF

Defendant.

NO. 14094 EQUITY

IN THE CIRCUIT COURT FOR CARROLL COUNTY, SITTING IN EQUITY

STATEMENT OF MORTGAGE CLAIMS

Balance due on mortgage (a), marked Exhibit No. "1", dated December 31, 1970, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 480 Folio 274:

Principal Balance	$12,500.00	
Less - credits	$ 4,115.70	
	$ 8,384.30	
Plus:		
Interest - 1/30/76 to 6/2/76	250.44	
Late Charge	7.83	$ 8,642.57

Balance due on mortgage (b), marked Exhibit No. "2", dated April 8, 1975, and recorded among said Land Records in Liber C.C.C. No. 590 Folio 495:

Principal Balance	$15,000.00	
Interest - 1/30/76 to 6/2/76	493.56	
Late Charge	5.94	$15,499.50

For moneys advanced for insurance premium 840.00

TOTAL $24,982.07

State of Maryland, Carroll County, to wit:

I hereby certify that on this 2nd day of June, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared D. EUGENE WALSH, Assignee of Mortgagee, and made oath in due form of law that the foregoing is a true statement of the amounts remaining due on said mortgage indebtednesses.

Witness my hand and Notarial Seal.

S. Lakore Carroll
Notary Public.

EXHIBIT NO. "6"

LIBER 480 PAGE 274
LIBER 92 PAGE 247

14094 Equity

RECEIPT NO. 85450

THIS PURCHASE MONEY MORTGAGE made this 31st day of December, in the year nineteen hundred and seventy, by BESSIE S. KAMMAN, of Carroll County, in the State of Maryland, mortgagor.

Whereas, the said BESSIE S. KAMMAN by her single bills of even date herewith, stands indebted unto CARROLL COUNTY BANK AND TRUST COMPANY, a body corporate of the State of Maryland, mortgagee, as follows:

(a) In the just and full sum of Sixty Two Hundred Fifty ($6250.00) Dollars, to be due in one year from the date hereof, with interest from date at the rate of eight (8) per centum per annum, payable monthly; and

(b) In the just and full sum of Sixty Two Hundred Fifty ($6250.00) Dollars, to be due in one year from the date hereof, with interest from date at the rate of eight (8) per centum per annum, payable monthly; and

which sums are in part of the purchase price for the hereinafter described property; and for the purpose of more effectively securing the payment of said indebtednesses, according to the tenor of said single bills, these presents are executed. At anytime the principal and interest may be reduced or extinguished, without penalty.

Should the title to the within mortgaged property be acquired by any person or corporation other than the mortgagor by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of said mortgagee.

Said mortgagor hereby covenants to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of $2.00 on each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

25X 32X 25X

Now, therefore, this Purchase Money Mortgage witnesseth, that in consideration of the premises, and the sum of one dollar, the said BESSIE S. KAMMAN does hereby grant and convey in fee simple unto the said CARROLL COUNTY BANK AND TRUST COMPANY, its successors and assigns, all that lot or parcel of land situate on the East side of Main Street, in the Town of Union Bridge, in the Twelfth Election District of Carroll County, Maryland, containing 6684 square feet of land, more or less, and being all and same land secondly described in the deed from Robert J. Martineau, Trustee, to Louis S. Sharkey and Josephine B. Sharkey, as tenants in common, dated July 27, 1967, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 424 Folio 324.

And being further all and same land conveyed unto the said Bessie S. Kamman by deed of the said Louis S. Sharkey, et als., of even date herewith and intended to be recorded among said Land Records immediately prior hereto.

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LIBER 92 PAGE 249

LIBER 480 PAGE 276

Together with the buildings and improvements thereon, and all and singular . . waters, roads and ways as now located and used, rights, privileges and appurtenances thereto belonging or in anywise appertaining; and all crops of every nature and kind and no matter by whom pitched or begun, growing on said property hereby conveyed at the time of the sale of said property in any proceedings wherein the mortgage indebtedness aforesaid is to be collected or paid.

Provided that if the said mortgagor shall pay to the said mortgagee the amount of the principal of the aforesaid promissory note or single bill and the interest thereon, according to the tenor thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on said mortgagor's part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed, on said hereby mortgaged property, or any part thereof, which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor does hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt, or of the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same; or in case of strip or waste of the hereby granted and conveyed property; or in case of default in the performance of any of the agreements, covenants or conditions of this mortgage on the part of the said mortgagor, then, and in any such event, the whole of the mortgage debt intended to be secured hereby shall forthwith, at the option of the mortgagee, become due and demandable; and these presents are hereby declared to be made in trust, and which said mortgagee or D. Eugene Walsh the hereby duly constituted attorney, or the agent of the said mortgagee, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged together with the crops as aforesaid thereon growing at the time of the said sale, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and all costs and expenses incurred, or to be incurred, in making such sale and in the foreclosure proceedings; and to grant and convey the said property so sold to the purchaser or purchasers thereof, or to his, her, its or their heirs, successors or assigns; and which said sale shall be made after giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper printed in Carroll County, in the State of Maryland; and the proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale including a fee of $ 250.00 and a commission to the party making sale of said property equal to the commissions allowed to trustees to sell real estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity, and all such other counsel fees as the mortgagee or the attorney above named, may be caused to incur in connection with the foreclosure of this mortgage; secondly, to the payment of all claims of said mortgagee under this mortgage, including interest calculated to statement of audit whether the same shall have then matured or not; and, thirdly, as to the residue, if any, to pay it over to the said mortgagor or to whomsoever may be entitled to the same.

And the said mortgagor further covenants to insure forthwith, and pending the existence of this mortgage to keep insured the improvements in the amount of at least $12,500.00 and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, or other loss to be included by extended coverage insurance, to inure to the benefit of the mortgagee to the extent of said mortgagee's lien or claim hereunder; and in default thereof it shall be lawful for the mortgagee so to insure said premises, and the premiums paid thereon shall be a lien on the hereby mortgaged property, to be added to the amount secured by these presents, and payable forthwith, with interest; and in case the said mortgagor shall make default in paying any or all taxes and assessment, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said property hereby mortgaged, and the same shall be paid by the said mortgagee the amount thereof shall become a lien and be collectible under this instrument in the same manner as is above provided in case of unpaid insurance premiums.

And the said mortgagor does hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said mortgaged premises, or to be paid in any equity proceedings to which the holder of said mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said mortgagor shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said mortgagee or the attorney above named, and which said mortgagee or the attorney above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

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.

In witness whereof the said mortgagors have affixed their hands and seals the day and year first hereinabove written.

WITNESS: Charles O. Fisher

Charles O. Fisher

Bessie S. Kamman (SEAL)

Bessie S. Kamman ~~xxxxxx~~

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL

On this 31st day of December, 1970, before me a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer personally appeared

BESSIE S. KAMMAN

known to me to be the persons whose names ~~are~~ is subscribed to the within instrument, and ~~xxxxxx~~ acknowledged that ~~they~~ she respectively executed the same for the purposes therein contained, and at the same time also personally appeared

RUSSELL A. SELLMAN, Senior Vice-President of CARROLL COUNTY BANK AND TRUST COMPANY

mortgagee herein, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein stated, and further made oath that he is duly authorized to make this affidavit and has personal knowledge of the contents thereof.

In witness whereof I hereunto set my hand and Official Seal.

Loretta M. Ferguson

Loretta M. Ferguson

Notary Public

My commission expires : July 1, 1974

REC'D. FOR RECORD Jan. 5 1971 AT 4:15 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 626 PAGE 609 LIBER 92 PAGE 250

Assignment

OF MORTGAGE FROM CARROLL COUNTY BANK & TRUST CO.

TO D. EUGENE WALSH, ATTY. AS RECORDED IN

LIBER CCC No. 480 FOLIO 274

MAIL TO Equity No. 14094

DATE MAILED 6 21 76

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 22 3 24 PM '76

25×10

32×10

25×10

LIBER 590 PAGE 495

LIBER 92 PAGE 251

140946 Equity

APR 10 75 * 27245 ****109.50
APR 10 75 A E27245 *****99.00
APR 10 75 A E27244 *****10.50

THIS MORTGAGE made this 8th day of April, in the year nineteen hundred and seventy-five, by BESSIE S. WOLF (formerly known as BESSIE S. KAMMAN) of Carroll County, in the State of Maryland, Mortgagor.

Whereas, the said BESSIE S. WOLF by her single bill of even date herewith, stands indebted unto CARROLL COUNTY BANK AND TRUST COMPANY, a body corporate of the State of Maryland, Mortgagee herein, in the just and full sum of Fifteen Thousand ($15,000.00) Dollars, to be due in one (1) year from the date hereof, with interest from date at the rate of ten per centum (10%) per annum, payable monthly; and whereas, for the purpose of more effectively securing the payment of said indebtedness, according to the tenor of the same, these presents are executed. At any time principal and interest may be reduced or extinguished, without penalty. Upon default in the payment of any instalment of interest, as above set forth, the whole of said debt shall become due and payable.

Should the title to the within mortgaged property be acquired by any person or corporation other than the mortgagor, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the mortgagee.

Said mortgagor hereby covenants to pay a late charge not to exceed five cents for each dollar of delinquent interest, or a minimum charge of $2.00 on each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

Now, therefore, this Mortgage witnesseth, that in consideration of the premises, and the sum of one dollar, the said BESSIE S. WOLF, (formerly known as BESSIE S. KAMMAN) does hereby grant and convey in fee simple unto the said CARROLL COUNTY BANK AND TRUST COMPANY, its successors and assigns, all

that lot or parcel of land situate on the East side of Main Street, in the Town of Union Bridge, in the Twelfth Election District of Carroll County, Maryland, containing 6684 square feet of land, more or less, and being all and same land conveyed unto the said Bessie S. Wolf (in the name of Bessie S. Kamman) by deed of Louis S. Sharkey, et als., dated December 31, 1970, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 480 Folio 270.

25X 10 32X 10 25X 10

LIBER 92 FAGE 253
LIBER 590 FAGE 497

Together with the buildings and improvements thereon, and all and singular the waters, roads and ways as now located and used, rights, privileges and appurtenances thereto belonging or in anywise appertaining; and all crops of every nature and kind and no matter by whom pitched or begun, growing on said property hereby conveyed at the time of the sale of said property in any proceedings wherein the mortgage indebtedness aforesaid is to be collected or paid.

Provided that if the said mortgagor shall pay to the said mortgagee the amount of the principal of the aforesaid promissory note or single bill and the interest thereon, according to the tenor thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on said mortgagor's part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, or any part thereof, which taxes, assessments, public dues, charges, mortgagedebt and interest the said mortgagor does hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt, or of the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same; or in case of strip or waste of the hereby granted and conveyed property; or in case of default in the performance of any of the agreements, covenants or conditions of this mortgage on the part of the said mortgagor, then, and in any such event, the whole of the mortgage debt intended to be secured hereby shall forthwith, at the option of the mortgagee, become due and demandable; and these presents are hereby declared to be made in trust, and which said mortgagee or D. Eugene Walsh the hereby duly constituted attorneys, or the agent of the said mortgagee, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, together with the crops as aforesaid thereon growing at the time of the said sale, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and all costs and expenses incurred, or to be incurred, in making such sale and in the foreclosure proceedings; and to grant and convey the said property so sold to the purchaser or purchasers thereof, or to his, her, its or their heirs, successors or assigns; and which said sale shall be made after giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Carroll County, in the State of Maryland; and the proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale including a fee of $ $230.00 and a commission to the party making sale of said property equal to the commissions allowed to trustees to sell real estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity, and all such other counsel fees as the mortgagee or the attorneys above named, may be caused to incur in connection with the foreclosure of this mortgage; secondly, to the payment of all claims of said mortgagee, under this mortgage, including interest calculated to statement of audit whether the same shall have then matured or not; and, thirdly, as to the residue, if any, to pay it over to the said mortgagor or to whomsoever may be entitled to the same.

And the said mortgagor further covenants to insure forthwith, and pending the existence of this mortgage to keep insured the improvements in the amount of at least $15,000.00 and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, or other loss to be included by extended coverage insurance, to inure to the benefit of the mortgagee to the extent of said mortgagee's lien or claim hereunder; and in default thereof it shall be lawful for the mortgagee so to insure said premises, and the premiums paid thereon shall be a lien on the hereby mortgaged property, to be added to the amount secured by these presents, and payable forthwith, with interest; and in case the said mortgagor shall make default in paying any or all taxes and assessment, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said property hereby mortgaged, and the same shall be paid by the said mortgagee the amount thereof shall become a lien and be collectible under this instrument in the same manner as is above provided in case of unpaid insurance premiums.

And the said mortgagor does hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said mortgaged premises, or to be paid in any equity proceedings to which the holder of said mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said mortgagor shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said mortgagee or the attorneys above named, and which said mortgagee or the attorneys above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

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.

In witness whereof the said mortgagors have affixed their hands and seals the day and year first hereinabove written.

WITNESS: Charles O Fisher

Charles O. Fisher

Bessie S. Wolf (SEAL)
Bessie S. Wolf
(formerly Bessie S. Kamman) (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL

On this 8th day of April, 1975, before me a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer personally appeared
BESSIE S. WOLF (formerly known as BESSIE S. KAMMAN)

known to me to be the persons whose names is subscribed to the within instrument, and ~~they~~ acknowledged that ~~they~~ she executed the same for the purposes therein contained, and at the same time also personally appeared RUSSELL A. SELLMAN, President
of CARROLL COUNTY BANK AND TRUST COMPANY,

mortgagee herein, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein stated, and further made oath that he is duly authorized to make this affidavit and has personal knowledge of the contents thereof.

In witness whereof I hereunto set my hand and Official Seal.

June B. Jenkins

June B. Jenkins
Notary Public.

My commission expires : July 1, 1978

NOTARY PUBLIC CARROLL COUNTY JUNE B. JENKINS

REC'D. FOR RECORD April 10 1975 AT 1:50 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 626 PAGE 610
LIBER 92 PAGE 254

Assignment

OF MORTGAGE FROM CARROLL COUNTY BANK & TRUST CO.

TO D. EUGENE WALSH, ATTY.

LIBER CCC No. 590 FOLIO 495

AS RECORDED

MAIL TO Equity No. 14094

DATE MAILED 6/21/76

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 23 24 PM '76

25X

32X

25X

LIBER 92 PAGE 255

D. EUGENE WALSH, Assignee of Mortgagee, 179 E. Main St., Westminster, Md., 21157	:	No. 14094 Equity IN THE CIRCUIT COURT
Plaintiff.	:	FOR CARROLL COUNTY,
vs.	:	IN EQUITY
BESSIE S. KAMMAN, a/k/a BESSIE S. WOLF 12-14 N. Main St., Union Bridge, Md., 21791	:	
Defendant.	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of D. Eugene Walsh, Assignee of Mortgagee, respectfully shows:

That under and by virtue of the powers of sale contained in the following mortgages to Carroll County Bank and Trust Company from:

(a) Bessie S. Kamman, dated December 31, 1970, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 480 Folio 274; and

(b) Bessie S. Wolf (formerly known as Bessie S. Kamman), dated April 8, 1975, and recorded among said Land Records in Liber C.C.C. No. 590 Folio 495; and

which mortgages were duly assigned by Carroll County Bank and Trust Company to D. Eugene Walsh, on April 21, 1976, and which assignments are of record among said Land Records at the foot of said mortgages, and after default having occurred in the payment of the principal and interest due under said mortgages, and in other covenants in said mortgages contained, and after giving bond with approved security, and after having given more than twenty (20) days' notice of the time, place, manner and terms of sale by advertisement in the CARROLL

Filed June 9, 1976

COUNTY TIMES, a weekly newspaper published in Westminster, Carroll County, Maryland, (a certificate of publication being filed herewith as a part hereof, and marked Exhibit No. "1"), your said Assignee of Mortgagee did attend on the premises on Saturday, June 5, 1976, at 12 o'clock, Noon, and then and there offered at public auction the following:

> All that lot or parcel of land situate on the East side of Main Street, in the Town of Union Bridge, in the Twelfth Election District of Carroll County, Maryland, containing 6684 square feet of land, more or less, and being all and same land conveyed unto Bessie S. Wolf (in the name of Bessie S. Kamman) by deed of Louis S. Sharkey, et als., dated December 31, 1970, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 480 Folio 270,

and sold the same to LOUIS S. SHARKEY, of Carroll County, Maryland, at and for the purchase price of Thirty Nine Thousand ($39,000.00) Dollars, he being then and there at that price the highest bidder therefor, and said purchaser paid a deposit of Thirty Nine Hundred ($3900.00) Dollars thereon, and agreed to pay the balance thereof upon ratification of said sale by your Honorable Court.

All of which is respectfully submitted.

D. Eugene Walsh
Assignee of Mortgagee

State of Maryland, Carroll County, to wit:

I hereby certify that on this 9th day of June, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County, personally appeared D. EUGENE WALSH, Assignee of Mortgagee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, as therein stated, to the best of his knowledge and belief, and that the sale therein reported is bona fide and was fairly made, and that he is duly authorized to make this affidavit and has personal knowledge of the contents thereof.

Witness my hand and Notarial Seal.

Shirley Carol
Notary Public

LIBER 92 PAGE 257

D. EUGENE WALSH, :
Assignee of Mortgagee, No. Equity

Plaintiff. : In the Circuit Court for Carroll County, sitting in Equity

vs.

:

BESSIE S. KAMMAN, a/k/a
BESSIE S. WOLF

:

Defendant.

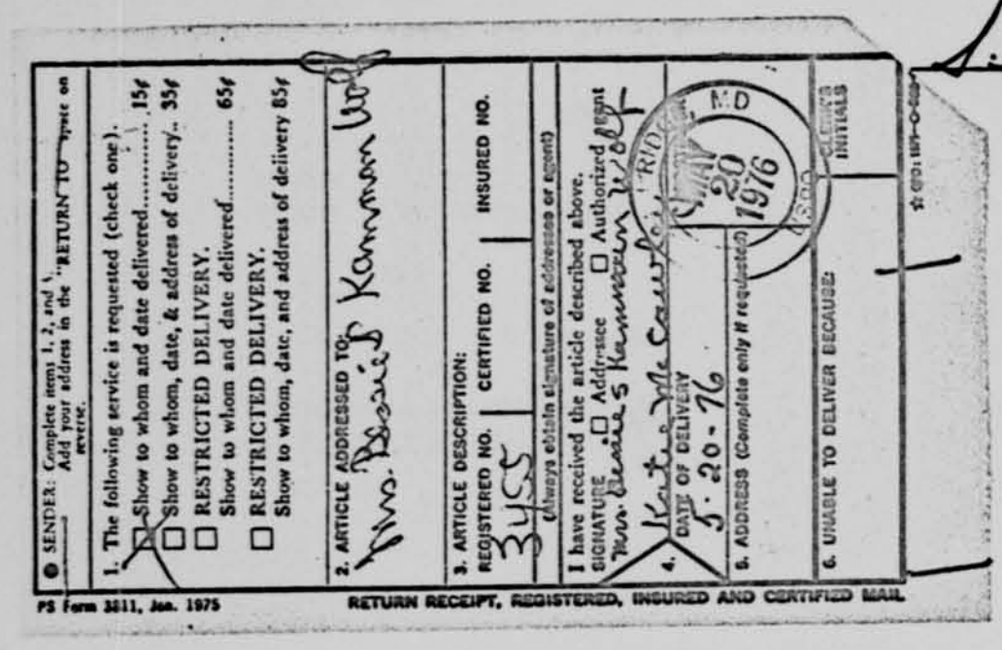
:

AFFIDAVIT OF NOTICE TO MORTGAGOR

State of Maryland, County of Carroll, to wit:

I hereby certify that on this 9th day of June, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared D. EUGENE WALSH, Assignee of Mortgagee, and made oath in due form of law that the notice of time, place and terms of sale was mailed to Bessie S. Kamman Wolf, mortgagor, not earlier than twenty (20) days and not later than five (5) days before the date of sale, in compliance with Rule W74, Section 2b of the Maryland Rules of Procedure, as will appear by reference to the Return Receipt attached hereto.

Witness my hand and Notarial Seal.



Notary Public.

D. EUGENE WALSH, Assignee of Mortgagee,	:	No. Equity
Plaintiff.	:	In the Circuit Court for Carroll County, sitting in Equity.
vs.	:	
BESSIE S. KAMMAN, a/k/a BESSIE S. WOLF,	:	
Defendant.	:	

AFFIDAVIT OF PURCHASER

State of Maryland, Carroll County, to wit:

I hereby certify that on this 8th day of June, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared LOUIS S. SHARKEY, the purchaser of the real estate at the foreclosure sale in this cause, and made oath in due form of law that he was the purchaser and purchased the same as principal and not as agent for anyone, and that he did not, nor did any person on behalf of said purchaser, directly or indirectly discourage anyone from bidding for the real estate mentioned in these proceedings.

Witness my hand and Notarial Seal.

S. LaRue Crouse

Notary Public.
My commission expires: July 1, 1978

Louis S. Sharkey

Louis S. Sharkey
Purchaser

✓

LIBER 92 PAGE 259

D. EUGENE WALSH, Assignee of Mortgagee,	:	No. Equity
Plaintiff.	:	In the CircuitCourt for Carroll County, sitting in Equity
vs.	:	
BESSIE S. KAMMAN, a/k/a BESSIE S. WOLF	:	
Defendant.	:	

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 10th day of June, 1976, that the sale of real estate mentioned in these proceedings made and reported by D. Eugene Walsh, Assignee of Mortgagee, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of July, 1976, provided a copy of this order be inserted in some weekly newspaper published in Carroll County, Maryland, once in each of three successive weeks before the 1st day of July, 1976.

The report states the amount of sale to be $39,000.00.

Charles C Conaway
Clerk

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUN 10 11 57 AM '76
C L Kelly
CLERK

✓

D. EUGENE WALSH, Assignee of Mortgagee, 179 E. Main St. Westminster, Md., 21157	:	NO. 14094 EQUITY
	:	IN THE CIRCUIT COURT FOR CARROLL
Plaintiff.	:	COUNTY, SITTING IN EQUITY.
vs.	:	
BESSIE S. KAMMAN, a/k/a/ BESSIE S. WOLF 12-14 N. Main St. Union Bridge, Md., 21791	:	26/212
Defendant.	:	

PETITION FOR SUBSTITUTION OF PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Louis S. Sharkey, of Carroll County. in the State of Maryland; John S. Constantindies, of said County and State, and Nicholas S. Constantinides, of Baltimore City, in said State, and D. Eugene Walsh, Assignee of Mortgagee, respectfully represents unto your Honorable Court:

1) That under and by virtue of the power of sale contained in the following mortgages to Carroll County Bank and Trust Company from:

(a) Bessie S. Kamman, dated December 31, 1970, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 480 Folio 274; and

(b) Bessie S. Wolf (formerly known as Bessie S. Kamman), dated April 8, 1975, and recorded among said Land Records in Liber C.C.C. No. 590 Folio 495; and

which mortgages were duly assigned to D. Eugene Walsh for the purpose of foreclosure and collection, default having occurred thereunder, and the said Assignee of Mortgagee, after giving bond and due notice as required by law, sold on Saturday, June 5, 1976, the real estate mentioned and described in these proceedings at public auction to Louis S. Sharkey at and for the sum of Thirty Nine Thousand ($39,000.00) Dollars; and that said sale has been duly reported to your Honorable

FILED - JULY 8, 1976

Court, and upon which report of sale an order nisi was passed thereon and which sale now stands for ratification, as will appear by reference being made to these proceedings, and to a copy of said order nisi filed herewith as a part hereof, and marked Exhibit No. "1".

2) That since said sale, the said purchaser has assigned and transferred to the said John S. Constantinides and Nicholas S. Constantinides, as Tenants in Common, all his right, title, interest and estate in and to said land so purchased by him.

Wherefore, the said Louis S. Sharkey, the purchaser, the said John S. Constantinides and Nicholas S. Constantinides, as substituted purchasers, and D. Eugene Walsh, Assignee of Mortgagee, pray your Honorable Court to pass an order substituting the said John S. Constantinides and Nicholas S. Constantinides, as Tenants in Common, in the place and stead of Louis S. Sharkey, and for such other and further relief as their case may require.

Witness:
S. LeRoy Carroll

Louis S. Sharkey
Purchaser

Witness:
Francis C. Stone

Nicholas S. Constantinides

Witness:
Francis C. Stone

Substituted Purchasers

Witness:
S. LeRoy Carroll

D. Eugene Walsh
Assignee of Mortgagee

State of Maryland
County of Carroll

On this 30th day of June, 1976, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared LOUIS S. SHARKEY, one of the petitioners herein, and made oath in due form of law that the matters and facts contained in the foregoing petition are true, as therein stated, to the best of his knowledge and belief; and at the said time also personally appeared D. EUGENE WALSH, Assignee of Mortgagee, one of the petitioners herein, and made oath in due form of law that the matters and facts contained in the foregoing petition are true, as therein stated, to the best of his knowledge and belief, and further made oath that he is duly authorized to make this affidavit and has personal knowledge of the contents thereof.

In witness whereof I hereunto set my hand and Official Seal.

S. LaRue Crook

Notary Public.

State of Maryland
~~City of Baltimore~~ County of Carroll

On this 7th day of July, 1976, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, the undersigned officer, personally appeared JOHN S. CONSTANTINIDES and NICHOLAS S. CONSTANTINIDES, two of the petitioners herein, and made oath in due form of law that the matters and facts contained in the aforegoing petition are true, as therein stated, to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

FRANCES C. STONER NOTARY PUBLIC CARROLL CO., MD.

Frances C. Stoner

Notary Public.

LIBER 92 PAGE 263

D. EUGENE WALSH, Assignee of Mortgagee,	:	NO. 14094 EQUITY
Plaintiff.	:	IN THE CIRCUIT COURT FOR
vs.		
BESSIE S. KAMMAN, a/k/a BESSIE S. WOLF	:	CARROLL COUNTY, SITTING IN EQUITY.
Defendant.	:	26/212

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 9th day of July, 1976, that John S. Constantinides and Nicholas S. Constantinides, as Tenants in Common, be, and they are hereby substituted as purchasers of the real estate mentioned and described in these proceedings in the place and stead of Louis S. Sharkey, and be it further

ORDERED that said sale of real estate made and reported by D. Eugene Walsh, Assignee of Mortgagee, with said substitution as aforesaid, be, and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause; and the said Assignee of Mortgagee is allowed the commissions provided in the said mortgages and such proper expenses as he shall produce vouchers for to the Auditor.

A. J.

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUL 9 9 15 AM '76
R. Bair
CLERK

No. 14094 Equity
In the Circuit Court
for Carroll County,
sitting in Equity
D. EUGENE WALSH,
Assignee of Mortgagee,
Plaintiff.
vs.
BESSIE S. KAMMAN, a-k-a
BESSIE S. WOLF
Defendant.

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 10th day of June, 1976, that the sale of real estate mentioned in these proceedings made and reported by D. Eugene Walsh, Assignee of Mortgagee, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of July, 1976, provided a copy of this order be inserted in some weekly newspaper published in Carroll County, Maryland, once in each of three successive weeks before the 1st day of July, 1976.

The report states the amount of sale to be $39,000.00.

Charles C. Conaway
Clerk
True Tested

No. 0059

LIBER 92 PAGE 264

Office of The Carroll County Times

Westminster, Md., June 30 *19* 76

THIS IS TO CERTIFY that the annexed No. 14094 Equity *was published for* three (3) *successive weeks previous to the* 30th. *day of* June *19* 76, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Jennie McGhan

✓

LIBER 92 PAGE 265

D. EUGENE WALSH, Assignee of Mortgagee,	I	No. 14094 Equity.
Plaintiff	I	In the
vs.	I	Circuit Court
BESSIE S. KAMMAN, a/k/a BESSIE S. WOLF,	I	for
Defendant	I	Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated July 9, 1976 --- and filed in this cause, he has stated the within account.

He has charged the Assignee of Mortgagee ~~xxxx~~ with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgagee his -------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Carroll County Bank and Trust Company, a body corporate, in full liquidation of its mortgage claims marked Exhibit No. 1 and Exhibit No. 2 filed on June 2, 1976, and to the Carroll County ***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

***
Bank and Trust Company, a body corporate, Assignee of Mortgagees, and Louis S. Sharkey and Josephine B. Sharkey, his wife, Mortgagees, Mortgage claim filed December 29, 1976 in proceedings, and per Order of Court dated January 4, 1977.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JAN 7 10 00 AM '77
CLERK

In the Matter of the mortgaged real estate of Bessie S. Kamman, a/k/a Bessie S. Wolf, in account with D. Eugene Walsh, Assignee of Mortgagee.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on June 9, 1976 ------- $ 39,000.00

TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ---------- $ 39,000.00

C R E D I T

1. To D. Eugene Walsh, Assignee of Mortgagee, for commissions --------- $ 2,100.00

2. To Leeds K. Billingslea and Son, for premium on bond ---------- $ 160.00

3. To Landmark Community Newspapers of Maryland, Inc., for advertising sale ---------- $ 121.60

4. To The Evening Sun, for advertising sale ---------- $ 134.30

5. To Sterling Blacksten, for auctioneering sale ---------- $ 390.00

6. To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale ---------- $ 28.50

7. To Tax Collector of Carroll County, for 7/1/75 to 6/30/77 personal property taxes ---------- $ 382.01

8. To Tax Collector of Carroll County, for 7/1/75 to 6/30/76 County and State taxes ---------- $ 694.08

9. To Tax Collector of Carroll County, for 1976 and 1977 County and State tax adj. ---------- $ 16.30

10. To Town of Union Bridge, for 7/1/75 to 6/30/76 taxes ---------- $ 221.74

11. To Town of Union Bridge, for 1976/77 tax adj. ----------$ 4.27

12. To Town of Union Bridge, for water and sewer charges through June, 1976 ---------- $ 915.00

13. To D. Eugene Walsh, Esq., for attorney's fee as provided in mortgage dated December 31, 1970 --- $ 250.00

14. To D. Eugene Walsh, Esq., for attorneys fee as provided in mortgage dated April 8, 1975 ------ $ 230.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library ----------	$ 10.00		
Clerk ----------	$ 40.00		
Clerk (Assignment) ----------	$ 9.00		
Clerk ----------	$ 12.00		
Clerk (Recording) ----------	$ 30.00		
Auditor ----------	$ 95.00		
Copy of Audit (2) ----------	$ 3.00		
Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (4) --------	$ .60		
Filing Vouchers (10) ---------	$ 2.50	$ 214.10	$ 5,861.90

BALANCE FOR DISTRIBUTION ---------- $ 33,138.10

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Carroll County Bank & Trust Company, a body corporate, its mortgage claim (a) marked Exhibit No. "1", filed on June 2, 1976 ----------	$ 8,642.57		
Interest from June 2, 1976, to January 7, 1977 ----------	$ 402.45	$ 9,045.02	
To: Carroll County Bank & Trust Company, a body corporate, its mortgage claim (b) marked Exhibit No. "2" filed on June 2, 1976 -----	$ 15,499.50		
Interest from June 2, 1976, to January 7, 1977 ----------	$ 900.00	$16,399.50	
PLUS: moneys advanced for premium, as shown in mortgage claims -------		$ 840.00	$ 26,284.52

BALANCE ---------- $ 6,853.58

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

TO: Carroll County Bank & Trust Company, a body corporate, Assignee of Mortgagees, and Louis S. Sharkey and Josephine B. Sharkey, his wife, Mortgagees, Mortgage claim filed December 29, 1976, in proceedings, and per Order of Court dated Jan. 4, 1977-	$ 13,581.95	
ABOVE BALANCE ----------	$ 6,853.58	$ 6,853.58
DEFICIT ----------	$ 6,728.37	$ - 0 -

NOTE: Your Auditor noted the Petition of Henry A. Ruppert Company, Inc., and the Motion to Amend Petition, but there was no Order of Court to allow said claim; and its attorney, David Grant Willemain, Esquire, is being sent a copy of this Account in the event he desires to file exceptions thereto.

D. Eugene Walsh, Assignee of Mortgagee, Plaintiff	I	No. 14094 Equity.
vs.	I	In the Circuit Court for Carroll County.
BESSIE S. KAMMAN, a/k/a Bessie S. Wolf, Defendant	I	

ORDERED, this 7th day of January in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 24th day of January, 1977 ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Filed Jan 7, 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 25th day of January in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceedings herein~~ and the Assignee of Mortgagee is ----- hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chancellor~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JAN 25 12 00 PM '77
R L Kelly
CLERK

No. 14080 EQUITY Docket 26 Folio 205

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
Coon

IN THE MATTER OF:
THE FORECLOSURE OF A DEED OF TRUST
FROM MERRIDALE GARDENS LIMITED
PARTNERSHIP TO THE NATIONAL BANK OF
WASHINGTON, TRUSTEE, CHARLES K. KOONES, III
SUCCESSOR TRUSTEE FOR H. L. RUST COMPANY
A DISTRICT OF COLUMBIA CORPORATION
NOT HOLDER

No. 14080 Equity

No. 14080 Equity

LIBER 92 FAGE 269

DATE	CLERK'S MEMORANDUM
5-20-76	Order to docket foreclosure of deed of trust, original deed of trust and Statement of Deed of Trust Debt remaining due and payable.
7-29-76	Substitute Trustee's Bond approved and fd. Substitute Trustee's Report of Sale fd. Purchaser's Affidavit and Certificate of Sale fd.
8-2-76	Amended Statement of Deed of Trust Debt Remaining Due and Payable fd.
8-3-76	Order Nisi on Sale fd. Copies mailed to Hanover Evening Sun for Publication and to Substitute Trustee.
8-31-76	Printers Certificate of Order Nisi of Publication fd.
9-3-76	Order finally ratifying sale fd. Proceedings delivered to Auditor
10-29-76	Auditors account, Order Nisi thereon and vouchers thereto fd.
11-26-76	Order finally ratifying Audit fd.
2-17-77	Motion of H.L. Rust Co. for Decree In Personam for Deficiency Judgment against Merridale Gardens Limited Partnership and Exhibit fd.
2-18-77	Order of Court fd. Copy mailed to Atty. for H.L. Rust Co. Summons issued and copy of Summons, Motion, Exhibit and Order mailed to Sheriff of Montgomery Co. to be served on land left with David C. Smith and Harmony Hall Development, Inc.
3-4-77	Subpoena returned, "Summoned David C. Smith w/n/o Shirley Smith, Harmony Hall Develpoment Inc w/s/o Shirley Smith by delivering thereto copies of Subpoena, Motion, Deed of Trust, Order this 24 day of Feb, 1977" fd.
3-22-77	Answer and Opposition of Merridale Gardens Ltd Partnership to Motion for Decree in Personam with Points and Authorities fd.
3-31-77	Motion of H. L. Rust Company to strike answer of Merridale Gardens Limited Partnership or in the alternative memorandum of points and authorities in response to the answer and opposition of Merridale Gardens limited partnership fd.

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 270

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	)	Equity No. 14080

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST

Mr. Clerk:

Please docket the foreclosure of the deed of trust indicated above, which is recorded in Liber CC531 at Folio 583 and file it with the attached certified copy of the deed of trust together with the attached statement of the deed of trust debt remaining due and payable.

Daniel Webster Coon
Solicitor for Trustee
Suite 306
22 West Jefferson Street
Rockville, Maryland 20850
(301) 340-6472

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAY 20 12 36 PM '76
CLERK

(3)

Deed of Trust

RECEIPT NO. 269

This Deed of Trust, (in which whenever used the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders; and the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns as the case may be of the parties hereto), made this 23 day of January in the year 1973 by and between MERRIDALE GARDENS LIMITED PARTNERSHIP, a Maryland Limited Partnership, parties of the first part hereto,

and THE NATIONAL BANK OF WASHINGTON

trustee as hereinafter set forth, parties of the second part hereto, WITNESSETH:

WHEREAS the said parties of the first part hereto are justly indebted unto H. L. RUST COMPANY, in the full sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), being money loaned on the hereinafter described property for which amount it has made, executed and delivered its one certain promissory note, bearing even date herewith and bearing interest at the rate of NINE PER CENTUM (9%) PER ANNUM. Interest shall be payable QUARTER ANNUALLY with the entire balance of principal and accrued interest due and payable in full on or before ONE (1) YEAR from date hereof.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments, when and as the same shall become due and payable, then, and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall, at the option of the holder, at once become and be due and payable.

The party of the first part herein, its successors or assigns, reserves the right of paying said indebtedness in whole or in part at any time without premium or fee.

In the event that any quarter annual interest payment shall remain unpaid for a period in excess of FIFTEEN (15) DAYS, a "late charge" of FIVE (5) CENTS for each DOLLAR ($1.00) so unpaid may be charged by the holder hereof for the purpose of defraying the expense incidental to such delinquency.

Party of the first part herein shall have the right and privilege to have released from the lien of the within document all or any part of the hereinafter described land which is zoned B-2 Commercial upon payment of FOUR THOUSAND AND NO/100 DOLLARS ($4,000.00) per acre for land so released; land zoned R-3 upon payment of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) per acre for land so released; and land zoned R-1 upon payment of ONE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS ($1,350.00) per acre for land so released, fractions of an acre shall be released at the rate aforesaid.

AND WHEREAS, the parties of the first part desire 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 parties of the second part or substituted trustee, or by any person hereby secured, on account of any disputed matter or 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 parties 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 parties of the second part, the receipt of which before the sealing and delivery of these presents is hereby

LIBER 531 PAGE 584

LIBER 92 PAGE 272

acknowledged have granted and do hereby grant unto the parties of the second part upon the following trusts the following described land and premises, situate in the County of ~~Montgomery~~ Carroll, State of Maryland, known and distinguished as:

All those pieces or parcels of land situate, lying and being in Carroll County, Maryland and being more particularly described in Schedule A attached hereto and made a part hereof.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the parties of the first part of, in, to, or out of the said land and premises.

In And Upon The Trusts, Nevertheless, hereinafter declared; that is to say: In Trust to permit said parties of the first part hereto, their heirs 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, (except that no sod or trees shall be removed from said lands and premises) until default be made in the payment of the promissory note hereby secured or any installment of interest thereon, 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 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 parties of the first part, their heirs or assigns, at his cost.

And it is agreed that the holder from time to time of the indebtedness hereby secured or the person making final payment thereof has the irrevocable power to substitute without cause or notice, a trustee or trustees in the place and stead of any trustee or trustees named herein, or acting herein as trustee, by filing for record in the office where these presents are recorded a "Deed of Substitute Appointment"; and that said substitute trustee or trustees so named shall have and be vested with the same title and powers as are had by the second parties hereto at the time of execution hereof. Said trustees shall be entitled to receive not more than ~~$2.50~~ $10.50 each for each Deed of Release executed by either or all of them.

And the first parties hereto do hereby agree to the payment of a reasonable fee to the trustees named herein for the execution by said trustees of any papers, that may from time to time be required.

(SCHEDULE A)

..... being part of the lands conveyed to S.W.W.D. Joint Venture by the following six (6) deeds: (1) from Clyde Smith, et al, dated June 10, 1968 and recorded in Liber 439 at Folio 372; (2) from Julia Marie Fleming, dated July 30, 1970 and recorded in Liber 472 at Folio 474; (3) from Austin Condon, dated July 30, 1970 and recorded in Liber 472 at Folio 480; (4) from David C. Smith, et al, dated January 26, 1971 and recorded in Liber 481 at Folio 249; (5) from David C. Smith, et al, dated December 21, 1967 and recorded in Liber 432 at Folio 44; and (6) from Charles I. Hahn, et ux, dated January 10, 1972 and recorded in Liber 503 at Folio 236, all among the Land Records of Carroll County, Maryland, and being more particularly described as follows:

BEGINNING for the same at a point on the fourth line of a conveyance from Hubert P. Burdette, et ux, to Clyde Smith, et ux, by deed dated April 9, 1960 and recorded among the aforesaid Land Records in Liber 318 at Folio 421, said point being situated North 31° 30' 00" East 97.34 feet from a stone at the beginning thereof, said point also being at the end of the first line of Parcel Two as described in the first above mentioned deed recorded in Liber 439 at Folio 372; thence with the second line of said Parcel Two

1. South 27° 15' 53" East 51.28 feet to a point; thence traversing so as to include part of the six (6) aforesaid conveyances the following forty-three (43) courses and distances:

2. South 41° 10' 22" East 183.48 feet to a point on the northerly right-of-way line of Maryland State Route No. 144, relocated, as shown on State Roads Commission right-of-way Plat No. 39819; thence with said northerly line,

3. South 64° 06' 59" West 165.88 feet to a point on the proposed southwesterly right-of-way line of Cherrydale Avenue; thence with and along said proposed right-of-way line,

4. 36.13 feet along the arc of a curve deflecting to the left, having a radius of 23.00 feet and a chord bearing North 19° 06' 59" East 32.53 feet to a point of tangency;

5. North 25° 53' 01" West 272.00 feet to a point; thence leaving said proposed right-of-way line and crossing the fifth aforesaid conveyance,

6. South 17° 42' 00" West 378.12 feet to a point on the aforesaid northerly right-of-way line of Maryland State Route No. 144; thence with said right-of-way line,

7. 147.48 feet along the arc of a curve deflecting to the right, having a radius of 445.00 feet and chord bearing North 88° 40' 26" West 146.80 feet to a point;

8. North 72° 02' 10" West 437.71 feet to a point at the southwesterly corner of the sixth aforesaid conveyance; thence leaving said right-of-way line and running with and along the westerly line of said conveyance,

9. North 17° 42' 00" East 197.46 feet to a point; thence leaving said westerly line,

10. North 70° 59' 50" West 358.88 feet to a point on the southwesterly line of Lot 15, Block "A" as shown on a plat of subdivision entitled "Plat One, Merridale Gardens," and recorded among the aforesaid Land Records in Plat Book 5 at Plat No. 36; (abandoned) thence with and along the southwesterly line of lot 15 and a part of lot 13 (abandoned).

11. North 72° 12' 50" West 149.79 feet to a point thence crossing lots 12 and 13, Block "A" (abandoned),

12. North 43° 49' 15" West 210.30 feet to a point; thence with the outline of said plat the following ten (10) course and distances:

13. North 72° 12' 50" West 100.00 feet to a point;

14. North 17° 47' 10" East 231.50 feet to a point;

15. South 72° 12' 50" East 78.40 feet to a point;

16. North 18° 27' 40" East 288.44 feet to a point on the southwesterly right-of-way line of Cherrydale Avenue; thence running with said southwesterly line,

17. North 53° 16' 20" West 321.16 feet to a point of curvature; thence leaving said right-of-way line

18. 32.93 feet along the arc of a curve deflecting to the left, having a radius of 20.00 feet and a chord bearing South 79° 33' 30" West 29.33 feet to a point of compound curvature

19. 180.80 feet along the arc of a curve deflecting to the left, having a radius of 683.66 feet and a chord bearing South 24° 48' 45" West 180.28 feet to a point on the southeasterly right-of-way line of South Main Street (Maryland Route No. 27); thence with said southeasterly line

20. North 17° 14' 10" East 150.00 feet to a point; and

21. North 41° 59' 10" East 150.00 feet to a point of intersection with the northeasterly right-of-way line of Cherrydale Avenue; thence running with said northeasterly line

22. South 48° 00' 50" East 322.31 feet to a point; said point being the northwest corner of Lot 1, Block "B" (abandoned) as shown on the aforesaid plat, thence leaving said right-of-way line and running with the northwesterly or North 43° 07' 30" East 1108.15 foot line of the fifth aforesaid conveyance

23. North 43° 07' 30" East 905.05 feet to a point; thence leaving said line

24. South 56° 45' 20" East 6.19 feet to a point; said point being the northwest corner of lot 11, Block "B" as shown on a plat of subdivision entitled "Plat Four, Lots 11 and 12, Block B, Merridale Gardens" and recorded among the aforesaid Land Records in Plat Book 9 at Plat No. 6, thence running with the outline of said plat the following three (3) courses and distances:

25. South 11° 05' 36" East 264.97 feet to a point on the northerly right-of-way line of Merridale Boulevard; thence running with said northerly line

26. South 78° 54' 24" West 20.66 feet to a point; thence leaving said northerly line and crossing Merridale Boulevard

27. South 11° 05' 36" East 60.00 feet to a point on the southerly right-of-way line of Merridale Boulevard, said point also being the northwest corner of Lot 32, Merridale Gardens as recorded in the aforesaid Land Records in Liber 380 at Folio 1, thence running with the westerly line of Lot 32

28. South 25° 40' 56" East 241.97 feet to intersect the westerly or North 15° 55' 50" West 330.49 foot line of a plat of subdivision entitled "Plat Three, Merridale Gardens," recorded in the aforesaid Land Records in Plat Book 7 at Plat No. 33; thence running with the outlines of said plat the following four (4) courses and distances, reversed

29. South 15° 55' 50" East 330.49 feet to a point;

30. South 62° 13' 19" East 152.52 feet to a point;

31. North 81° 26' 40" East 122.00 feet to a point; and

32. North 42° 19' 58" East 134.18 feet to a point; thence running with the easterly line of the aforesaid plat, extended and reversed

33. North 12° 33' 20" West 436.64 feet to a point on the southerly or South 89° 14' 47" West 248.60 foot line of a plat of subdivision entitled "Plat Two, Merridale Gardens," recorded in the aforesaid Land Records in Plat Book 5 at Plat No. 41, distant 207.74 feet from the beginning thereof; thence running with said line and with the outline of said plat the following two (2) courses and distances, reversed

34. North 89° 14' 47" East 207.74 feet to a point; and

35. North 09° 06' 38" West 455.41 feet to a point on the northeasterly or North 42° 14' 50" East 786.90 foot line of the fifth aforesaid conveyance, distant 179.77 feet from the beginning thereof, thence running with the remainder of said line and with the outline of the aforesaid conveyance the following three (3) courses and distances

36. North 42° 14' 50" East 607.13 feet to a point;

37. South 49° 45' 10" East 827.90 feet to the Bennett Branch Road; thence with said road

38. South 17° 36' 50" West 1037.47 feet to a point; thence

39. North 72° 23' 10" West 13.41 feet to a point on the westerly right-of-way line of Bennett Branch Road as shown on State Roads Commission Plat No. 34533, thence with said westerly line

40. South 34° 19' 15" West 52.20 feet to a point;

41. South 17° 37' 18" West 246.23 feet to a point; and

42. South 43° 39' 49" West 30.89 feet to a point on the fifth line of the aforesaid conveyance from Hubert P. Burdette, et ux, to Clyde Smith, et ux, distant 42.51 feet from the end thereof; thence leaving said westerly line and running with said fifth line and a part of the fourth line, reversed

43. North 63° 37' 30" West 436.15 feet to a point; and

44. South 31° 30' 00" West 480.28 feet to the place of beginning, containing 2,862,592 square feet or 65.7161 acres of land.

SUBJECT, however, to (1) a fifty (50) foot right-of-way for a water main previously conveyed by H. Deets Warfield to the Town of Mt. Airy by deed dated May 2, 1959 and recorded among the aforesaid Land Records in Liber 309 at Folio 87, (2) a right-of-way for a sanitary sewer, (3) a revertible easement for supporting slopes of the State Roads Commission as shown on the State Roads Commission Plat No. 34533 and (4) a perpetual easement for channel change as shown on the aforesaid State Roads Commission Plat.

The above description includes all of Parcel A in a subdivision known as "AMENDED PLAT ONE, MERRIDALE GARDENS" as per Plat thereof duly recorded among the Land Records for Carroll County, Maryland, in Plat Book 8 at Plat 14, excepting therefrom, however, all that part conveyed unto Bohrer Motors, Inc. by Deed recorded among said Land Records in Liber 449 at Folio 371.

And Upon This Further Trust, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in payment, after demand therefor, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any of the covenants or agreements herein contained, then and at any time thereafter the said parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust shall have the power and it shall be his 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 parties of the second part, survivors of them, or the substituted trustee, or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee sim ple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see the application of the purchase money; and of the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, in cluding reasonable counsel fees, 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 per centum 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 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 said parties of the first part, their heirs 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 the said parties of the first part do hereby agree at their 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, with extended coverage, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies and through such agent as the said parties of the second part may approve, 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, pay said taxes and assessments, and the expenses 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 the first parties hereto do hereby covenant and agree with the second parties hereto that no lien on the within described property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid; and also to make full payment of said indebtedness hereby secured, together with all interest thereon accrued and unpaid.

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 original amount of the debt hereby secured.

And it is agreed that a waiver of any breach of any covenant herein contained shall not be construed as a waiver of the covenant.

And the first parties do hereby agree with the second party that the said second party or the holder of the note hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any reasonable time, without prior notice.

And the said parties of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary, and that they will repay the indebtedness secured hereby.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of—

James G. Hollis

Attest;
Shirley A. Smith
Shirley A. Smith, Secretary

MERRIDALE GARDENS LIMITED PARTNERSHIP

David C. Smith (Seal)
David C. Smith, General Partner
HARMONY HALL DEVELOPMENT CORPORATION, INC.
David C. Smith (Seal)
David C. Smith, President
General Partner

(Seal)

(Seal)

LIBER 92 PAGE 277

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I Hereby Certify that on this 23 day of JANUARY, A. D., 1973, before the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared

DAVID C. SMITH, General Partner

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and did each acknowledge the aforegoing Deed to be his act and deed for the purposes therein contained

WITNESS my hand and seal the date above written.

Anthony W. Iacullo, Notary Public

My comm. expires July 1, 1974

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I Hereby Certify that on this 23 day of January, 1973, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared James Henry Murdock, Agent for H. L. Rust Company

he being duly authorized so to do, and made oath in due form of law that the consideration mentioned in said Deed of Trust is true and bona fide as therein set forth, and further made oath 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 hereby unto the within named parties of the first part, or the person responsible for the disbursement of the said funds which said Deed of Trust has been given to secure, or to 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.

Milton F. Clogg, Notary Public

My comm. expires July 1, 1974

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 23 day of JANUARY, 1973, before the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared David C. Smith, who acknowledged himself to be the President of Harmony Hall Development Corporation, Inc. and that he, as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of Harmony Hall Development Corporation, Inc. by himself as such President.

WITNESS my hand and seal the date above written.

Anthony W. Iacullo, Notary Public

My commission expires July 1, 1974

REC'D. FOR RECORD Jan. 24 1973 AT 11:27 O'CLK A.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

DEED OF TRUST

TO

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. Jan 24 11 27 AM '73

INDEXED

Received for record Jan. 24 1973 at 11:27 o'clock A.M. and same day recorded among the LAND RECORDS of Carroll County in Liber 531 No. 589

Charles C. Conaway, Clerk

BETTS, CLOGG & MURDOCK
ATTORNEYS AT LAW
"THE JEFFERSON"
ROCKVILLE, MARYLAND
20850

BOSCO 86-C-1-R

MR. CLERK: WHEN RECORDED, PLEASE MAIL THIS DEED OF TRUST TO:

LIBER 531 PAGE 589

$2.50
$2000.00
$2002.50

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	)	Equity No. 14080

STATEMENT OF DEED OF TRUST DEBT
REMAINING DUE AND PAYABLE

The undersigned Lloyd B. Wilson, Jr., agent for H. L. Rust Company, Note Holder under the above deed of trust, does hereby make oath in due form of law that the debt remaining due and payable under said deed of trust and note is $392,405.41 computed as $340,000.00 principal and interest of $62,604.83 as of April 30, 1976, and thereafter accruing interest per day at a rate computed as follows: "12% of the unpaid principal balance but no less than 2% above prime rate as defined by The Riggs National Bank of Washington, D. C., payable quarterly," all divided by 365.

Lloyd B. Wilson Jr.
LLOYD B. WILSON, JR.

DISTRICT OF COLUMBIA, ss:

Subscribed and sworn to before me this 19th day of May, 1976.

Minnie Lou Swisher
Notary Public

My Commission Expires: Nov. 30, 1979

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of:	)	
	)	
The Foreclosure of a Deed of Trust	)	
from Merridale Gardens Limited	)	
Partnership to The National Bank	)	Equity No. 14080
of Washington, Trustee, Charles K.	)	
Koones, III, Successor Trustee for	)	
H. L. Rust Company, a District of	)	
Columbia Corporation, Note Holder	)	

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Charles K. Koones, III, the substitute trustee under the deed of trust to make sale in the above-entitled cause, respectfully represents: that in pursuance to the power and authority vested in him by authority of the deed of trust dated January 23, 1973, from Merridale Gardens Limited Partnership to The National Bank of Washington, of record among land records of Carroll County, Maryland, in Liber CC531 at Folio 583, your said substitute trustee under the deed of trust to make sale, after having given bond with approved surety, as required by law and after having given more than 15 days public notice of the time, place, manner and terms of said sale by advertisements inserted in the Hanover Evening Sun newspaper, a newspaper published in said Carroll County prior to the date of sale, at least once in each week for three successive weeks the first publication having been not less than 15 days prior to the date of sale and the last publication having been not more than one week prior to said sale, a copy of which advertisement, buyer's written memorandum of said sale, and purchaser's certificate are filed herewith and pray to be taken as part hereof, and after having complied with all requisites of said deed of trust, rules of

FILED, JULY 29, 1976

court and law, your said substitute trustee attended in front of the Courthouse on Tuesday, July 20, 1976, at the hour of 10:00 o'clock A.M., Eastern Daylight Time, being the time and place named in said advertisement, then and there offered for sale all of said land and premises mentioned and described in said advertisement in these proceedings, said land being described in Exhibit A, attached hereto and made a part hereof, subject to all easements and/or rights of way of record.

In the matter and form following: that is to say your substitute trustee offered the land and improvements for sale to the highest bidder at public auction on the terms set forth in said advertisement, and then and there sold the same for Four Hundred Nineteen Thousand Five Hundred Dollars ($419,500.00) to Arbor Associates, Inc., it being then and there the highest bidder therefor, who made a deposit of Ten Thousand Dollars ($10,000.00) by check as per the terms of sale. It being understood that said purchaser will take title as follows: Arbor Associates, Inc.

Your substitute trustee further reports that said sale was fairly made and recommends the ratification thereof by this honorable Court, all of which is respectfully submitted.

Charles L. Lawrence III
Substitute Trustee

Subscribed and sworn to before me this 26th day of July, 1976.

Minnie Lou Sinaber
Notary Public

My commission expires Nov. 30, 1979

EXHIBIT A

.... being part of the lands conveyed to S.W.W.D. Joint Venture by the following six (6) deeds: (1) from Clyde Smith, et al, dated June 10, 1968 and recorded in Liber 439 at Folio 372; (2) from Julia Marie Fleming, dated July 30, 1970 and recorded in Liber 472 at Folio 474; (3) from Austin Condon, dated July 30, 1970 and recorded in Liber 472 at Folio 480; (4) from David C. Smith, et al, dated January 26, 1971 and recorded in Liber 481 at Folio 249; (5) from David C. Smith, et al, dated December 21, 1967 and recorded in Liber 432 at Folio 44; and (6) from Charles I. Hahn, et ux, dated January 10, 1972 and recorded in Liber 503 at Folio 236, all among the Land Records of Carroll County, Maryland, and being more particularly described as follows:

BEGINNING for the same at a point on the fourth line of a conveyance from Hubert P. Burdette, et ux, to Clyde Smith, et ux, by deed dated April 9, 1960 and recorded among the aforesaid Land Records in Liber 318 at Folio 421, said point being situated North 31° 30' 00" East 97.34 feet from a stone at the beginning thereof, said point also being at the end of the first line of Parcel Two as described in the first above mentioned deed recorded in Liber 439 at Folio 372; thence with the second line of said Parcel Two

1. South 27° 15' 53" East 51.28 feet to a point; thence traversing so as to include part of the six (6) aforesaid conveyances the following forty-three (43) courses and distances:

2. South 41° 10' 22" East 183.48 feet to a point on the northerly right-of-way line of Maryland State Route No. 144, relocated, as shown on State Roads Commission right-of-way Plat No. 39819; thence with said northerly line,

3. South 64° 06' 59" West 165.88 feet to a point on the proposed southwesterly right-of-way line of Cherrydale Avenue; thence with and along said proposed right-of-way line,

4. 36.13 feet along the arc of a curve deflecting to the left, having a radius of 23.00 feet and a chord bearing North 19° 06' 59" East 32.53 feet to a point of tangency;

5. North 25° 53' 01" West 272.00 feet to a point; thence leaving said proposed right-of-way line and crossing the fifth aforesaid conveyance,

6. South 17° 42' 00" West 378.12 feet to a point on the aforesaid northerly right-of-way line of Maryland State Route No. 144; thence with said right-of-way line,

7. 147.48 feet along the arc of a curve deflecting to the right, having a radius of 445.00 feet and chord bearing North 88° 40' 26" West 146.80 feet to a point;

8. North 72° 02' 10" West 437.71 feet to a point at the southwesterly corner of the sixth aforesaid conveyance; thence leaving said right-of-way line and running with and along the westerly line of said conveyance,

9. North 17° 42' 00" East 197.46 feet to a point; thence leaving said westerly line,

10. North 70° 59' 50" West 358.88 feet to a point on the southwesterly line of Lot 15, Block "A" as shown on a plat of subdivision entitled "Plat One, Merridale Gardens," and recorded among the aforesaid Land Records in Plat Book 5 at Plat No. 36; (abandoned) thence with and along the southwesterly line of lot 15 and a part of lot 13 (abandoned). ....

11. North 72° 12' 50" West 149.79 feet to a point thence crossing lots 12 and 13, Block "A" (abandoned),

12. North 43° 49' 15" West 210.30 feet to a point; thence with the outline of said plat the following ten (10) course and distances:

13. North 72° 12' 50" West 100.00 feet to a point;

14. North 17° 47' 10" East 231.50 feet to a point;

15. South 72° 12' 50" East 78.40 feet to a point;

16. North 18° 27' 40" East 288.44 feet to a point on the southwesterly right-of-way line of Cherrydale Avenue; thence running with said southwesterly line,

17. North 53° 16' 20" West 321.16 feet to a point of curvature; thence leaving said right-of-way line

18. 32.93 feet along the arc of a curve deflecting to the left, having a radius of 20.00 feet and a chord bearing South 79° 33' 30" West 29.33 feet to a point of compound curvature

19. 180.80 feet along the arc of a curve deflecting to the left, having a radius of 683.66 feet and a chord bearing South 24° 48' 45" West 180.28 feet to a point on the southeasterly right-of-way line of South Main Street (Maryland Route No. 27); thence with said southeasterly line

20. North 17° 14' 10" East 150.00 feet to a point; and

21. North 41° 59' 10" East 150.00 feet to a point of intersection with the northeasterly right-of-way line of Cherrydale Avenue; thence running with said northeasterly line

22. South 48° 00' 50" East 322.31 feet to a point; said point being the northwest corner of Lot 1, Block "B" (abandoned) as shown on the aforesaid plat, thence leaving said right-of-way line and running with the northwesterly or North 43° 07' 30" East 1108.15 foot line of the fifth aforesaid conveyance

23. North 43° 07' 30" East 905.05 feet to a point; thence leaving said line

24. South 56° 45' 20" East 6.19 feet to a point; said point being the northwest corner of lot 11, Block "B" as shown on a plat of subdivision entitled "Plat Four, Lots 11 and 12, Block B, Merridale Gardens" and recorded among the aforesaid Land Records in Plat Book 9 at Plat No. 6, thence running with the outline of said plat the following three (3) courses and distances:

25. South 11° 05' 36" East 264.97 feet to a point on the northerly right-of-way line of Merridale Boulevard; thence running with said northerly line

26. South 78° 54' 24" West 20.66 feet to a point; thence leaving said northerly line and crossing Merridale Boulevard

27. South 11° 05' 36" East 60.00 feet to a point on the southerly right-of-way line of Merridale Boulevard, said point also being the northwest corner of Lot 32, Merridale Gardens as recorded in the aforesaid Land Records in Liber 380 at Folio 1, thence running with the westerly line of Lot 32

28. South 25° 40' 56" East 241.97 feet to intersect the westerly or North 15° 55' 50" West 330.49 foot line of a plat of subdivision entitled "Plat Three, Merridale Gardens," recorded in the aforesaid Land Records in Plat Book 7 at Plat No. 33; thence running with the outlines of said plat the following four (4) courses and distances, reversed

29. South 15° 55' 50" East 330.49 feet to a point;

30. South 62° 13' 19" East 152.52 feet to a point;

31. North 81° 26' 40" East 122.00 feet to a point; and

32. North 42° 19' 58" East 134.18 feet to a point; thence running with the easterly line of the aforesaid plat, extended and reversed

33. North 12° 33' 20" West 436.64 feet to a point on the southerly or South 89° 14' 47" West 248.60 foot line of a plat of subdivision entitled "Plat Two, Merridale Gardens," recorded in the aforesaid Land Records in Plat Book 5 at Plat No. 41, distant 207.74 feet from the beginning thereof; thence running with said line and with the outline of said plat the following two (2) courses and distances, reversed

34. North 89° 14' 4[illegible] 207.74 feet to a point; and

35. North 09° 06' 38" West 455.41 feet to a point on the northeasterly or North 42° 14' 50" East 786.90 foot line of the fifth aforesaid conveyance, distant 179.77 feet from the beginning thereof, thence running with the remainder of said line and with the outline of the aforesaid conveyance the following three (3) courses and distances

36. North 42° 14' 50" East 607.13 feet to a point;

37. South 49° 45' 10" East 827.90 feet to the Bennett Branch Road; thence with said road

38. South 17° 36' 50" West 1037.47 feet to a point; thence

39. North 72° 23' 10" West 13.41 feet to a point on the westerly right-of-way line of Bennett Branch Road as shown on State Roads Commission Plat No. 34533, thence with said westerly line

40. South 34° 19' 15" West 52.20 feet to a point;

41. South 17° 37' 18" West 246.23 feet to a point; and

42. South 43° 39' 49" West 30.89 feet to a point on the fifth line of the aforesaid conveyance from Hubert P. Burdette, et ux, to Clyde Smith, et ux, distant 42.51 feet from the end thereof; thence leaving said westerly line and running with said fifth line and a part of the fourth line, reversed

43. North 63° 37' 30" West 436.15 feet to a point; and

44. South 31° 30' 00" West 480.28 feet to the place of beginning, containing 2,862,592 square feet or 65.7161 acres of land.

Eliminating and excluding therefrom the following:

BEGINNING for the same at an iron pipe marking the beginning of the first line of the aforesaid description and running thence with said line and with the outline of the aforesaid description the following twelve (12) courses and distances:

1. South 27° 12' 24" East 51.31 feet to a point;

2. South 41° 06' 53" East 183.43 feet to a point on the northerly right of way line of Maryland State Route No. 144, Relocated, as shown on Maryland State Roads Commission Right of Way Plats No. 34532 and 39819; thence with said northerly line,

3. South 64° 07' 44" West 165.87 feet to a point on the proposed southwesterly right of way line of Cherrydale Avenue; thence with said proposed right of way line,

4. 36.13 feet along the arc of a curve deflecting to the left, having a radius of 23.00 feet and a chord bearing North 19° 07' 44" East 32.53 feet to a point of tangency; and

5. North 25° 52' 16" West 272.00 feet to a point; thence leaving said proposed right of way line and with the sixth line of the aforesaid conveyance;

6. South 17° 42' 45" West 378.12 feet to a point on the aforesaid northerly right of way line of Maryland State Route No. 144; thence with said right of way line,

7. 202.02 feet along the arc of a curve deflecting to the right, having a radius of 445.00 feet and a chord bearing North 85° 08' 59" West 200.29 feet to a point of tangency;

8. North 72° 03' 40" West 303.17 feet to a point;

9. North 17° 51' 20" East 3.00 feet to a point; and

10. North 72° 08' 40" West 79.98 feet to a point; thence leaving said right of way line and with the ninth and a part of the tenth lines of the aforesaid conveyance

11. North 17° 52' 50" East 197.57 feet to a point; and

12. North 70° 49' 00" West 250.00 feet to a point; thence crossing the lands of Merridale Gardens Limited Partnership, the following two (2) courses and distances,

13. North 39° 17' 24" East 753.51 feet to a point; and

14. South 55° 04' 30" East 758.79 feet to a point on the forty-third line of the aforesaid conveyance, distant 227.36 feet from the beginning thereof, thence with the remainder of said line,

15. South 31° 33' 30" West 252.66 feet to the place of beginning, containing 623,720 square feet or 14.3186 acres of land, more or less.

SUBJECT, however, to (1) a fifty (50) foot right-of-way for a water main previously conveyed by H. Deets Warfield to the Town of Mt. Airy by deed dated May 2, 1959 and recorded among the aforesaid Land Records in Liber 309 at Folio 87, (2) a right-of-way for a sanitary sewer, (3) a revertible easement for supporting slopes of the State Roads Commission as shown on the State Roads Commission Plat No. 34533 and (4) a perpetual easement for channel change as shown on the aforesaid State Roads Commission Plat.

The above description includes all of Parcel A in a subdivision known as "AMENDED PLAT ONE, MERRIDALE GARDENS" as per Plat thereof duly recorded among the Land Records for Carroll County, Maryland, in Plat Book 8 at Plat 14, excepting therefrom, however, all that part conveyed unto Bohrer Motors, Inc. by Deed recorded among said Land Records in Liber 449 at Folio 371.

The aforesaid property shall be sold subject to a prior Deed of Trust from David C. Smith, et al., to H. Deets Warfield and Robert L. McClosky, Trustees, dated April 29, 1966, recorded May 5, 1966, in Liber 405, Folio 358, securing Damascus Motor Company, Inc. in the sum of $90,000.00.

LIBER 92 PAGE 285

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	Equity No. 14080

AFFIDAVIT

STATE OF MARYLAND)
COUNTY OF CARROLL) ss:

I, the undersigned, substitute trustee under the aforesaid deed of trust make affidavit that a copy of the notice of the time, place and terms of sale of the real estate described in these proceedings was mailed by registered mail, return receipt requested, to David C. Smith and Harmony Hall Development Corporation, Inc., general partners of Merridale Gardens Limited Partnership both at 15 Park Avenue, Gaithersburg, Maryland 20760, and that said registered mail notice, return receipt, has been returned to the undersigned as attached hereto.

Charles K. Koones, III
Charles K. Koones, III
Substitute Trustee

Subscribed and sworn to before me this 26th day of July, 1976.

Minnie Lou Swisher
Notary Public

My commission expires Nov. 30, 1979

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUL 29 8 45 AM '76

R. Bay
CLERK

LBER 92 PAGE 286

PS Form 3811, Jan. 1973

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered..... 15¢
- ☐ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Harmony Hall Development Corporation, Inc., 15 Park Avenue, Gaithersburg, Md. 20760

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. P. Schneider
DATE OF DELIVERY

POSTMARK: GAITHERSBURG, MD. JUL 15 1975

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1973-O-522-947

PS Form 3811, Jan. 1973

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered..... 15¢
- ☐ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Mr. David C. Smith
15 Park Avenue
Gaithersburg, Maryland 20760

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. P. Schneider
DATE OF DELIVERY

POSTMARK: GAITHERSBURG, MD. JUL 15 1975

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1973-O-522-947

LIBER 92 PAGE 287

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	)	Equity No. 14020

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND)
) ss:
COUNTY OF CARROLL)

I, David P. Smith - Pres of Ada Corp Inc being first duly sworn on oath, depose and say that I am the purchaser of the property described in these proceedings; that as purchaser at the sale I was not acting as agent for anyone when bidding and making the purchase, and that I did not directly or indirectly discourage anyone from bidding on this property.

David P. Smith - Pres.
Purchaser

Subscribed and sworn to before me this 20th day of July, 1976.

Margaret A. Zeigling
Notary Public
My commission expires 7/1/78

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

Jul 29 8 45 AM '76

R N Baum
CLERK

LIBER 92 PAGE 288

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of:)) The Foreclosure of a Deed of Trust) from Merridale Gardens Limited) Partnership to The National Bank) of Washington, Trustee, Charles K.) Koones, III, Successor Trustee for) H. L. Rust Company, a District of) Columbia Corporation, Note Holder)	Equity No. 14080

CERTIFICATE OF SALE

We hereby certify that the property described in the annexed advertisement was this 20 day of July, 1976, sold to Peter Associates, Inc for the sum of Four hundred Eighteen thousand five hundred dollars, ($418,500.00) he being the highest bidder therefor and the deposit therefor was paid at the same time and place to the Substitute Trustee.

Witness our hand and seals this 20 day of July, 1976.

Robert W. Snyder (SEAL)
Auctioneer

Peter Associates Inc
by David C. Smith - Pres. (SEAL)
Purchaser

Charles K. Koones III (SEAL)
Substitute Trustee

STATE OF MARYLAND)
COUNTY OF CARROLL) ss:

Subscribed and sworn to before me this 20th day of July, 1976.

Margaret A. Tingling
Notary Public

My commission expires 7/1/78

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

Jul 29 8 45 AM '76

R. V. Bair
CLERK

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of:	)	
	)	
The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	)	Equity No. 14080

AMENDED STATEMENT OF DEED OF TRUST
DEBT REMAINING DUE AND PAYABLE

The undersigned Lloyd B. Wilson, Jr., agent for H. L. Rust Company, Note Holder under the above deed of trust, does hereby make oath in due form of law that the debt remaining due and payable under said deed of trust and note is $411,784.85 computed as $340,000.00 principal and interest of $71,784.85 as of July 19, 1976, and thereafter accruing interest per day at a rate computed as follows: "12% of the unpaid principal balance but no less than 2% above prime rate as defined by The Riggs National Bank of Washington, D. C., payable quarterly," all divided by 365.

Lloyd B. Wilson Jr.
Lloyd B. Wilson, Jr.

DISTRICT OF COLUMBIA, ss:

Subscribed and sworn to before me this 29th day of July, 1976.

Virginia Graves
Notary Public

My Commission Expires: March 31, 1979

FILED- AUG. 2, 1976

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of:	)	
	)	
The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	)	Equity No. 14080

ORDER NISI

ORDERED, this 3RD day of AUGUST, 1976, by the Circuit Court for Carroll County, as a Court of Equity, that the sale made by Charles K. Koones, III, Substitute Trustee, to Arbor Associates, Inc., and reported in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30TH day of AUGUST next; provided a copy of this order be inserted in some newspaper published in said Carroll County, once a week for three successive weeks before the said 23RD day of AUGUST.

The report states the amount of the sale to be $419,500.00.

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

AUG 3 9 55 AM '76

R. Bair
CLERK

LIBER 92 PAGE 291

Proof of Publication of Legal Advertisement in The Evening Sun

Copy of Advertisement

IN THE CIRCUIT COURT
FOR CARROLL COUNTY, MARYLAND
Sitting as a Court of Equity

In the Matter of:

The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H.L. Rust Company, a District of Columbia Corporation, Note Holder

Equity No. 14080

ORDER NISI

..ORDERED, this 3rd day of August, 1976, by the Circuit Court for Carroll County, as a Court of Equity, that the sale made by Charles K. Koones, III, Substitute Trustee, to Arbor Associates, Inc., and reported in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August next; provided a copy of this order be inserted in some newspaper published in said Carroll County, once a week for three successive weeks before the said 23rd day of August.

..The report states the amount of the sale to be $419,500.00.

Charles C. Conoway
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 31 2 34 PM '76
C. L. Kelly
CLERK

The Evening Sun is the name of a daily newspaper published continuously for more than the last six months at its place of business, 130-134 Carlisle Street, in the Borough of Hanover, York County, Pennsylvania, which said daily newspaper was established on Feb. 8, 1915.

The printed copy of the advertisement hereto attached is a true copy, exactly as printed and published, of an advertisement printed in the regular issues of the said The Evening Sun published on the days following: August 6, 13, 20

THE EVENING SUN
By Robert L. Krout
Advertising Manager.

Commonwealth of Pennsylvania,
County of York, ss.:

Before me, a Notary Public duly commissioned and residing in said County, personally came Robert L. Krout who being by me duly sworn, deposes and says that he is Advertising Manager of The Evening Sun above mentioned, and as such is duly authorized to make this proof of publication for and on behalf of said newspaper, and has personal knowledge of the publication of the advertisement mentioned in the foregoing statement, that, the facts set forth in said statement and all the allegations of said statement as to the time, place and character of publication are true, and that the affiant is not interested in the subject matter of the above mentioned advertisement.

Sworn and subscribed before me this 26 day of August, 1976
Robert L. Krout
Phyllis Lorraine Wilkins
Notary Public.
NOTARY PUBLIC
HANOVER, YORK CO., PA.
My Commission Expires
February 20, 1979

Received of _____ Dollars

in payment of the charge for the publication of the above mentioned advertisement and the expense of the above affidavit.

Advertisement $_____
Affidavit ..... $_____
Total ..... $_____

THE EVENING SUN
By Robert L. Krout

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	Equity No. 14080

FINAL ORDER OF RATIFICATION

ORDERED, this 3rd day of September, 1976, by the Circuit Court for Carroll County, sitting as a Court of Equity, and by the authority thereof, that the sale made by Charles K. Koones, III, to Arbor Associates, Inc., and reported in the above entitled cause be, and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order.

E. G. Wantz Jr.
Judge of the Circuit Court

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 3 3 12 PM '76
R. S. Kelly
CLERK

LIBER 92 PAGE 293

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koones, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	No. 14080 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated September 3, 1976 and filed in this cause, he has stated the within account.

He has charged the Successor Trustee -------- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Successor Trustee his (agreed to) -- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the H. L. Rust Company in partial liquidation of its Deed of Trust claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

FILED
OCT 29 9 00 AM '76

EQUITY NO. 14080

In the Matter of foreclosure of a Deed of Trust from Merridale Gardens Limited, Partnership to the National Bank of Washington, Trustee, in account with Charles K. Koones, III, successor Trustee for H. L. Rust Company.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on July 29, 1976	$ 419,500.00
Amount received as interest on balance of purchase price from date of sale to date of settlement	$ 6,618.78
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 426,118.78

C R E D I T

1.	To Charles K. Koones, III, Successor Trustee, for commissions (Balance of commission waived)	$ 1,000.00
2.	To Eugene F. Dunne, for premium on bond	$ 1,330.00
3.	To The Washington Post, for advertising sale	$ 708.40
4.	To The Baltimore Sun, for advertising sale	$ 130.00
5.	To The Hanover Evening Sun, for advertising sale,	$ 481.95
6.	To Homer W. Snyder, for auctioneering sale	$ 500.00
7.	To The Hanover Evening Sun, for Nisi on Sale	$ 65.45
8.	To Clerk of Circuit Court, for recording Resignation of Trustee and Designation of Successor Trustee	$ 14.00
9.	To Tax Collector of Carroll County, for 1976/77 State and County Tax adj.	$ 42.33
10.	To Town of Mt. Airy, for 1976/77 Tax adj.	$ 11.78
11.	To Jackson, Campbell, & Parkinson, for attorneys fee	$ 6,500.00

12. To Jackson, Campbell & Parkinson, Attorneys, for miscellaneous costs ---------- $ 100.76

COURT COSTS AS TAXED BY THE CLERK:

Law Library ----------	$ 10.00		
Clerk ----------	$ 40.00		
Clerk (Recording) ----------	$ 48.00		
Auditor ----------	$ 165.00		
Copy of audit ----------	$ 1.50		
Clerk (Recording Auditor's Report) --------	$ 12.00		
Auditor's Notices (4) ------	$ .60		
Filing Vouchers (12) -------	$ 3.00	$ 280.10	$ 11,164.77

BALANCE FOR DISTRIBUTION ---------- $ 414,954.01

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: H. L. Rust Company, its Deed of Trust claim as amended filed on August 2, 1976 (principal and interest as of 7/19/76) ----------	$ 411,784.85	
Interest from July 20, 1976 to date of ratification of audit ----------	$ 9,775.00	
Total ----------	$ 421,559.85	
ABOVE BALANCE ----------	$ 414,954.01	$ 414,954.01
DEFICIT ----------	$ 6,605.84	$ - 0 -

In the Matter of: The Foreclosure of a Deed of Trust from Merridale Gardens Limited Partnership to The National Bank of Washington, Trustee, Charles K. Koonos, III, Successor Trustee for H. L. Rust Company, a District of Columbia Corporation, Note Holder	No. 14080 Equity. In the Circuit Court for Carroll County.

ORDERED, this 29th day of October in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 15th day of November, 1976 ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Filed Oct 29, 1976

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 26th day of November, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Six, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceedings herein~~ and the Successor Trustee is --------- hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

Filed

0-+

No. 14487 Docket 27 Folio 110

CIRCUIT COURT FOR CARROLL COUNTY

HOFFMAN

IN THE MATTER OF
THE PETITION OF
DOROTHY MARIE HARRIS
FOR CHANGE OF NAME

LIBER 92 PAGE 297

DATE	CLERK'S MEMORANDUM	NO.
2-28-77	Petition for Change of Name and Exhibits fd.	
3-3-77	Order of Court waiving Order of Publication and Notice by mail fd.	
3-3-77	Decree of Court, Adjudged, Ordered and Decreed that the name of Dorothy Marie Harris be changed to Dorothy Marie Baugher fd. (2) delivered to Atty.	Copies

25X 10

32X 10

25X 11

2/16/77 RNH/ble

IN THE MATTER OF	*	No. 14479 Equity
THE PETITION OF	*	In The
DOROTHY MARIE HARRIS	*	Circuit Court
FOR CHANGE OF NAME	*	For
	*	Carroll County,
	*	Maryland
	*	

* *

D E C R E E

Upon the aforegoing verified Petition and an examination of the pertinent records, it is this 3rd day of ~~February~~ March, 1977, by the Circuit Court for Carroll County, Maryland, sitting in Equity,

ADJUDGED, ORDERED and DECREED that the name of Dorothy Marie Harris be changed to and hereafter known as Dorothy Marie Baugher and be so registered with the Bureau of Vital Statistics of the State of Maryland or at such other place or places as may be deemed necessary; and it is

FURTHER ORDERED that the Petitioner pay the costs of these proceedings.

Lloyd L. Gaither
~~E. G. Weant, Jr.~~
Judge

MAR 1 9 1977

No. 14281 **EQUITY** Docket 22 Folio 7

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
STONER

CHARLES E. STONER,
ASSIGNEE OF MORTGAGEE

No. 14281 Equity

VS

DONALD R. BAKER
AND
MARGUERITE H. BAKER, HIS WIFE

No. 14281 Equity

LIBER 92 PAGE 299

DATE	CLERK'S MEMORANDUM
10-15-76	Order to docket case, Original Mortgage, Statement of Mortgage Claim, Certification of Value fd. Same day Assignee's Bond approved and filed.
12-23-76	Plaintiff's Certification of Notice fd. Assignee's Report of Sale fd. Order Nisi on Sale fd. Copies mailed to Carroll County Times for publication and delivered to Assignee.
1-17-77	Petition of Wilbur A. Long fd.
1-18-77	Order of Court granting Petition of Wilbur A. Long fd. Copy mailed to Petitioner's Atty and to Plaintiff's Atty.
1-25-77	Petition of National Central Bank fd. Same day Order of Court granting Petition fd.
2-2-77	Printers Certificate of Order of Publication fd.
2-7-77	Order finally ratifying Sale fd. Copy of proceedings delivered to Auditor.
2-25-77	Auditor's account, Order Nisi thereon and vouchers thereto fd.
3-18-77	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 300

CHARLES E. STONER,	:	NO. 14281 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	

ORDER TO DOCKET CASE

CHARLES C. CONAWAY, CLERK:

Please docket the above entitled case and file the following:

1. Mortgage from Donald R. Baker and Marguerite H. Baker, his wife, to the Community National Bank of Southern Pennsylvania, dated February 22, 1974 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 564, folio 154, etc., together with assignment to Charles E. Stoner dated October 8, 1976.

2. Statement of Mortgage Claim.

3. Certification of Value.

4. Bond of Assignee of Mortgagee.

Charles E. Stoner

Charles E. Stoner
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045
Assignee of Mortgagee

RECORDED
CERTIFIED
OCT 15 3 24 PM '76

LIBER 92 PAGE 301

CHARLES E. STONER,	:	NO. _____ EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of Community National Bank of Southern Pennsylvania by virtue of a mortgage from Donald R. Baker and Marguerite H. Baker, his wife, dated February 22, 1974, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 564, folio 154, etc.

Principal balance due	$45,328.92
Interest from December 18, 1975 to October 13, 1976	3,531.87
	$48,860.79

(Interest due at 8½ % from October 13, 1976 to date of ratification of audit)

Charles E. Stoner

Charles E. Stoner
Assignee of Mortgagee

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 15th day of October, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared CHARLES E. STONER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has read said instrument in its entirety and that the facts and matters therein contained are true to the best of his information, knowledge and belief and that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Karen L. Disney
Notary Public.

LIBER 92 PAGE 303

CHARLES E. STONER,	:	NO. _____ EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	

CERTIFICATION OF VALUE

CHARLES C. CONAWAY, CLERK:

This is to certifiy that to the best of my knowledge and belief the just and full value of the property described in the mortgage filed in this cause is $60,000.00.

Charles E. Stoner
Charles E. Stoner
Assignee of Mortgagee

25X 32X 25X

Law Offices
HOFF & STONER
36 Court Street
Westminster, Maryland

LIBER 584 PAGE 154
LIBER 92 PAGE 304

14271 Equity

This Mortgage

made this day of February 22, 19 74

between DONALD R. BAKER and MARGUERITE H. BAKER, his wife

of Carroll County, State of Maryland, hereinafter called Mortgagors : and

COMMUNITY NATIONAL BANK OF SOUTHERN PENNSYLVANIA

hereinafter called the Mortgagee

WHEREAS, the Mortgagors stand justly and bona fide indebted unto the Mortgagee in the sum of SIXTY-SIX THOUSAND DOLLARS ($66,000.00) with interest thereon at the rate of Eight and One-Half Per Cent (8½%) Per Annum.

evidenced by a promissory note bearing even date herewith, payable to the order of the Mortgagee

One year after date.

and, whereas, for the purpose of more effectually securing the payment of said indebtedness according to the tenor of the aforesaid note, these presents are executed.

NOW, THEREFORE, this mortgage witnesseth that for and in consideration of the premises and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowedged, the said Mortgagors do hereby grant and convey unto the said Mortgagee forever in fee simple the following land:

All those two lots or parcels of land situate on the west side of Halter Road, in the Myers (3rd) Election District, Carroll County, State of Maryland, being known and designated as Lots Nos. 5 and 6 on the Plat of Oscar W. Barber, which plat is recorded among the Land Records of Carroll County in Plat Book No. 6, folio 2, each lot containing 5.000 acres of land, more or less.

Being the same two lots or parcels of land conveyed unto the Mortgagors herein by deeds from Norman W. Green and Betty L. Green, his wife, dated May 16, 1972, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 511, folio 708, and from Herbert L. Small, Jr., and Jolene S. Small, his wife, dated May 16, 1972 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 511, folio 711, etc.

FEB 27-74 * 22147 ****443.60
FEB 27-74 A 22147 ****435.60
FEB 27-74 A 22146 ******8.00

✓

LIBER 92 PAGE 305 LIBER 564 PAGE 155

Should the title to the mortgaged property be ...ered by any person or corporation other than the M... gors, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the Mortgagee's written consent, then the entire principal sum, together with all accured interest, shall become due and payable at the option of the Mortgagee.
A late charge of Two Dollars ($2.00) or 1 20 of the total amount of any delinquent or late periodic installment of delinquent principal or interest, whichever is greater, will be made after any delinquency over fifteen (15) days.

Together with the buildings and improvements thereon, and all and singular the waters, roads and ways as now located and used, rights, privileges and appurtenances thereto belonging or in anywise appertaining; and all crops of every nature and kind and no matter by whom pitched or begun, growing on said property hereby conveyed at the time of the sale of said property in any proceedings wherein the mortgage indebtedness aforesaid is to be collected or paid.

Provided that if the said mortgagorS shall pay to the said mortgagee the amount of the principal of the aforesaid promissory note or single bill and interest thereon, according to the tenor thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on said mortgagor S part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said mortgagorS may hold and possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind levied or assessed on said hereby mortgaged property, or any part thereof, which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor S do hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt, or of the interest thereon to accrue, or any part of either of them at the time limited for the payment of the same; or in case of strip or waste of the hereby granted and conveyed property; or in case of default in the performance of any of the agreements, covenants or conditions of this mortgage on the part of the said mortgagor S then, and in any such event, the whole of the mortgage debt intended to be secured hereby shall forthwith, at the option of the mortgagee or STANFORD HOFF or CHARLES E. STONER the hereby duly constituted attorney, or the agent of the said mortgagee, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, together with the crops as aforesaid thereon growing at the time of the said sale, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest, and all costs and expenses incurred, or to be incurred, in making such sale and in the foreclosure proceedings; and to grant and convey the said property so sold to the purchaser or purchasers thereof, or to his, her, its or their heirs, successors or assings; and which said sale shall be made after giving at least twenty-days notice of the time, place, manner and terms of sale in some newspaper printed in Carroll County, in the State of Maryland; and the proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale including a fee of $ 1,320.00 and a commission to the party making sale of said property equal to the commissions allowed to trustees to sell real estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity, and all such other counsel fees as the mortgagee or the attorney above named, may be caused to incur in connection with the foreclosure of this mortgage; secondly, to the payment of all claims of said mortgagee under this mortgage, including interest calculated to ratification of audit, whether the same shall have then matured or not; and, thirdly, as the residue, if any, to pay it over to the said mortgagor S or to whomsoever may be entitled to the same.

And the said mortgagor S further covenant to insure forthwith, and pending the existence of this mortgage to keep insured the improvements in the amount of at least the sum due under the aforesaid promissory note or single bill secured by this mortgage and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, or other loss to be included by extended coverage insurance and war damage, to inure to the benefit of the mortgage to the extent of said mortgagee's lien or claim hereunder; and in default thereof it shall be lawful for the mortgagee so to insure said premises, and the premiums paid thereon shall be a lien on the hereby mortgaged property to be added to the amount secured by these presents, and payable forthwith, with interest; and in case the said mortgagor shall make default in paying any taxes and assessment, public dues and charges of every kind, levied or assessed or to be levied or assessed on said property hereby mortgaged, and the same shall be paid by the said mortgagee the amount thereof shall become a lien and be collectible under this instrument in the same manner as in above provided in case of unpaid insurance premiums.

And the said mortgagor S do hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before sale of said mortgaged premises, or be pain in any equity proceedings to which the holder of said mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said mortgagor shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said mortgagee or the attorneys above named, and which said mortgagee or the attorneys above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

In witness whereof the said mortgagor S have affixed their hand S and seal S the day and year first herein above written.

WITNESS:

Ray T. Harner

Donald R. Baker (SEAL)
DONALD R. BAKER

Marguerite H. Baker (SEAL)
MARGUERITE H. BAKER

(SEAL)

STATE OF ~~MARYLAND~~ Penna, ~~CARROLL~~ Adams COUNTY, to wit:

I hereby certify that on this 22nd day of February, in the year one thousand nine hundred and seventy four before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DONALD R. BAKER and MARGUERITE H. BAKER, his wife the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act and deed

And at the same time also appeared RAY T. HARNER, Executive Vice-President of Community National Bank of Southern Pennsylvania the within named Mortgagee, and made oath in due form of law that the consideration therein set forth is true and bona fide And the said Ray T. Harner did make oath in due form of law that he is the Executive Vice-President of Community National Bank of Southern Pennsylvania and is its duly authorized officer to make this affidavit, and that the amount of this loan was paid over and disbursed by the Mortgagee to either the Mortgagors or their agent at a time no later than the final and complete execution of this mortgage.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public.

REC'D. FOR RECORD 2-27 1974 AT 3:03 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 92 FACE 306 LIBER 642 FACE 298

Assignment

OF MORTGAGE FROM COMMUNITY NATIONAL BANK OF SOUTHERN PA.

TO CHARLES E. STONER AS RECORDED IN

LIBER CCC NO. 564 FOLIO 154

MAIL TO File in 14281 Equity

DATE MAILED 11. 1. 76

4.50

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. Oct 29 11 31 AM '76

ASSIGNMENT OF MORTGAGE

For value received, we hereby assign the within and foregoing mortgage unto Charles E. Stoner, for the purpose of foreclosure and collection.

Witness the corporate name and seal of Community National Bank of Southern Pennsylvania, this 8th day of October 1976.

President

Cashier

Witness

CHARLES E. STONER	:	NO. 14281 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	DOCKET NO. 24, folio 7

CERTIFICATION OF NOTICE

In compliance with Rule W74 2(b) of the Maryland Rules of Procedure, the undersigned does hereby certify that a copy of the advertisement of the sale of the real estate mentioned and described in these proceedings was sent to the Mortgagors by certified mail, return receipt number 303046, on December 13, 1976, at the Mortgagors' last known address, said advertisement setting forth the time, place and terms of sale.

The receipt of mailing of the aforesaid notice, and a copy of the letter with which it was enclosed, is attached hereto.

Charles E. Stoner

Charles E. Stoner, Assignee of Mortgagee

Subscribed and sworn to before me, a Notary Public of Carroll County, State of Maryland, this 23rd day of December, 1976.

KAREN L. NOTARY PUBLIC CARROLL

Karen L. [illegible]

Notary Public.

My commission expires the [illegible] day of July 1977.

FILED. DEC. 23, 1976

CHARLES E. STONER	:	NO. 14281 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	DOCKET NO. 27, folio 7

REPORT OF SALE

TO THE HONORABLE, EDWARD O. WEANT, JR., JUDGE OF SAID COURT:

This, the report of sale of Charles E. Stoner, Assignee of Mortgagee, respectfully shows that by virtue of the power and authority contained in a mortgage from Donald R. Baker and Marguerite H. Baker, his wife, to the Community National Bank of Southern Pennsylvania, dated February 22, 1974, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 584, folio 154, etc., which mortgage was duly assigned to Charles E. Stoner, and after default by the Mortgagors in the payment of principal and interest of said mortgage, the said Charles E. Stoner, Assignee of Mortgagee, and after having filed bond for the faithful performance of his trust, and after having complied with all the prerequisites of said mortgage and of law, and after having given notice by advertisement in the Carroll County Times and the Hanover Evening Sun, the former newspaper being published in Carroll County and the latter having extensive circulation in the County, for three successive weeks in compliance with the

FILED- DEC 23, 197x

provisions of Rule W74 a.2. of the Maryland Rules of Procedure, of the time, place, manner and terms of sale, the said Assignee did attend on the premises located at 3410 Halter Road, near Westminster, Carroll County, State of Maryland, on Saturday, December 18, 1976, at 12:30 P.M. and then and there offered the same at public sale to the highest bidder, said premises consisting of 5,000 acres of land, more or less and improved with a four bedroom house, and being the same land and premises conveyed unto Donald R. Baker and Marguerite H. Baker, his wife, by Herbert L. Small, Jr. and Jolene S. Small, his wife, by deed dated May 16, 1972, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 511, folio 711, etc., said land being a part of the land described and conveyed in said mortgage, and then and there sold the same to Raymond P. Barnes and Lucille D. Barnes, his wife, at and for the sum of FIFTY-FOUR THOUSAND DOLLARS ($54,000.00) being then and there the highest bidder therefore.

All of which is respectfully represented.

Charles E. Stoner

Charles E. Stoner, Assignee of Mortgagee

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 23rd day of December, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally ap-

peared CHARLES E. STONER, Assignee of Mortgagee, and made oath in due form of law that the matters and facts contained in the foregoing Report of Sale are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Karen L. Osley
Notary Public.

My commission expires the 1st day of July 1975.

KAREN L. FOSLEY NOTARY PUBLIC CARR...

LIBER 92 PAGE 311

CHARLES E. STONER	:	NO. 14281 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	DOCKET NO. 27, folio 7

ORDER NISI

ORDERED by the Circuit Court for Carroll County this 23rd day of December, 1976, that the sale made and reported by Charles E. Stoner, Assignee of Mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of January next; provided a copy of this order be inserted in some weekly newspaper published in Carroll County once in each of three successive weeks before the 21st day of January, 1977.

The report states the amount of sale to be $54,000.00.

Charles C. Conaway
Clerk

RECORDED

NO. 14281 EQUITY
IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
DOCKET NO. 27, folio 7
CHARLES E. STONER
Assignee of Mortgagee
vs.
DONALD R. BAKER and
MARGUERITE H. BAKER,
his wife
Mortgagors
ORDER NISI

ORDERED by the Circuit Court for Carroll County this 23rd day of December, 1976, that the sale made and reported by Charles E. Stoner, Assignee of Mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of January next; provided a copy of this order be inserted in some weekly newspaper published in Carroll County once in each of three successive weeks before the 21st day of January, 1977.

The report states the amount of sale to be $54,000.00.

Charles C. Conaway Clerk

True Copy Test
Charles C. Conaway, Clerk
No. 0275

LIBER 92 PAGE 312

Office of The Carroll County Times

Westminster, Md., January 19 19 77

THIS IS TO CERTIFY that the annexed Stone vs. Baker Order Nisi was published for three (3) successive weeks previous to the 19 day of January 19 77, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.

THE CARROLL COUNTY TIMES

Per C. L. Shepard

Filed Feb 7, 1977 ✓

LIBER 92 PAGE 313

CHARLES E. STONER	:	NO. 14281 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
DONALD R. BAKER and MARGUERITE H. BAKER, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	DOCKET NO. 27, folio 7

ORDER OF RATIFICATION

ORDERED this 7th day of Feb, 1977, by the Circuit Court for Carroll County, in Equity, that the sale made and reported by Charles E. Stoner, Assignee of Mortgagee, in the above entitled cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the said Assignee of Mortgagee is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. D. Heard, Jr.
Judge

RECORDED
FILED
FEB 7 3 02 PM '77
E. K. Kelly
Clerk

CHARLES E. STONER, Assignee of Mortgagee		No. 14281 Equity.
vs.		In the Circuit Court for Carroll County.
DONALD R. BAKER and MARGUERITE W. BAKER, his wife, Mortgagors		

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated February 7, 1977, and filed in this cause, he has stated the within account.

He has charged the Assignee of Mortgagee ----- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgagee his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to ~~the~~ Community National Bank of Southern Pennsylvania in partial liquidation of its mortgage claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

Feb 6 2 11 '77

C. P. Dudley

In the Matter of the Mortgaged real estate of Donald R. Baker and Marguerite H. Baker, his wife, in account with Charles E. Stoner, Assignee of Mortgagee.

D E B I T

Amount received from sale of real estate, as shown by Report of Sale filed on December 23, 1976 ---------- $ 54,000.00

TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ---------- $ 54,000.00

C R E D I T

1. To Charles E. Stoner, Assignee of Mortgagee, for commissions ------ $ 2,830.00

2. To The Burke Agency, Inc., for premium on bond ---------- $ 240.00

3. To The Evening Sun, for advertising sale ---------- $ 71.40

4. To The Carroll County Times, for advertising sale ---------- $ 57.00

5. To T. R. O'Farrell Auction Co., Inc., for auctioneering sale ------- $ 540.00

6. To Quality Glass & Aluminum, Inc., for repair of glass to secure property ---------- $ 35.41

7. To Tax Collector of Carroll County, for 1975/76 real estate taxes ---------- $ 654.64

8. To Tax Collector of Carroll County, for 1976/77 real estate tax adj. ---------- $ 311.38

9. To Baltimore Gas & Electric Co., for heating premises to prevent freezing ---------- $ 145.24

10. To The Carroll County Times, for Nisi on Sale ---------- $ 17.00

11. To Charles E. Stoner, Esq., for attorney's fee as provided in mortgage $1,320.00, and ½ thereof waived ---------- $ 660.00

12. COURT COSTS AS TAXED BY THE CLERK:

Law Library ---------- $ 10.00
Clerk ---------- $ 40.00
Clerk (Assignment) ------- $ 4.50

Clerk (Recording) -------	$ 42.00		
Auditor ----------	$ 92.50		
Copy of audit ----------	$ 1.50		
Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (5) ---	$ .75		
Filing Vouchers (10) ----	$ 2.50	$ 205.75	$ 5,767.82
BALANCE ----------			$ 48,232.18

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Community National Bank of Southern Pennsylvania, its mortgage claim filed on October 15, 1976 --- $ 48,860.79 Interest from October 13, 1976, to date of ratification of audit ----	$ 1,605.40	$ 50,466.19	
ABOVE BALANCE ----------		$ 48,232.18	$ 48,232.18
DEFICIT ----------		$ 2,234.01	$ - 0 -

LIBER 92 PAGE 317

CHARLES E. STONER, Assignee of Mortgagee vs. DONALD R. BAKER and MARGUERITE H. BAKER, his wife Mortgagors		No. 11,281 Equity. In the Circuit Court for Carroll County.

ORDERED, this 28th day of February in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 14th day of March, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Filed Feb 25 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 18th day of March, in the year Nineteen Hundred and ~~Sixty~~ Seventy-seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Assignee of Mortgagee is ------ hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

Filed Mar 18 10 01 AM '77

QX

No. 14509 Docket 27 Folio 121

CIRCUIT COURT FOR CARROLL COUNTY

JOHNSON

EX PARTE IN THE MATTER OF
ROCKY MELVERN ELKINS,
KNOWN AS
ROCKY MELVERN IBEX

LIBER 92 PAGE 318

DATE	CLERK'S MEMORANDUM	NO.
3-15-77	Petition for change of name and Motion that Notice by publication not be given fd. Same day Order of Court waiving Order of Publication fd. Decree of Court Adjudged, Ordered and Decreed that the name of Rocky Melvern Elkins, be changed to Rocky Melvern Ibex fd. Copy of Order mailed to Petitioners Atty.	

25X 32X 25X

LIBER 92 PAGE 319

EX PARTE IN THE MATTER OF ROCKY MELVERN ELKINS, KNOWN AS ROCKY MELVERN IBEX 3211 Marston Road Westminster, Maryland 21157	: : : : : :	NO. 14509 EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY

DECREE

Upon the aforegoing verified Petition it is this 15th day of March, 1977, by the Circuit Court for Carroll County, sitting as a Court of Equity, ADJUDGED, ORDERED AND DECREED that the name of the Petitioner herein, Rocky Melvern Elkins, be changed to and he be hereafter known as Rocky Melvern Ibex and that it be so registered with the Bureau of Vital Statistics of the State of Maryland and at such other places as such registration may be deemed necessary.

AND IT IS FURTHER ORDERED that the Petitioner pay the cost of these proceedings as taxed by the Clerk of this Court.

E. O. Weant Jr.
E. O. WEANT, JR., Judge

Filed
MAR 15 1 55 PM '77
C. E. Kelly
Clerk

No. 13658 **EQUITY** Docket 25 Folio 221

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
HOFF
Stansfield

MILDRED HAYES, WIDOW
AND
MARYLAND HAYES
AND
WILLIAM L. HAYES
AND
MARSHALL H. HAYES
AND
SHERMAN R. HAYES
AND
CANAVIA HAYES
AND
ANN H. HAYES
AND
PAUL ODGRY HAYES

VS

PROCTOR N. HAYES
AND ALL OF THE UNKOWN HEIRS OF EDWARD JACKSON AND BEATRICE JACKSON, HIS WIFE, DECEASED, LATE OF CARROLL COUNTY, MARYLAND AND ALL PERSONS, WHETHER RESIDENTS OF THE STATE OF MARYLAND, OR NOT, WHO MAY BE INTERESTED IN THE REAL ESTATE OF THE SAID EDWARD JACKSON AND BEATRICE JACKSON, HIS WIFE OR WHOSE RIGHTS ARE AFFECTED BY THE SALE, DISTRIBUTION OR DELIVERY THEREOF

Equity No. 13658

Equity No. 13658

LIBER 92 PAGE 320

DATE	CLERK'S MEMORANDUM
7-9-75	Bill of Complaint for the Appointment of a Trustee to make Sale of Real Estate and Exhibits fd.
7-10-75	Order of Publication fd. Copy mailed to Carroll County Times.
9-15-75	Printers Certificate of Order Nisi of Publication fd.
9-15-75	Petition for Decree Pro Confesso fd. Same day Decree Pro Confesso fd. Copy delivered to Pltffs Atty.
10-8-75	Petition for Decree Pro Confesso fd. Same day Decree Pro Confesso fd.
12-18-75	Hearing had and testimony taken before the Master.
3-1-76	Hearing had and additional testimony taken before the Master.
8-2-76	Order to enter appearance of Thomas F. Stansfield as Co-counsel for Plaintiffs fd.
11-1-76	Hearing had and additional testimony taken before the Master.
12-15-76	Report and Recommendation of Master fd.
1-10-77	Decree of Court appointing Thomas F. Stansfied Trustee to Sell Proreerty etc. fd. Copies delivered to Thomas F. Stansfied and mailed to Proctor N. Hayes
1-11-77	Trustee's Bond approved and filed.
1-11-77	Trustee's Motion for waiver of appraisal under Rule BR3(c), fd.
1-12-77	Order of Court granting Motion fd. Copy delivered to Trustee.
1-19-77	Trustee's Report of private sale fd. Same day Affidavit of Purchasers fd. Same day Order Nisi of Court fd. Copy of Order Nisi mailed to the Carroll County Times for Publication.
2-14-77	Printer's Certificate of Publication of Order Nisi on Sale, fd.
2-18-77	Order of Court ratifying Sale fd. Copy delivered to Trustee. Record of Proceedings delivered to Auditor.
3-7-77	Petition for Counsel fd, Petition for Trustee's Commission, fd.
3-9-77	Order of Court granting Petitions fd.
3-14-77	Auditor's Account, Order Nisi thereon and Vouchers thereto fd.
3-31-77	Order finally ratifying Audit fd.

THE PAUL CO., BALTO., MD.

LIBER 92 PAGE 321

MILDRED HAYES, widow 254 East Liberty Court York, Pennsylvania and MARYLAND HAYES 254 East Liberty Court York, Pennsylvania and WILLIAM L. HAYES 679 Front Street York, Pennsylvania and MARSHALL H. HAYES 254 East Liberty Court York, Pennsylvania and SHERMAN R. HAYES 329 East King Street York, Pennsylvania and CANAVIA HAYES 254 East Liberty Court York, Pennsylvania and ANN H. HAYES 254 East Liberty Court York, Pennsylvania and PAUL ODGRY HAYES 254 East Liberty Court York, Pennsylvania Plaintiffs vs. PROCTOR N. HAYES Address Unknown, whose last known address was 254 Liberty Court York, Pennsylvania And all of the unknown heirs of Edward Jackson and Beatrice Jackson, his wife, deceased, late of Carroll County, Mary- land, and all persons, whether residents of the State of Mary- land, or not, who may be interested in the real estate of the said Edward Jackson and Beatrice Jackson, his wife, or whose rights are affected by the sale, distribution or delivery thereof Defendants	:	IN THE CIRCUIT COURT FOR CARROLL COUNTY NO. 13658 EQUITY

Filed July 9 1975

BILL OF COMPLAINT FOR THE

APPOINTMENT OF A TRUSTEE TO

MAKE SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This, the Bill of Complaint of Mildred Hayes, Maryland Hayes, William L. Hayes, Marshall H. Hayes, Sherman R. Hayes, Canavia Hayes, Ann H. Hayes and Paul Odgry Hayes, by Hoff and Stoner, their attorneys, complaining say:

1. That by deed dated April 27, 1926, and recorded among the Land Records of Carroll County in Liber E.M.M.Jr. No. 147, folio 166, Joseph L. Englar and Clara M. Englar, his wife, conveyed unto Edward Jackson and Beatrice Jackson, his wife, a parcel of land situate on the east side of the Old New Windsor Road to Liberty Turnpike in New Windsor (11th) District, Carroll County, State of Maryland, containing 4 acres of land, more or less, a certified copy of said deed is filed herewith and marked "EXHIBIT A".

2. That by deed dated March 16, 1935, and recorded among the Land Records of Carroll County in Liber E.M.M.Jr. No. 162, folio 55, the said Edward Jackson and Beatrice Jackson, his wife, conveyed unto Nicholas Metcalfe and Carmen Metcalfe, his wife, a portion of said land containing 3¼ acres and 7 square perches of land, more or less, a certified copy of said deed being filed herewith and marked "EXHIBIT B", leaving a quantity of land of 113 square perches of land, more or less.

3. That Edward Jackson predeceased his wife, Beatrice Jackson who died in or about the year 1947, intestate, leaving no children, leaving the following heirs at law:

a. Fuchsia Tucker, a sister and a widow, also died without children

b. Reginald Hayes, a brother and a widower, who died without children

c. Odgry N. Hayes, a brother, who died on December 10, 1967, leaving the following heirs:

(1) Mildred Hayes, his widow
(2) Maryland Hayes, a son, born April 24, 1943.
(3) William L. Hayes, a son born October 4, 1944
(4) Marshall H. Hayes, a son born October 29, 1945
(5) Canavia Hayes, a daughter born June 6, 1948
(6) Sherman R. Hayes, a son born December 12, 1951
(7) Ann H. Hayes, a daughter born January 31, 1955
(8) Paul Odgry Hayes, a son born March 11, 1956
(9) Proctor N. Hayes, a son born October 29, 1937

4. That the aforesaid parcel of land containing 113 square perches, more or less, of which the said Beatrice Jackson died seized and possessed is not susceptible of partition without material loss or injury to the parties entitled to interests therein and that in order to make a division of such interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their respective rights.

TO THE END THEREFORE:

A. That your Honorable Court may appoint a Trustee to make sale of the real estate mentioned in this cause.

B. That the proceeds of such sale may be distributed between the parties entitled thereto according to their respective rights and interests.

C. That your Honorable Court may grant unto the Plaintiffs an order of publication giving notice to the said Proctor N. Hayes, whose address is unknown, and to all of the unknown heirs of Beatrice Jackson, deceased, requiring them to appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

D. That the Plaintiffs may have such other and further relief as may be required.

AND AS IN DUTY BOUND, ETC.

HOFF & STONER

BY Stanford Hoff

Stanford Hoff
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045

Attorney for Plaintiffs

LIBER 92 FACE 325

EMM Jr 147 f 166

D [illegible] D

Joseph L. Englar and wife

to

[illegible] Jackson and wife

THIS [illegible], made this 2 [illegible] day of [illegible] in the year nineteen hundred and twenty six, by Joseph L. Englar and Clara M. Englar, his wife of Carroll County in the State of Maryland,

witnesseth, that for and in consideration of the sum of ten [illegible] and other valuable considerations, the receipt of which is hereby acknowledged,

P [illegible] No. 13658
[illegible] 2
[illegible] 12-11-15
[illegible]

EXHIBIT "A"

we, the said Joseph L.Englar and Clara M.Englar, his wife, do hereby grant,sell and convey unto Edward Jackson and Beatrice Jackson, his wife, of Frederick County, in said State as tenants by the entirety, their heirs and assigns in fee simple, all of the following described piece or parcel of land, being a part of a tract of land called "The Five Daughters" situated and lying near the town of New Windsor in Carroll County in theState of Maryland, and being a part of the same land that the said Joseph L.Englar obtained by deed from Elizabeth Englar et al bearing date March 18th, A.D.189[illegible], and recorded among the land records of said Carroll County in Liber B.F.C.No.76 folio 41[illegible] &c. and being furthermore a part ofthe same land mentioned and conveyed in a deed from Daniel Engel and wife to Hiram Englar, dated April 17th,1867 and recorded among the above said land records in Liber W.A.McK. No.[illegible]4 folio [illegible]1 &c. Beginning for the outlines for the part hereby intended to be conveyed at the end of the 15th or South 46¼ degrees West [illegible]/10 perch line, as now located, in above said deed from Daniel Engel to Hiram Englar and running bylines of division and by magnetice bearings of April [illegible]6th. 1926, to wit:- (1) South [illegible] degrees West 7 perches to astone to be planted; (2) South [illegible] degrees East [illegible] perches to a [illegible] to be planted:(3) South 28¾ degrees West 17-[illegible]/1[illegible] to a stone to beplanted; ([illegible]) North 62[illegible] degrees West [illegible]/1[illegible] to a stone to be planted on the East side of the turnpike road and at the [illegible] a line drawn South 22 degrees West [illegible]/10 perch from a walnut tree [illegible] on the said [illegible] side of said road, thence extending said fourth line farther 1-[illegible]/1[illegible] perches to the middle of said turnpike road and to intersect the last or closing line in the above said deed from Daniel Engel to Hiram Englar, thence with said closing line reversed. ([illegible]) North [illegible]2 degrees East [illegible] 1[illegible] perches to the south west corner of the Public Colored School land, thence with said [illegible] land, correcting the course (6) South 7¼ degrees East, 16 perches: (7) North [illegible]2 degrees

[illegible], 5 [illegible] to intersect the 17th line in said deed from Daniel Engel [illegible], [illegible] [illegible] reversed: (8) South 71½ degrees East, [illegible] perches to the place of beginning containing four acres of land more or less.

[illegible] and to hold the above described lot or parcel of land with the privileges and appurtenances thereto belonging, to and unto the said Edward Jackson and Beatrice Jackson, his wife, as [illegible] the entirety, their heirs and assigns, forever, in fee simple.

And the said grantors hereby warrants specially the property hereby intended to be conveyed and covenants that they will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

Test. Amos W. Wagner — Joseph L. Engla. Seal.

Clara M. Englar Seal.

State of Maryland, Carroll County, to-wit:-

I hereby certify that on this 27th day of April in the year nineteen hundred and twenty six, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared Joseph L. Englar and Clara M. Englar, his wife, grantors named in the above indenture, and did each acknowledge the aforegoing deed to be their respective act and deed. Acknowledged before Amos W. Wagner, Justice of the Peace.

Received for record Apr 1 27th. 1926, at 2 o'clock, P.M. and same day recorded and examined.

Per Edwin M. Meller, Jr. Clerk.

[illegible]

LIBER 92 PAGE 327

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, that the aforegoing is a full and true copy of the above entitled DEED as taken from Liber EMMJR No. 147, folio 166, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 8th day of July A.D. 1975.

Clerk of the Circuit Court for Carroll County

LIBER 92 PAGE 325

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, TO-WIT:

I hereby certify that, on this 12thday of April in the year nineteen hundred and thirty five, before me the subscriber a Notary Public of the State of Pennsylvania in and for the City of Philadelphia, personally appeared Edward Jackson and acknowledged the aforegoing deed to be his act and deed.

(Notarial Seal)

Raymond G. Frick
Notary Public.

My commission expires March 7, 1937

STATE OF MARYLAND, CARROLL COUNTY, To-Wit:

I hereby certify that, on this 16th day of April in the year nineteen hundred and thirty five before me the subscriber, a Notary Public of the State of Maryland in and for Carroll County, personally appeared Beatrice Jackson, wife of Edward Jackson, and and Leslie Smelser and acknowledged the aforegoing deed to be their respective act and deed.

(Notarial Seal)

William D. [illegible]
Notary Public.

My commission expires May 6,1935.

I herebycertify this 16 day of April 1935 and all public taxes, assessments and charges for the current year and all prior years on the property described herein have been paid.

C. [illegible] Brilhart
Collector. Per T.

The undersigned Clerk to the County Commissioners of Carroll County does hereby certify that the within deed was this 16 day of April1935 submitted to me as such Clerk and that I have made transfer on the County Assessment books of the property conveyed to the new owners thereof pursuant to the provisions of Sec. 22A of Chapter 65 of the Acts of 1922.

Paul F. [illegible]
Clerk.

Received for record April 16, 1935 at 3 o'clock P.M. and same day recorded. Ex'd.
Per Edwin M. Miller, Jr. Clerk

LIBER 92 PAGE 329

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, that the aforegoing is a full and true copy of the above entitled DEED as taken from Liber EMYR No. 162, folio 55, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 8th day of July A.D. 1975.

Charles C Conaway

Clerk of the Circuit Court for Carroll County

LIBER 92 PAGE 330

EMM Jr. 162/55

LIBER 92 PAGE 331

DEED

Edward Jackson et al

to

Nicholas Metcalfe and Carmen Metcalf, his wife (I.R.S. .60¢)

THIS DEED, Made this 16th day of March in the year nineteen hundred and thirty five, by Edward Jackson of Philadelphia Pa. and Beatrice Jackson, his wife of Carroll County, State of Maryland, and Leslie Smelser of Carroll County, State of Maryland.

WITNESSETH, That for and in consideration of Ten Dollars and other good and valyable considerations the receipt of all of which is hereby acknowledged, we, the said Edward Jackson and Beatrice Jackson, his wife, and Leslie Smelser do hereby grant and convey unto Nicholas Metcalfe and Carmen Metcalfe, his wife, as tenants by the entireties, their heirs and assigns forever, in fee simple, all of the following described parcel of land situated on the east side of the old Turn Pike leading from New Windsor to Liberty Town in Carroll County, State of Maryland, it being the larger part of the land conveyed to Edward Jackson and Beatrice Jackson, his wife, by Joseph L. Englar and wife by deed made April 27, 1926 and recorded in Liber E.M.M. No. 147, Folio 100 &c., one of the Land Records of Carroll County, and, by a survey made March 15, 1935, bounded as follows:

EXHIBIT "B"

BEGINNING at the stone formerly planted at the beginning corner of the land described in the above mentioned deed and running thence with this land as now surveyed the five following lines, (1) S.32°W., 7 rods to a stone formerly planted; (2) S.60½°E., 5.95 rods to a stone formerly planted; (3) S. 29½°W., 17.0 rods to a stone formerly planted; (4) N. 62½° W., 31.76 rods to a point in the above mentioned Turn Pike and passing a stone formerly planted on the east side of the road 1.4 rods short of the end of the line; (5) N.22°E., 8.2 rods to a point in the pike, a stone now to be planted 1.4 rods from this point on the east side of the Pike and on the following line; thence by lines of division now made so as to cut off 113 square rods of land retained by the Jacksons, (6) S.70°E., 18 rods to a stone now to be planted; (7) N. 22½°E., 11.64 rods to a stone now to be planted in the south edge of a private road, the last five rods of this line being the eastern boundary of the public school grounds; thence with the closing line of the whole tract, (8) S.71°E., 9.75 rods to the place of beginning and containing 3¼ acres and 7 square rods of land, be the same more or less;

TOGETHER WITHall of the improvements thereon and the rights, roads, ways, waters and appurtenances unto the same belonging or in anywise appertaining.

AND WE, the said Edward Jackson and Beatrice Jackson, his wife, and Leslie Smelser do hereby covenant to warrant specially the property hereby conveyed, or intended to be conveyed, and to execute such other and further assurances of the same asmay be requisite.

WITNESS Our hands and seals on the day and year first above written.

TEST: Stacy R. Matthews — Edward Jackson .R (SEAL)

Beatrice Jackson (SEAL)

TEST: William D. Lovell — Leslie A.Smelser (SEAL)

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, To-wit:

LIBER 92 PAGE 333

MILDRED HAYES, widow 254 East Liberty Court York, Pennsylvania and MARYLAND HAYES 254 East Liberty Court York, Pennsylvania and WILLIAM L. HAYES 679 Front Street York, Pennsylvania and MARSHALL H. HAYES 254 East Liberty Court York, Pennsylvania and SHERMAN R. HAYES 329 East King Street York, Pennsylvania and CANAVIA HAYES 254 East Liberty Court York, Pennsylvania and ANN H. HAYES 254 East Liberty Court York, Pennsylvania and PAUL ODGRY HAYES 254 East Liberty Court York, Pennsylvania Plaintiffs vs. PROCTOR N. HAYES Address Unknown, whose last known address was 254 Liberty Court York, Pennsylvania And all of the unknown heirs of Edward Jackson and Beatrice Jackson, his wife, deceased, late of Carroll County, Mary- land, and all persons, whether residents of the State of Mary- land, or not, who may be in- terested in the real estate of the said Edward Jackson and Beatrice Jackson, his wife, or whose rights are affected by the sale, distribution or delivery thereof Defendants	:	IN THE CIRCUIT COURT FOR CARROLL COUNTY NO. 13658 EQUITY

Filed July 14, 1975

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of a 113 square perches parcel of land in New Windsor District, Carroll County, State of Maryland, particularly described in the Bill of Complaint filed in this cause, of which one Beatrice Jackson died seized and possessed in or about the year 1947 and which descended to and vested in her heirs at law, the known heirs at law being named in the titling to this cause, and for the appointment of a trustee to make sale thereof, and for the distribution of the proceeds of such sale to the parties entitled thereto according to their respective rights and interests.

It is thereupon, this 10th day of July, 1975, ORDERED by the Circuit Court for Carroll County, in Equity, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Carroll County once a week for three successive weeks before the 30th day of ~~August~~ July, 1975, to show cause, if any there may be, on or before the 29th day of August, 1975, why a decree ought not be passed as prayed.

Charles C Conaway
Clerk.

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
NO. 13658 EQUITY
25-271

MILDRED HAYES, widow
254 East Liberty Court
York, Pennsylvania
and
MARYLAND HAYES
254 East Liberty Court
York, Pennsylvania
and
WILLIAM L. HAYES
679 Front Street
York, Pennsylvania
and
MARSHALL H. HAYES
254 East Liberty Court
York, Pennsylvania
and
SHERMAN R. HAYES
329 East King Street
York, Pennsylvania
and
CANAVIA HAYES
254 East Liberty Court
York, Pennsylvania
and
ANN H. HAYES
254 East Liberty Court
York, Pennsylvania
and
PAUL ODGRY HAYES
254 East Liberty Court
York, Pennsylvania
Plaintiffs
vs.
PROCTOR N. HAYES
Address Unknown, whose last known address was
254 Liberty Court
York, Pennsylvania
And all of the unknown heirs of Edward Jackson and Beatrice Jackson, his wife, deceased, late of Carroll County, Maryland, and all persons, whether residents of the State of Maryland, or not, who may be interested in the real estate of the said Edward Jackson and Beatrice Jackson, his wife, or whose rights are affected by the sale, distribution or delivery thereof
Defendants

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of a 113 square perches parcel of land in New Windsor District, Carroll County, State of Maryland, particularly described in the Bill of Complaint filed in this cause, of which one Beatrice Jackson died seized and possessed in or about the year 1974 and which descended to and vested in her heirs at law, the known heirs at law being named in the titling to this cause, and for the appointment of a trustee to make sale thereof, and for the distribution of the proceeds of such sale to the parties entitled thereto according to their respective rights and interests.

It is thereupon, this 10th day of July, 1975, ORDERED by the Circuit Court for Carroll County, in Equity, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Carroll County once a week for three successive weeks before the 30th day of July, 1975, to show cause, if any there may be, on or before the 29th day of August, 1975, why a decree ought not be passed as prayed.

Charles C. Conaway
Clerk
True Test

LIBER 92 PAGE 335

Office of The Carroll County Times

Westminster, Md. July 30 *19* 75

THIS IS TO CERTIFY that the annexed Order of Publication Equity No. 13658 *was published for* three (3) *successive weeks previous to the* 29th *day of* July *19* 75 *, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Barbara McCrigment

Bd Sept 15, 1975

MILDRED HAYES, widow etals.	:	NO. 13658 EQUITY
Plaintiffs	:	IN THE
vs.	:	CIRCUIT COURT
PROCTOR N. HAYES	:	FOR
Defendant	:	CARROLL COUNTY
	:	DOCKET NO. 25, folio 271

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, EDWARD O. WEANT, JR., JUDGE OF SAID COURT:

The Petition of Mildred Hayes, etals., Plaintiffs, in this Cause, by Hoff & Stoner, their attorneys, respectfully represents:

1. That the Bill of Complaint was filed in this Honorable Court on July 10, 1975, seeking the appointment of a Trustee to make sale of certain real estate in which, all parties hereto have an interest.

2. That an Order of Publication was issued in this Cause directing the said Proctor N. Hayes, Defendant, to show cause, if any he has, why a decree ought not to be passed as prayed in said Bill of Complaint on or before the 29th day of August, 1975.

3. That the Order of Publication was published in the Carroll County Times, for three successive weeks before the 29th day of July, 1975, as will appear from the certification of publication filed in this cause.

4. That the said Defendant has failed to file his answer to said Bill of Complaint or to appear in person, or by his attorney.

Filed Sept 15, 1975

WHEREFORE, your Petitioners pray that they may be granted a decree pro confesso against the Defendant, Proctor N. Hayes, for his failure to appear or answer the said Bill of Complaint.

HOFF & STONER

By Stanford Hoff
Stanford Hoff
Attorney for Plaintiffs

MILDRED HAYES, widow etals.	:	NO. 13658 EQUITY
Plaintiffs	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
PROCTOR N. HAYES	:	CARROLL COUNTY
Defendant	:	DOCKET NO. 25, folio 271

DECREE PRO CONFESSO

The Defendant, Proctor N. Hayes, having been duly notified by an Order of Publication having been published, and having failed to appear as therein directed, it is thereupon,

ORDERED AND DECREED this 15 day of September, 1975, by the Circuit Court for Carroll County, in Equity, that the Plaintiffs are entitled to relief in the premises, and it is further adjudged, ordered and decreed that leave is hereby granted to Plaintiffs to take testimony before the ~~Court~~ Master to support the allegations of the Bill of Complaint.

E. D. Ward Jr.
Judge.

LIBER 92 PAGE 339

MILDRED HAYES, widow etals.	:	NO. 13658 EQUITY
Plaintiffs	:	IN THE CIRCUIT
v s.	:	COURT FOR CARROLL
PROCTOR N. HAYES,	:	COUNTY
Defendant	:	DOCKET NO. 25,
	:	FOLIO No. 271

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, EDWARD O. WEANT, JR., JUDGE OF SAID COURT:

The Petition of Mildred Hayes, etals, Plaintiffs, in this Cause, by Hoff & Stoner, their attorneys, respectfully represents:

2. That an Order of Publication was issued in this Cause directing "all of the unknown heirs of Edward Jackson and Beatrice Jackson, his wife, deceased, late of Carroll County, State of Maryland and all persons, whether residents of the State of Maryland or not, who may be interested in the real estate of the said Edward Jackson and Beatrice Jackson, his wife, or whose rights are affected by the sale, distribution or delivery thereof" to show cause, if any they have, why a decree ought not to be passed as prayed in said Bill of Complaint on or before the 29th day of August, 1975.

3. That the Order of Publication was published in the Carroll County Times, for three successive weeks before the 29th day of July, 1975, as will appear from the certification of publication filed in this cause.

4. That no person has filed an answer in said

Filed Oct 6 1975

cause to the Bill of Complaint nor has any person appeared in person or by his attorney.

WHEREFORE your Petitioners pray that they may be granted a decree pro confesso against all of the unknown heirs of Edward Jackson and Beatrice Jackson, his wife, deceased, late of Carroll County, State of Maryland, and all persons, whether residents of the State of Maryland or not, who may be interested in the real estate of the said Edward Jackson and Beatrice Jackson, his wife, or whose rights are affected by the sale, distribution or delivery thereof.

HOFF & STONER

By Stanford Hoff
Stanford Hoff
Attorney for Plaintiffs

LIBER 92 PAGE 341

MILDRED HAYES, widow, etals	:	NO. 13658 EQUITY
Plaintiffs	:	IN THE CIRCUIT
vs.	:	COURT FOR CARROLL
PROCTOR N. HAYES	:	COUNTY
Defendant	:	DOCKET NO. 25,
	:	FOLIO NO. 271

DECREE PRO CONFESSO

The Defendants, all of the unknown heirs of Edward Jackson and Beatrice Jackson, his wife, deceased, late of Carroll County, State of Maryland, and all persons, whether residents of the State of Maryland or not, who may be interested in the real estate of the said Edward Jackson and Beatrice Jackson, his wife, or whose rights are affected by the sale, distribution or delivery thereof, having been duly notified by an Order of Publication having been published, and having failed to appear as therein directed, it is thereupon,

ORDERED AND DECREED this 8th day of Oct., 1975, by the Circuit Court for Carroll County, in Equity, that the Plaintiffs are entitled to relief in the premises, and it is hereby further adjudged, ordered and decreed that leave is hereby granted to Plaintiffs to take testimony before ~~this~~ the ~~Court~~ Master to support the allegations of the Bill of Complaint.

E. Phillips Jr.
Judge

Filed Oct 9, 1975

MILDRED HAYES, et al	:	No. 13658 Equity
Plaintiff	:	in the
vs	:	Circuit Court
PROCTOR N. HAYES, and the Unknown Heirs of Edward Jackson and Beatrice Jackson	:	for Carroll County
Defendants	:	

REPORT AND RECOMMENDATION OF MASTER

The Bill of Complaint of Mildred Hayes, Widow, et al, for the appointment of a Trustee to make sale of real estate came on for hearing before the Master.

PLEADINGS

Bill of Complaint filed July 9, 1975; Order of Publication issued and mailed to Carroll County Times, July 10, 1975; Printer's Certificate of Order Nisi of Publication filed September 15, 1975; Petition for Decree Pro Confesso filed September 15, 1975; Decree Pro Confesso issued September 15, 1975; Petition for Decree Pro Confesso filed October 8, 1975; Decree Pro Confesso issued October 8, 1975.

SUMMARY OF TESTIMONY

Ison B. Richardson, 239 E. Main Street, Westminster, testified that he is a real estate broker and appraiser, having been in the real estate profession for sixteen or seventeen years. He has previously testified in the Circuit Court for Carroll County as an appraiser. On September 4, 1975 he appraised the 113 square perches of land that formerly belonged to Edward Jackson and Beatrice Jackson, located near New Windsor. He has made an appraisal and report which includes a picture of the property and house (said appraisal and report were accepted into evidence and marked Plaintiff's Exhibit No. 1). The lot is improved by a two-story building, the second story thereof not being livable. The overall dimensions of the house are approximately 24' x 50' with a 7' x 25' porch. The first floor

Filed Dec 15, 1976

has five rooms and another small room which was constructed for use as a bathroom but there is no plumbing in the house. There is an oil hot air furnace which has been installed by the tenant. The interior is of drywall construction. There has been a lot of leakage from the roof. The ceilings are loose and there are large holes in the plaster board. There is a dirt basement. There is a well on the property but it does not have a pump and the tenants carry water for their use. The lot is a poor one in that it has a steep slope. In his opinion, it has a present market value of $6,500.00. Further, he is of the opinion that it would be better to have a private sale rather than a public one. His reason therefor is the condition of the building and the problems associated with it.

Helen May Summers, 198 South Center Street, testified that she is 78 years of age. She knew Beatrice and Edward Jackson, Beatrice being her first cousin. The Jacksons bought their property from Joseph Englar and his wife, the deed for the property being dated April 27, 1926. At that time the property contained four acres, more or less. Later on, the Jacksons sold part of their property to Nicholas Metcalf. The property has a house on it, having three rooms on the top floor and five rooms and a small room which was added for a bathroom, on the first floor, but the house has no plumbing. A Mr. Brooks now rents the property. Edward Jackson died first and his wife, Beatrice, then died in 1947. The Jacksons had no children. Beatrice Jackson's parents had died before her and she had three brothers and a sister, namely: Beverly Hayes who died before Beatrice Jackson, without children; Fuchsia Tucker, a sister, who died after Beatrice Jackson, leaving no children but a husband, John Tucker, who has since died at least twelve years ago leaving no children or any other heirs except a brother, George Tucker, who is now dead leaving no children or other heirs; Reginald Hayes, a brother, who died after Beatrice Jackson without children, leaving a wife,

Dorothy Hayes, who is now dead, leaving no children or any other heirs; and Odgry Hayes, a brother, who died on December 10, 1967 leaving surviving his widow, Mildred, and eight children, namely: Maryland Hayes, William L. Hayes, Marshall H. Hayes, Genevia Hayes, Sherman Hayes, Ann H. Hayes, Paul Odgry Hayes, and Proctor Hayes, all of whom are over 21 years of age and now living. The only heirs-at-law of Beatrice Jackson are Mildred Hayes, the widow of Odgry Hayes, and the eight children of Odgry Hayes. To her knowledge, there have been no estates opened up for the deceased sister and brothers of Beatrice Jackson. Further, none of them had Wills except Fuchsia, "but nobody ever knew what became of it".

Stanford Hoff, Esquire, filed a Certificate setting out that he personally made an examination of the indices of the Estate Dockets of Carroll County in the Orphans' Court for said County, from 1936 to date, to determine whether there were any estates opened in the names of Beverly Hayes, Nettie Hayes, his wife, Fuchsia Tucker, John Tucker, her husband, or Reginald Hayes and Dorothy Hayes, his wife. There was only one estate opened for any of the above-named individuals, namely, John Thomas Tucker, who died on June 5, 1964 intestate. There being no known relatives within the fifth degree, his estate was disposed of by making payment of the net proceeds therefrom to the County Commissioners of Carroll County (said Certificate attached).

Deed from Joseph Angler and wife to Edward Jackson and wife, dated April 27, 1926, and recorded among the Land Records of Carroll County, in Liber 147, Folio 166, filed with the Bill of Complaint as Exhibit "A", was accepted into evidence and marked Plaintiff's Exhibit No. 2; and copy of deed from Edward Jackson and wife to Nicholas Metcalfe and Carmen Metcalfe, his wife, dated March 16, 1935 and recorded among the Land Records of Carroll County, in Liber 162, Folio 55, marked as Exhibit "B" and filed with the Bill of Complaint, was accepted into evidence and marked Plaintiff's Exhibit No. 3.

Thomas F. Stansfield, 34 N. Court Street, Westminster, Maryland, attorney-at-law, testified that subsequent research revealed that Beatrice Jackson became the sole owner of the property in question after the death of her husband, Edward Jackson. On December 15, 1945 she married Henry Redmon (Marriage Certificate was accepted into evidence and marked Plaintiff's Exhibit No. 4). Beatrice Redmon died testate in 1947 and Letters were granted on March 13, 1948 (copy of Will and Letters were accepted into evidence and marked Plaintiff's Exhibit No. 5). A life estate in her real property was devised unto her husband, Henry Redmon, then unto her sister, Fuchsia Tucker, for her life, then to Odgry Hayes for his life, and after the deaths of all three life tenants, said real estate was devised unto the children of Odgry Hayes. Henry Redmon died on March 7, 1972 (copy of his death certificate was accepted into evidence and marked Plaintiff's Exhibit No. 8). The death certificate shows the name as J. Henry Redmond. Fuchsia Tucker died on April 7, 1959 (copy of her death certificate was accepted into evidence and marked Plaintiff's Exhibit No. 6). Odgry Hayes died on December 7, 1967 (copy of his death certificate was accepted into evidence and marked Plaintiff's Exhibit No. 7.

Lisa Billings, New Windsor, Maryland, testified that she is employed by the Carroll County Board of Education. She was acquainted with Henry Redmon and the late Beatrice Redmon. Mr. Redmon had married Beatrice Jackson in 1945. She had a farm and Henry worked for her for around twelve years. Henry Redmon survived his wife and he spelled his last name Redmond.

FINDINGS AND RECOMMENDATION

I find that all parties in interest in the real estate of the late Beatrice Jackson are either Plaintiffs or Defendants in this litigation. Defendants have been served in accordance with Maryland

Rules and no Answers have been filed on behalf of any of the Defendants, however, Decree Pro Confesso has been issued.

The subject of this proceeding is a tract of ground containing approximately 113 square perches of land, more or less, situate on the east side of the old turnpike leading from New Windsor to Libertytown, Carroll County, State of Maryland, being the remaining land which Edward Jackson and Beatrice Jackson, his wife, acquired by deed dated April 27, 1926 from Joseph L. Englar and Clara M. Englar, his wife, recorded among the Land Records of Carroll County, in Liber 147, Folio 166. Beatrice Jackson survived her husband, Edward Jackson, and married Henry Redmon on December 15, 1945. She died testate in 1947 and Letters were granted for the handling of her estate on March 13, 1948 by the Orphans' Court for Carroll County, Maryland. She devised said property unto her husband, Henry Redmon, for life, then to her sister, Fuchsia Tucker, for her life, then to her brother, Odgry Hayes, for his life, and after the death of the three life tenants, unto the children of her brother, Odgry. Henry Redmon, also known as J. Henry Redmond, died on April 7, 1972; Fuchsia Tucker died on April 7, 1959; and Odgry Hayes died on December 7, 1967. The children of Odgry Hayes are Maryland Hayes, William L. Hayes, Marshall H. Hayes, Canavia Hayes, Sherman Hayes, Ann H. Hayes, Paul Odgry Hayes, and Proctor Hayes, all of whom are over 21 years of age and are living, and each of the children have 1/8 interest in said property.

Said real estate is not susceptible of partition and, in order to make division of said property, it is necessary that it be converted into cash through sale by a trustee. I find that the value of the real estate in question is $6,000.00 and it would be advantageous for all parties in interest for this property to be sold at private sale for a price of not less than said appraised value.

I recommend that Thomas F. Stansfield, Esquire, be appointed Trustee to sell said property to serve with bond.

Attached is recommended Decree.

Respectfully submitted,

Marker J. Lovell
Master

December 15, 1976

MILDRED HAYES, etals.,	:	NO. 13658 EQUITY
Plaintiffs	:	IN THE
vs.	:	CIRCUIT COURT
PROCTOR N. HAYES, and the unknown heirs of Edward Jackson and Beatrice Jackson,	:	FOR CARROLL COUNTY
Defendants	:	25/271

CERTIFICATION

I, Stanford Hoff, an attorney at law practicing at 43 N. Court Street, Westminster, Maryland, do hereby certify that I have personally made an examination of the indices of the Estate Dockets of Carroll County, in the Orphans' Court for said County, from 1936 to date, to determine whether there were any estates opened in the names of

BEVERLY HAYES
NETTIE HAYES, his wife,
FUCHSIA TUCKER
JOHN TUCKER, her husband,
REGINALD HAYES
DOROTHY HAYES, his wife

The only estate opened in any of the above names was that of JOHN THOMAS TUCKER, who died on June 5, 1964, intestate. George J. Howard was appointed Administrator of the estate. A First and Final Account was approved and passed by the Orphans' Court on February 1, 1965. The Account disclosed the following assets:

Personal Estate	$	997.95
Real Estate		3,300.00
Income to Estate		464.00
Total Estate	$	4,761.95

The Account further discloses that after the payment of all debts, costs, expenses, commissions and fees there was a balance of $1,106.36 which was disposed of as follows:

"Now paid to County Commissioners of Carroll County as provided by Section 152 of Article 93, there being no known relations within the fifth degree ----------$1,106.36"

I do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Certification are true and correct.

Dated this 1st day of March, 1976.

Stanford Hoff

Stanford Hoff

MILDRED HAYES, et al	:	No. 13658 Equity
Plaintiff	:	in the
vs	:	Circuit Court
PROCTOR N. HAYES, and the Unknown Heirs of Edward Jackson and Beatrice Jackson	:	for Carroll County
Defendants	:	

DECREE

The above-captioned matter having come on for hearing before the Master, and upon his Report and Recommendation dated the 15th day of December, 1976, which is hereby adopted as the finding and opinion of this Court, it is by the CIRCUIT COURT FOR CARROLL COUNTY, this 6th day of ~~December~~ January, 1977,

ADJUDGED, ORDERED and DECREED that Thomas F. Stansfield, Esquire, be appointed Trustee to sell the property described in these proceedings. Said Trustee shall administer his trusteeship pursuant to Subtitle BR. Sales--Judicial, of the Maryland Rules of Procedure; but before the said Thomas F. Stansfield, Esquire shall proceed to act as such Trustee, he shall give a corporate bond to the State of Maryland in the penalty of $6,000.00 with a surety or sureties to be approved by this Court, or the Clerk thereof, for the faithful discharge of his duties as such Trustee; and

It is further ADJUDGED, ORDERED and DECREED that said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to said Trustee as this Court shall deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Judge

RECEIVED IN CIRCUIT COURT

JAN 10 9 24 AM '77

CLERK

LIBER 92 PAGE 351

MILDRED HAYES et als	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
PROCTOR N. HAYES et als	:	CARROLL COUNTY
Defendants	:	EQUITY NO. 13658

MOTION

Comes now Thomas F. Stansfield, movant and Trustee in the above styled case, and moves that the Court pass an Order waiving the necessity of an appraisal required under Maryland Rule BR3(c). The ground for the motion is that the property was appraised during the course of these proceedings and that since the Decree passed in this cause states the amount that your movant is to obtain for the property and that any such appraisal is therefore unnecessary under the circumstances of this particular case.

Thomas F. Stansfield

JAN 11 3 35 PM '77

ORDER

Upon consideration of the foregoing motion, it is this 11th day of January, 1977, ORDERED by the Circuit Court for Carroll County that any appraisal required under Maryland Rule BR3(c) is hereby waived.

Judge

JAN 12 2 11 PM '77

MILDRED HAYES et als	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
PROCTOR N. HAYES et als	:	CARROLL COUNTY
Defendants	:	EQUITY NO. 13658

TRUSTEE'S REPORT OF PRIVATE SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Thomas F. Stansfield, Trustee, appointed by an Order of this Court passed in the above-captioned cause dated January 6, 1977 to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said Decree, your Trustee offered at private sale all that lot or parcel of land containing 113 perches of land, more or less, being the remaining land conveyed unto Edward Jackson and Beatrice Jackson, his wife, by deed of Joseph L. Englar and Clara M. Englar, his wife, dated April 27, 1926 and recorded among the Land Records of Carroll County in Liber E.M.M.Jr. No. 147, folio 167 unto Herbert S. Brooks and Dorothy V. Brooks, his wife, who have executed the affidavit attached hereto; that the terms of the sale are purchase price of $ 6000.00, settlement to occur as soon as possible after final ratification of the sale by the Circuit Court for Carroll County, taxes and public charges, if any, will be adjusted to day of sale and assumed thereafter by purchaser, cost of documentary stamps, county and state transfer taxes and all other settlement costs to be paid by purchaser.

That your Trustee made no provision in the terms for possession since the purchasers are now in possession of the property as tenants at will, and that your Trustee made no provision for a deposit on the purchase price because your Trustee has received a copy of a committment letter from the Farmer's and Mechanics National Bank, Union Bridge, Maryland, for a loan in

Filed Jan 19 1977

the full amount of the purchase price. That your Trustee feels that he has adaquately negotiated the terms of sale in the best interests of all parties to this matter.

Thomas F. Stansfield

Thomas F. Stansfield, Trustee
34 North Court Street
Westminster, Maryland 21157
848-1444

MILDRED HAYES et als	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
PROCTOR N. HAYES et als	:	CARROLL COUNTY
Defendants	:	EQUITY NO. 13658

AFFIDAVIT OF PURCHASERS

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 13 day of January, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County, personally appeared HERBERT S. BROOKS and DOROTHY V. BROOKS, his wife, the purchasers from the Trustee in this cause, and made oath in due form of law that they were the purchasers and purchased the same as principals and not as agents for anyone, and that they did not, nor did any person on behalf of said purchasers, directly or indirectly discourage anyone from offering the Trustee any price for the said real estate mentioned in these proceedings. They further affirmed that they understand that the terms of the sale are as follows: Purchase price of $ 6000.00, Settlement to occur as soon as possible after final ratification of the sale by the Circuit Court for Carroll County, Taxes and public charges, if any, will be adjusted to day of sale and assumed thereafter by purchaser, Cost of documentary stamps, County and State Transfer taxes and all other settlement costs to be paid by purchaser.

Witness my hand and Notarial Seal.

Notary Public

(SEAL)
Herbert S. Brooks

(SEAL)
Dorothy V. Brooks

PURCHASERS

LIBER 92 PAGE 355

MILDRED HAYES et als	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
PROCTOR N. HAYES et als	:	CARROLL COUNTY
Defendants	:	EQUITY NO. 13658

ORDER NISI

ORDERED, by the Circuit Court for Carroll County, sitting in Equity, this 19th day of January, 1977, that the sale made and reported by Thomas F. Stansfield, Trustee in the above captioned case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of Feb, 1977, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 9th day of Feb, 1977.

The report states the amount of sale to be $ 6000.00.

Charles C Conaway

JAN 19 11 02 AM '77

Publish Jan 25th, Feb 1st + 6th

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
EQUITY NO. 13658
MILDRED HAYES et als
Plaintiffs
vs.
PROCTOR N. HAYES et als
Defendants
ORDER NISI

ORDERED, by the Circuit Court for Carroll County, sitting in Equity, this 19th day of January, 1977, that the sale made and reported by Thomas F. Stansfield, Trustee in the above captioned case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of Feb., 1977, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 9th day of Feb., 1977.

The report states the amount of sale to be $6000.00.

Charles C. Conaway
True Test

No. 0300

LIBER 92 PAGE 356

Office of The Carroll County Times

Westminster, Md., 2/9 19 77

THIS IS TO CERTIFY that the annexed Order Nisi was published for three (3) successive weeks previous to the 9 day of February 19 77, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.

THE CARROLL COUNTY TIMES

Per C L Shippard

FILED-FEB. 14, 1977

LIBER 92 PAGE 357

MILDRED HAYES et als	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
PROCTOR N. HAYES et als	:	CARROLL COUNTY
Defendants	:	EQUITY 13658

FINAL ORDER OF RATIFICATION

Upon consideration of the Report of Sale, the Affidavit of Purchasers, and the Order Nisi filed in this cause, it is this 17th day of February, 1977, ORDERED, that the sale made by Thomas F. Stansfield, Trustee, to Herbert S. Brooks and Dorothy V. Brooks, his wife, be ratified and confirmed, no cause to the contrary having been show within the time specified in the Order Nisi and that the papers in this cause be referred to the Auditor.

E. A. Kent Jr.
Judge

RB

FEB 18 9 01 '77

RB

MILDRED HAYES, et als	I	No. 13658 Equity.
Plaintiffs	I	In the
vs.	I	Circuit Court
PROCTOR N. HAYES, et als	I	for
Defendants	I	Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated February 17, 1977, and filed in this cause, he has stated the within account.

He has charged the Trustee ---------- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Trustee his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the children of Odgry Hayes, deceased, the third life tenant under the Will of Beatrice Jackson.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

FILED
MAR 11 9 09 AM '77

In the matter of the real estate of the late Beatrice Jackson, late of Carroll County, Maryland, deceased, in account with Thomas F. Stansfield, Trustee.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on January 19, 1977	$ 6,000.00
Amount received as County and State real estate tax adj. for 1976/77 taxes	$ 66.89
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 6,066.89

C R E D I T

1. To Thomas F. Stansfield, Trustee, for commissions	$ 450.00		
2. To Isom B. Richardson, for appraising real estate	$ 125.00		
3. To The Carroll County Times, for advertising	$ 68.85		
4. To Seitz Insurance Agency, for premium on bond	$ 24.00		
5. To Thomas F. Stansfield, for reimbursement for certified copies, deeds, Will, marriage license, and death certificates	$ 13.50		
6. To The Carroll County Times, for Nisi on Sale	$ 17.00		
7. To Reese L. Starner, Register of Wills, for Inheritance Tax on appraised value and recording costs	$ 377.00		
8. To Thomas F. Stansfield, for attorney's fee as provided by Order of Court dated March 8, 1977	$ 750.00		
COURT COSTS AS TAXED BY THE CLERK:			
Law Library	$ 10.00		
Clerk	$ 40.00		
Master	$ 70.00		
Reporter	$ 20.00		
Clerk (Recording)	$ 105.00		
Auditor	$ 45.00		
Copy of Audit	$ 1.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's notices (9)	$ 1.35		
Filing vouchers (7)	$ 1.75	$ 306.60	$ 2,131.95
BALANCE			$ 3,934.94

BALANCE BROUGHT FORWARD ---------- $ 3,934.94

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To the children of Odgry Hayes, deceased, the third life tenant under the Will of Beatrice Jackson, he having departed this life on December 7, 1967; the first life tenant having departed this life on April 7, 1972, and the second life tenant having departed this life on April 7, 1959, as follows:

1. Unto Maryland Hayes, the one-eighth thereof	$ 491.87	
2. Unto William L. Hayes, the one-eighth thereof	$ 491.87	
3. Unto Marshall H. Hayes, the one-eighth thereof	$ 491.87	
4. Unto Sherman Hayes, the one-eighth thereof	$ 491.87	
5. Unto Canavia Hayes, the one-eighth thereof	$ 491.87	
6. Unto Ann H. Hayes, the one-eighth thereof	$ 491.87	
7. Unto Paul Odgry Hayes, the one-eighth thereof	$ 491.86	
8. Unto Proctor Hayes, the one-eighth thereof	$ 491.86	$ 3,934.94
TOTAL AMOUNT OF DISTRIBUTION	$3,934.94	$ - 0 -

LIBER 92 PAGE 361

MILDRED WATERS, et als Plaintiffs vs. HECTOR L. WATERS, et als Defendants		No. 13658 Equity. In the Circuit Court for Carroll County.

ORDERED, this 14TH day of March in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 29th day of March, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

FILED MARCH 14, 1977

ORDERED, this 31st day of MARCH, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceedings and exhibits~~ and the Trustee is ---------- hereby authorized to pay out the trust funds accordingly.

Charles C. Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

Audit Report

O-X

No. 14489 Docket 27 Folio 111

CIRCUIT COURT FOR CARROLL COUNTY

BOUREXIS

EX PARTE
IN THE MATTER OF THE PETITION OF
REBECCA LEA VAN GASEN
FOR CHANGE OF NAME

LIBER 92 PAGE 362

DATE	CLERK'S MEMORANDUM	NO.
3-1-77	Petition for change of name and correction of Birth Records fd. Same day Order of Publication fd. Copy mailed to Carroll County Times and copy delivered to Petitioners Atty.	
3-29-77	Printers Certificate of Order of Publication fd.	
4-19-77	Decree of Court, Ordered, Adjudged and Decreed that the name of Rebbecca Lea Van Gasen be changed to Rebecca Lea ellott fd.	Copy (2)
	of Decree delivered to Petitioners Atty.	

25X 32X 25X

LIBER 92 PAGE 362A

EX PARTE IN THE MATTER OF	:	IN THE
THE PETITION OF	:	CIRCUIT COURT
REBBECCA LEA VAN GASEN	:	FOR
FOR CHANGE OF NAME	:	CARROLL COUNTY
	:	Equity No. 14489

DECREE

Upon the foregoing Petition and Affidavit having been filed and Order of Publication having been published, and the proceeding read and considered, by the Circuit Court for Carroll County, sitting as a Court of Equity, it is this 19th day of April, 1977,

ORDERED, ADJUDGED and DECREED that the name of Rebbecca Lea Van Gasen be changed to REBECCA LEA MELLOTT; and it is further

ORDERED that the Petitioner pay the costs of these proceedings as taxed by the Clerk of this Court.

E.O. Weant, Jr.
E.O. WEANT, JR.
Associate Judge

Filed April 19, 1977

No. 14589 Docket 27 Folio 161

CIRCUIT COURT FOR CARROLL COUNTY

SWAM

IN THE MATTER OF
PEGGY LOU WACHTEL OTT
AS MOTHER OF
SHOWN MICHAEL PARRISH
FOR CHANGE OF NAME

LIBER 92 PAGE 363

DATE	CLERK'S MEMORANDUM	NO.
4-22-77	Petition for Change of name, Affidavit of Consent and Motion to Dispense with Publication fd.	
4-25-77	Order of Court granting Motion to Dispense with Publication fd. Copy delivered to Petitioners Atty.	
4-25-77	Order of Court that name of Shawn Michael Parrish be changed to Shawn Michael Ott, fd. Copy delivered to Petitioners Atty.	

IN THE MATTER OF	*	IN THE
PEGGY LOU WACHTEL OTT	*	CIRCUIT COURT
AS MOTHER OF	*	FOR CARROLL COUNTY
SHAWN MICHAEL PARRISH	*	WESTMINSTER, MARYLAND
FOR CHANGE OF NAME	*	EQUITY NO. 14589

* *

ORDER

Upon the foregoing Petition for Change of Name, the reasons therefore having been considered, it is this 25th day of April, 1977, by the Circuit Court for Carroll County, sitting as a Court in Equity, ORDERED that the name of SHAWN MICHAEL PARRISH, be and it is hereby changed to SHAWN MICHEAL OTT, and that the appropriate Public Records be amended to reflect said change of name.

E. A. Kent Jr.
- JUDGE -

RECEIVED IN
APR 25 1977

0-x

No. 14466 Docket 27 Folio 100

CIRCUIT COURT FOR CARROLL COUNTY

Clark

Ex Parte in the Matter of
the Petition of Sharon Lee Rothschild

LIBER 92 PAGE 365

DATE	CLERK'S MEMORANDUM	NO.
2-14-77	Petition for Change of Name and Exhibit A fd. Motion for Waiver of Notice of Publication fd.	
2-15-77	Order of Court of Notice by Posting fd. Copy of Order sent to be posted at Court House Door and copy mailed to Petitioner's Atty.	
2-16-77	Sheriff's return, "Copy of Order posted on Bulletin Board in Court House this 17 day of Feb 1977" fd.	
4-7-77	Copy of Divorce Decree from Circuit Court for Baltimore County fd.	
4-7-77	Decree of Court that name of Sharon Lee Rothschild be changed to that of S. Angel Rothschild, etc. fd. Copy mailed to Petitioner's Atty.	

EX PARTE:	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
THE PETITION OF		OF
SHARON LEE ROTHSCHILD	*	CARROLL COUNTY
	*	Equity Case No. 14466
		Docket: 27
	*	Folio: 100

* * * * *

DECREE: CHANGE OF NAME

Upon the consideration of the petition of Sharon Lee Rothschild for change of name, and affidavit thereto, and Order of Notice by Posting in the above-entitled cause; and no cause to the contrary having been shown;

IT IS THEREUPON, this 22nd day of April, 1977, by the Circuit Court of Carroll County, and by the Authority of this Court, Adjudged, Ordered and Decreed, that the n me of Sharon Lee Rothschild of Sykesville, State of Maryland, be and the same is hereby changed to that of S. Angel Rothschild as is prayed in said petition; and that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

E. Dale Hess Jr. JUDGE

I, CHARLES C. CONAWAY, Clerk of the Circuit Court of Carroll County, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court this _____ day of _____, 1977.

_____
Clerk of the Circuit Court
of Carroll County

FILED APR 22, 1977

0-X

No. 14607 Docket 27 Folio 120

CIRCUIT COURT FOR CARROLL COUNTY

P.P.

IN RE:
CHANGE OF NAME OF
PHILPH CARLTON SPRIGGS

LIBER 92 PAGE 367

DATE	CLERK'S MEMORANDUM	NO.
5-2-77	Petition for change of name fd.	
5-4-77	Order of Court waiving Publication fd. Copy mailed to the Petitioner.	
5-20-77	Order of Court that name of Philph Carlton Spriggs be changed to Phillip Carlton Spriggs, fd. Copy mailed to Petitioner.	

25X 32X 25X

LIBER 92 PAGE 368

IN THE CIRCUIT COURT FOR CAROLL COUNTY, MARYLAND

IN RE: CHANGE OF NAME OF
PHILPH CARLTON SPRIGGS
2144 Bowersox Road
New Windsor, Maryland 21776
Petitioner

Equity No. 14607

ORDER

Whereas: The petition for change of name of Philph Carlton Spriggs to Phillip Carlton Spriggs, having been read and considered, it is thereupon this 20th day of May, 1977, by the Circuit Court of Carroll County, Maryland, sitting in Equity,

ADJUDGED, ORDERED and DECREED that the change requested in the above captioned matter be and the same is hereby decreed.

E. D. Weant Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

MAY 20 11 03 AM '77

RWB
CLERK

O-X

No. 14300 EQUITY Docket 27 Folio 17

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:

DAVIS

EX PARTE

IN THE ~~MATTER OF~~

DELTON CLAY WARFIELD,

AN ADULT

No. 14300 Equity

No. 14300 Equity

LIBER 92 PAGE 369

DATE	CLERK'S MEMORANDUM
10-21-76	Petition for change of name and exhibit fd.
10-22-76	Order of Publication fd. Copy mailed to the Carroll Record for publication. Copy mailed to Petitioners Atty
4-27-77	Certification of Notice and Printers Certificate of Order of Publication fd.
5-4-77	Decree of Court, Ordered, Adjudged and Decreed that the name of Delton Clay Warfield be changed to Delton Clay Glass fd. Copy of Decree delivered to Petitioners Atty.

THE PAUL CO., BALTO., MD.

25X

32X

25X

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
DELTON CLAY WARFIELD,	*	FOR
an adult	*	CARROLL COUNTY Equity Cause No. 14300 Docket 27/ 17

* *

DECREE

UPON the Petition for Change of Name filed in this proceeding on October 21, 1976, an Order of Publication having been published in the Sykesville Herald for three successive weeks, no cause having been shown why a Decree as prayed should not be passed, and good cause appearing therefor, it is thereupon this 3rd day of ~~April~~ May, 1977, by the Circuit Court for Carroll County, sitting in Equity,

ORDERED, ADJUDGED AND DECREED, that the Petitioner's name be changed, and the same is hereby changed, from Delton Clay Warfield to Delton Clay Glass.

E. O. Weant, Jr.
E. O. WEANT, JR., Judge

Filed May 4, 1977

C-

No. 14356 Docket 22 Folio 45

CIRCUIT COURT FOR CARROLL COUNTY

HENESON

EX PARTE:
IN THE MATTER OF
EDWARD M. DANEHY, A MONOR, BY
NORMA JEAN PAULSEN
AND
EDWARD M. PAULSEN,
HIS PARENTS AND NEXT FRIENDS
AND
NORMA JEAN PAULSEN
AND
EDWARD M. PAULSEN, INDIVIDUALLY

LIBER 92 PAGE 371

DATE	CLERK'S MEMORANDUM	NO.
11-22-76	Petition for Declaratory Judgment, Consent and Exhibits fd.	Same day
	Decree of Court Adjudged, Ordered and Decreed that Edward M. Paulsen	
	is the natural and legal father of the minor, Edward M. Danehy and it	
	is further Ordered, that the name of Edward M. Danehy be and the same	
	is hereby changed to Edward M. Paulsen, Jr fd. Copy (3) of Decree	
	mailed to Petitioners Atty.	

25X 32X 25X

EX PARTE:	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
EDWARD M. DANEHY, A Minor, by NORMA JEAN PAULSEN AND EDWARD M. PAULSEN, His Parents and Next Friends	:	FOR
and	:	CARROLL COUNTY
NORMA JEAN PAULSEN and EDWARD MA. PAULSEN, Individually	:	IN EQUITY
Petitioners		

: : : : : : : : : : :

DECREE OF COURT

The Court having read and considered the foregoing Petition for Declaratory Judgment, and the Court having determined that no service of process need be issued by virtue of the attached Consent for Declaratory Judgment of Joseph B. Danehy, a hearing on said Petition being unnecessary and there being no reason to delay the entry of a final Decree,

It is this 22nd day of November, 1976, ADJUDGED, ORDERED AND DECREED that Edward M. Paulsen is the natural and legal father of the minor, Edward M. Danehy; and

It is FURTHER ORDERED, that the name of Edward M. Danehy be and the same is hereby changed to Edward M. Paulsen, Jr.; and

It is FURTHER ORDERED, that the State Department of Health and Mental Hygiene, Division of Vital Records, change the certificate of live birth, registered number 67 17028, indicating the born child's name to be Edward M. Paulsen, Jr., and Edward M. Paulsen to be the father of said child, and that a certified copy of this Decree be forwarded to said State Department of Health and Mental Hygiene, Division of Vital Records; and

It is FURTHER ORDERED, that the Petitioners pay the costs of these proceedings.

E. O. Weant Jr.
EDWARD O. WEANT, JR., Judge

Filed Nov 22, 1976

0-X

No. 14464 Equity Docket 27 Folio 99

CIRCUIT COURT FOR CARROLL COUNTY

King

Ex Parte in the Matter of
the Change of Name of
Patsy Evelyn Kathleen Hackler

LIBER 92 PAGE 373

DATE	CLERK'S MEMORANDUM	NO.
2-15-77	Petition for Change of Name fd.	
3-2-77	Motion for Waiver of Notice of Publication fd.	
3-9-77	Order of Court waiving publication fd. Copy mailed to Petitioners Atty	
3-15-77	Order of Court of notice by posting fd. Copy delivered to Sheriff for posting in Court House.	
3-18-77	Sheriff's return, "Copy of Bill of Complaint and Order, Posted on Bulletin Board in Court this 17 day of Mar 1977" fd.	
5-27-77	Order of Court that the name of Patsy Evelyn Kathleen Matthews be and it is hereby, changed to Patty Kathleen Matthews fd. Copy of Order mailed to Petitioners Atty.	

LIBER 92 PAGE 374

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR CARROLL COUNTY
THE CHANGE OF NAME OF	:	IN EQUITY
PATSY EVELYN KATHLEEN HACKLER	:	Docket 27 Folio 99 Case No. 14464
	:	

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

ORDER

The Petition and Order for Change of Name, in the above entitled case, having been read and considered, it is, this 27th day of May 1977, by the Circuit Court for Carroll County, ORDERED, that the name of Patsy Evelyn Kathleen Matthews, be, and it is hereby, changed from Patsy Evelyn Kathleen Matthews, of Carroll County, in the State of Maryland, to Patty Kathleen Matthews, as is prayed in said petition.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL COUNTY MAY 27 3 43 PM '77

25X 10 32X 10 25X 10

a-x

No. 14435 Docket 27 Folio 84

CIRCUIT COURT FOR CARROLL COUNTY

HEYMAN
C & D

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

VS

H. H. PATTON, INC.
AND
HOWARD H. PATTON
AND
NELL PATTON

LIBER 92 PAGE 375

DATE	CLERK'S MEMORANDUM	NO.
1-27-77	Petition for Foreclosure, Military Affidavit, Statement of Mortgage Claim and Original Mortgage fd. Same day Decree of Court appointing Bernard Dackman, Trustee and setting Bond fd.	
2-28-77	Trustees partial Bond approved and filed.	
~~3-7-77~~	~~Purchasers Affidavit, Report of Sale, Affidavits (2) fd.~~	
3-7-77	Trustees Additional Bond approved and filed	
~~3-15-77~~	~~Order Nisi of publication of sale fd. Copy of Order delivered to~~ Carroll County Times for publication and mailed to Atty.	
~~4-27-77~~	~~Printers Certificate of Publication of Order Nisi on Sale fd.~~ Order of Court Ratifying Sale fd. Record of Proceedings delivered ~~to Tuditor.~~	
5-4-77	Petition of Park Land Corp for allowance of claim of second Mortgage fd. Order of Court granting Petition fd.	
5-12-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	
6-7-77	Order finally ratifying Audit fd.	

LIBER 92 PAGE 376

PETITION FOR FORECLOSURE

Key Federal Savings and Loan Association 8601 Liberty Road Randallstown, Maryland 21133 vs. H. H. Patton, Inc. Howard H. Patton and Nell Patton, P. O. Box 182 Randallstown, Maryland 21133	IN THE CIRCUIT COURT OF CARROLL COUNTY IN EQUITY 14435

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plantiff respectfully represents

That on the 31st day of December, 1975, the defendants executed and delivered to Key Federal Savings and Loan Association, a mortgage upon real property in the County of Carroll, therein described, to secure the payment of the mortgage debt of $16,800.00, and interest as therein mentioned, wherein said mortgagors and guarantors assented to the passage of a decree for the sale of said mortgage property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. And whereas Mortgagor and guarantors have defaulted under the covenants and conditions contained in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

COHEN AND DACKMAN, ATTYS.

By: Gordon B. Heyman

Gordon B. Heyman
2221 Maryland Avenue
Baltimore, Maryland 21218
366-1710

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.

JAN 27 9 00 AM '77

C. L. Kelly
CLERK

LIBER 92 PAGE 377

MILITARY AFFIDAVIT UNDER SOLDIER" AND SOLDIER" CIVIL RELIEF
ACT OF 1940 AND AMENDMENTS THERETO OF OCTOBER 6, 1942

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION 8601 LIBERTY ROAD, RANDALLSTOWN, MARYLAND 21133 MORTGAGEE	No._____EQUITY
vs.	IN THE CIRCUIT COURT FOR CARROLL COUNTY MARYLAND
H. H. Patton, Inc. Howard H. Patton and Nell Patton, his wife P. O. Box 182 Randallstown, Maryland 21133	

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Philip Glazer, President of Key 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 and belief and information:

(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 order to report for induction under the Selective Service and Training Act of 1940 as amended.

(4) Said defendants are notmembers of the Enlisted Reserve Corps who have been order to report for military service.

KEY FEDERAL SAVINGS AND LOAN ASSN.

BY: _____
Philip Glazer, President

Subscribed and sworn to before me
this 20 day of January , 1977

_____
Barbara Jean Grannan, Notary Public

LIBER 92 PAGE 378

Key Federal Savings and Loan Association 8601 Liberty Rd., Randallstown, Md. 21133 Mortgagee vs. H. H. Patton, Inc. Howard H. Patton and Neil Patton, his wife P. O. Box 182 Randallstown, Maryland 21133	NO. 14435 EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY, IN EQUITY

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of Key Federal Savings and Loan Association, under a mortgage from H. H. Patton, Inc., Howard H. Patton and Neil Patton, his wife, dated December 31, 1975 and recorded among the Land Records of Carroll County in Liber CCC 615 folio 480 in the amount of Sixteen Thousand Eight Hundred Dollars ($16,800.00).

Unpaid Principal Balance	$16,800.00
Interest to 1/20/77	232.65
Total Due 1/20/77	17,032.65

Add interest of $4.58 **per day after** January 20, 1977.

KEY FEDERAL SAVINGS AND LOAN ASSN.

BY: _____
Philip Glazer, President

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20 **day of** January **, 1977 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Philip Glazer, President of Key Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true statement of account of the amount remaining due on the mortgage claim described above, and that they have not received any security or satisfaction thereof.**

WITNESS my hand and notarial seal.

_____
Barbara Jean Granman, Notary Public

My commission expires:
7/1/78

LIBER 615 PAGE 480
LIBER 92 PAGE 379

FEB -9-76 * 28774 *****11.50
FEB -9-76 A 28774 *****11.50

INDIVIDUAL & CORPORATE
City and County Form — Construction

This Mortgage, made this 31st day of December, in the year one thousand, nine hundred and seventy-five, between H.H. Patton Inc., a body corporate of the State of Maryland; Howard H. Patton and Neil Patton, his wife,

xx Mortgagor, and the KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated and existing under the laws of the United States of America, Mortgagee:

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Sixteen Thousand Eight Hundred and no/100 --($16,800.00)------------------------------ Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest at the rate of 9 3/4 % per annum from the date hereof for the period of construction not to exceed 12 months and 0 days payable commencing on the first day of ______ 19___, and thereafter at the rate of ______% per annum in the manner following: By the payment of interest only on the 1st day of each month on the total monies advanced; and then by the repayment

By the payment of the whole principal sum 1 year from the date hereof ~~xxxxx~~,

~~xxxxxxxxxxxxxxxxxxxxx , 19 , and continuing on the first day of each month there-~~

~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx month,~~

~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx of interest;~~

~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ✓

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 the lot(s) of ground situate and lying in 14th elct. dist., Carroll County in said State, and described as follows:

BEING KNOWN AND DESIGNATED as Lot no. 31 as shown on a Plat entitled, Plat Two Section Two, Candlewicke, which Plat is recorded among the Land Records of Carroll County in Plat Book 13, folio 9.

BEING the same lot of ground which by Deed of even date herewith was recorded or intended to be recorded, among the Land Records of Carroll County immediately prior hereto was granted and conveyed by Park Land Corp., unto the Mortgagor herein.

The aforesaid Howard H. Patton and Neil Patton, his wife, join in the execution hereof for the purpose of guaranteeing to the Mortgagee the prompt and faithful performance by Mortgagor of the terms and conditions contained herein, including but not limited to the obligation to repay the indebtedness hereunder. Said guarantee to be primary and not secondary, to be joint and several and Mortgagee may proceed against Guarantor without first proceeding against Mortgagor. The liabilty of said guarantors to be binding on the heirs, personal representatives and assigns of the said guarantor.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successsors and assigns, ~~for the term of one year from the date hereof which is the date hereof payable on demand~~ IN FEE SIMPLE

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

And the said Mortgagor, for itself, himself, its, his heirs, personal representatives, successors 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, its, his heirs, personal representatives, successors and assigns, so to do, the Mortgagee, it successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, its, his heirs, personal representatives, successors and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a late charge not to exceed 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 may be charged on that part of the aggregate amount of all prepayments made in any twleve 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, its, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Irwin R. Cohen, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Five Hundred Dollars 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 therebe), to the said Mortgagor, its, his heirs, personal representatives, successors or assigns, or to whomever may be entitled to the same. Half of such commission, 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 the sale thereof.

The said Mortgagor covenants that it, 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 corporate seal of the said Mortgagor and the signature of its vice president.

WITNESS the hand and seal of said Mortgagor-Guarantor.

H.H. Patton Inc.

WITNESS:

H H Patton Jr (SEAL)

Howard H. Patton Jr (SEAL)
Howard H. Patton, President

Howard H. Patton (SEAL)
Howard H. Patton

Neil J. Patton (SEAL)
Neil J. Patton

Barbara Jean Grannan

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I hereby certify that on this 31st day of December 1975 before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard H. Patton as President of H.H. Patton Inc. and Howard H. Patton and Neil J. Patton as Indv. personally known to me to be the above named mortgagers, and they acknowledged the aforegoing mortgage to be their act and deed.

At the same time also personally appeared Bernard Dackman, Agent of Key Federal Savings and Loan Association, the party secured by said mortgage, and made oath in due form of Law that the consideration recited in the Mortgage is true and bonafied as therein set forth; and further that the amount of the loan, which said Mortgage has been given to secure, was paid over and disbursed by the party secured by the Mortgage, to either the borrowers or to the party responsible for disbursement of the funds in the closing transaction or their representative agent at no time later than the final and complete execution of the Mortgage, and further that he is the duly authorized agent of Key Federal Savings and Loan Association and has authority to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Barbara Jean Grannan, Notary

My commission expires July 1, 1976

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.

REC'D. FOR RECORD Feb. 9 1976 AT 1:48 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK

Bernard Dackman, Attorney

LIBER 92 PAGE 382

DECREE FOR SALE OF MORTGAGE PREMISES

Key Federal Savings and
Loan Association
8601 Liberty Road
Randallstown, Maryland 21133

vs.

H. H. Patton, Inc.
Howard H. Patton and Nell
Patton, his wife
P. O. Box 182
Randallstown, Maryland 21133

DOCKET 27 FOLIO 84

CASE NUMBER 14435
Filed:
FILEDED:
IN THE CIRCUIT COURT FOR
CARROLL COUNTY,

Jan TERM, 1977

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 27th day of January, in the year nineteen hundred and Seventy-Seven by the Circuit Court for Carroll County ADJUDGED, ORDERED AND DECREED, that the Mortgage property in the proceedings mentioned be sold, at or after any of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Bernard Dackman 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 Sixty 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 complied with the following Maryland Rules; Md. Rule W74 a 2 (b) Notice by Registered Mail to Mortgagor at Mortgagors last known address a notice of the time, place and terms of sale. The notice to be sent not earlier than 20 days and not later than 5 days before the date of the sale. And also having given notice at least once in each week for three consecutive weeks, the first publication to be not more than one week prior to sale by advertisement, inserted in such daily newspaper or newspapers published in the County of Carroll, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of ten percent (10%) 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 particular account of his proceedings relative to the sale; and with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, successors or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them, and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust; provided, that before the sale herein decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Approximate value of property $ 60,000.00

E. A. Weant Jr.
Judge

RB

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.

JAN 27 10 13 AM '77

C. L. Kelly
CLERK

LIBER 92 PAGE 383

REPORT OF SALE

Key Federal Savings and Loan Assn. 8601 Liberty Road Randallstown, Maryland 21133	.	In the CIRCUIT COURT FOR IN EQUITY CARROLL COUNTY
vs.	.	
H. H. Patton, Inc. Howard H. Patton and Nell Patton, his wife P. O. Box 182 Randallstown, Maryland 21133	.	CASE NUMBER 14435 Docket 27 Folio 84

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR

The Report of Sale of Bernard Dackman, 2221 Maryland Avenue, Baltimore, Maryland, 21218, Trustee appointed by the decree in the above entitled cause to make sale of certain real 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 advertisement inserted in the Carroll County Times , a newspaper published in Carroll County , for more than three successive weeks preceding the day of sale, and also having given notice to Mortgagors and Guarantors by certified mail not earlier than 20 days nor less than 5 days before the date of sale, of the time, place, manner and terms of sale, said Trustee did pursuant to said notice on Monday, February 28, 1977 at 2:00 P.M, attend on the premises and then and there sold Lot 31 as shown on a Plat entitled Plat Two, Section Two, Candlewicke, which plat is recorded among the land records of Carroll County in Plat Book 13 folio 9, to Anthony Joseph Rybikowsky, Jr. and Judy Rybikowsky, 327 Cherry Chapel Road, Reisterstown, Maryland 21136 Maryland, at and for the sum of $89,500.00 , it being the highest bid received thereon.

Bernard Dackman, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT..

I HEREBY CERTIFY that on this 3rd day of MARCH , 1977 , before, me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Bernard Dackman, 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.

Barbara Jean Grannan, Notary Public

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.

MAR 7 9 41 AM '77

C L Kelly
CLERK

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, County OF BALTIMORE:

I HEREBY CERTIFY, That on this 28th day of February, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid personally appeared Anthony Joseph Rybikowsky, Jr. and Judy Rybikowsky, purchaser at the Trustee's sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal/~~agent for~~ and that he has not directly or indirectly discouraged anyone from bidding for the said real property mentioned in the Report of Sale.

Anthony Joseph Rybikowsky Jr.

Judy Rybikowsky (SEAL)
PURCHASER

William Z. Fox
NOTARY PUBLIC
William Z. Fox

WILLIAM Z. FOX NOTARY PUBLIC BALTIMORE CO., MD.

RECEIVED IN CIRCUIT COURT BALTIMORE CO. MAR 7 9 38 AM '77

CLERK

LIBER 92 PAGE 385

Michael Fox Auctioneers, inc.

Suite 1915 • Charles Center South • 301 / 332-1333
36 South Charles Street • Baltimore, Maryland 21201

REPORT OF SALE

PROPERTY: Lot No. 31 Candle Court-Candlewicke
Carroll County, Maryland

BUYER(S): Anthony Joseph Rybikowsky, Jr.
Judy Rybikowsky

ADDRESS: 327 Cherry Chapel Road
Reisterstown, Maryland 21136

PHONE: Home: 833-5225
Bus: 889-6126

AMOUNT OF SALE: $89,500.00

DEPOSIT: $ 8,950.00

DATE OF SALE: Monday, February 28, 1977

Respectfully submitted,

MICHAEL FOX AUCTIONEERS, INC.

By William Z. Fox
William Z. Fox
Auctioneer

RECEIVED IN CIRCUIT COURT CARROLL COUNTY
MAR 7 9 31 AM '77
C. P. Kelly
CLERK

25X 10 32X 10 25X 11

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	No. 14435 EQUITY
vs.	*	IN THE CIRCUIT COURT
H. H. PATTON, INC., HOWARD H. PATTON and NELL PATTON, his wife	*	FOR CARROLL COUNTY

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

ORDER NISI

ORDERED by the Circuit Court for Carroll County, this 15 th day of March, 1977, that the sale made and reported by Bernard Dackman, Trustee, for the sale of the property described in the proceedings in the above entitled cause be and ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of April, 1977.

PROVIDED a copy of this order be inserted in some newspaper printed and published in Carroll County, once in each of three successive weeks before the 31st day of ~~April~~ March, 1977.

The report of sale states the amount of sale to be: $89,500.00

Charles C. Conaway
Charles C. Conaway
Clerk of the Court

RECORDED
CLERK'S OFFICE
MAR 15 10 ° 44 '77
A P Kelly
CLERK

LIBER 92 PAGE 387

No. 14435 EQUITY
IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
KEY FEDERAL SAVINGS AND
LOAN ASSOCIATION
vs.
H.H. PATTON, INC.,
HOWARD H. PATTON and
NELL PATTON, his wife
ORDER NISI

ORDERED by the Circuit Court for Carroll County, this 15th day of March, 1977, that the sale made and reported by Bernard Dackman, Trustee, for the sale of the peoperty described in the proceedings in the above entitled cause be and ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of April, 1977.

PROVIDED a copy of this order be inserted in some newspaper printed and published in Carroll County once in each of three successive weeks before the 31st day of March, 1977.

The report of sale states the amojnt of sale to be: $89,500.00

Charles C. Conaway
Clerk of the Court
True Test

No. 0390

Office of The Carroll County Times

Westminster, Md. April 7 *19* 77

THIS IS TO CERTIFY that the annexed equity 14435

was published for 3 *successive weeks previous to the* 31

day of March *19* 77, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Barbara Corbett

✓

Key Federal Savings and Loan Association 8601 Liberty Road Randallstown, Maryland 21133 (Plaintiff)	Number 14435 Equity Docket 27 folio 84
vs.	In the Circuit Court for Carroll County
H. H. Patton, Inc., Howard H. Patton and Nell Patton, his wife (Defendants)	

ORDER OF RATIFICATION OF SALE

It is ordered, this 27th day of April, 1977, by the Circuit Court for Carroll County, in Equity, that the sale of the real estate mentioned in these proceedings, made and reported by Bernard Dackman, Trustee, to Anthony Joseph Rybikowsky, Jr. and Judy Rybikowsky, his wife, be and the same is hereby finally ratified and confirmed, no cause to the contray thereto having been shown although due notice has been given in accordance with the preceding Order Nisi passed in said cause.

And this cause is hereby referred to the Auditor of this Court to state an account of the trust fund, allowing therein to the Trustee the commissions allowable under the mortgage, and such other costs, fees and expenses of the said Trustee, as he shall produce satisfactory vouchers therefor.

E. A. Wentz Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

APR 27 3 49 PM '77

L W Shipley
CLERK

LIBER 92 PAGE 389

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION vs. H. H. PATTON, INC., and HOWARD H. PATTON and NELL PATTON		No. 14435 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated April 27, 1977, **and filed in this cause, he has stated the within account.**

He has charged the Trustee ----------**with all the money in** his **hands as shown by the proceedings had in this cause and he has allowed the** Trustee his ---------- **commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.**

The funds available for distribution have been distributed to the Key Federal Savings & Loan Association, a body corporate, in full liquidation of its mortgage claim; the Park Land Corp., a body corporate, in full liquidation of its mortgage claim; and the***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Fitzhugh
Auditor

*** balance thereof unto H. H. Patton, Inc., and Howard H. Patton and Nell Patton, his wife, Mortgagors.

RECEIVED
CIRCUIT COURT
CARROLL CO. MD.
MAY 12 9 05 AM '77
C. P. Kelly
CLERK

The mortgaged real estate of H. H. Patton, Inc.; Howard H. Patton and Nell Patton, his wife, in account with Bernard Dackman, Trustee.

DEBIT

Amount received from sale of real estate as shown by Report of Sale filed on March 7, 1977	$ 89,500.00
Amount received as interest on balance of purchase price	$ 609.09
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 90,109.09

CREDIT

1. To Bernard Dackman, Trustee, his commissions		$ 3,895.00	
2. To Keiser and Keiser, Inc., for premium on $60,000.00 bond		$ 240.00	
3. To Keiser and Keiser, Inc., for premium on $29,500.00 bond		$ 118.00	
4. To Carroll County Times, for advertising sale		$ 76.95	
5. To Michael Fox Auctioneers, Inc., for auctioneering sale		$ 1,975.00	
6. To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale		$ 17.00	
7. To Tax Collector of Carroll County, for tax adj. for period 7/1/76 to 2/28/77		$ 157.65	
8. To Bernard Dackman, for attorney's fee as provided in mortgage		$ 500.00	
COURT COSTS AS TAXED BY THE CLERK:			
Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (Recording)	$ 45.00		
Auditor	$ 80.00		
Copy of Audit	$ 1.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices (4)	$ .60		
Filing Vouchers (6)	$ 1.50	$ 190.60	$ 7,170.20
BALANCE FOR DISTRIBUTION			$ 82,938.89

BALANCE BROUGHT FORWARDED ---------- $ 82,938.89

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Key Federal Savings and Loan Association, a body corporate, its mortgage claim filed on January 27, 1977 ----------	$ 17,032.65	
Interest from 1/20/77 to date of ratification of audit ---------	$ 577.85	$ 17,610.50

BALANCE ---------- $ 65,328.39

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Park Land Corp., a body corporate, its mortgage claim filed on May 4, 1977, in these proceedings and per Order of Court dated May 4, 1977 ----------	$ 12,806.67	
Interest from May 1, 1977, to date of ratification of audit ----	$ 84.78	$ 12,891.45

BALANCE ---------- $ 52,436.94

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: H. H. Patton, Inc., Howard H. Patton and Nell Patton, his wife, Mortgagors, the above balance ---------- $ 52,436.94

BALANCE ---------- $ - 0 -

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	I	**No.** 14435 **Equity.**
vs.	I	**In the**
H. H. PATTON, INC., and HOWARD H. PATTON and NELL PATTON	I	**Circuit Court**
	I	**for**
	I	**Carroll County.**

ORDERED, this 12th **day of** May **in the year Nineteen Hundred and** ~~Sixty~~ Seventy-Seven **, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the** 27th **day of** May, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 7th **day of** June **, in the year Nineteen Hundred and** ~~Sixty~~ Seventy-Seven **, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given** ~~as shown by the preceding order nisi~~ **and the** Trustee is ---------------------**hereby authorized to pay out the trust funds accordingly.**

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 7 10 45 AM '77
C. L. Billy
CLERK

0-x

No. 14592 Docket 27 Folio 163

CIRCUIT COURT FOR CARROLL COUNTY

THOMPSON

IN THE MATTER OF THE
CHANGE OF NAME OF
JAMES MELVIN HOY, III
EX PARTE

LIBER 92 PAGE 393

DATE	CLERK'S MEMORANDUM	NO.
4-25-77	Petition for change of name fd.	
4-25-77	Order of Publication fd. Same day copy mailed to Carroll County Times and copy mailed to the Atty.	
6-6-77	Printers Certificate of Order Nisi of Publication fd.	
6-14-77	Affidavit fd.	
6-15-77	Decree of Court, Adjudged, Ordered and Decreed that the name of James Melvin Hoy, III be and the same is hereby changed to that of James Melvin Zinkand fd. Copy of Decree (2) mailed to Petitioners Atty.	

IN THE MATTER OF	*	IN THE
THE CHANGE OF NAME OF	*	CIRCUIT COURT
JAMES MELVIN HOY, III	*	FOR
EX PARTE	*	CARROLL COUNTY
	*	In Equity
	*	14592/1977

* *

DECREE: CHANGE OF NAME

Upon the consideration of the Petition of James Melvin Hoy, III, for change of name, and the Certificate of Publication of the Order of Publication in the above entitled cause, and no cause to the contrary having been shown,

IT IS THEREUPON, this 14th day of June, 1977 by the Circuit Court for Carroll County, and by the authority of this Court, Adjudged, Ordered and Decreed, that the name of James Melvin Hoy, III, of Carroll County, be and the same is hereby changed to that of James Melvin Zinkand as prayed in said Petition; and the Petitioner to pay the cost of these proceedings, to be taxed by the clerk.

E. Phillips Dr.
JUDGE

LAW OFFICES
ARNOLD, BEAUCHEMIN
& HUBER, P.A.
807 W. R GRACE BLDG
BALTIMORE, MD
21202
837-0815

RWS
RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
JUN 15 9 22 AM '77
C. L. Kelly
CLERK

O-X

No. 14460 Equity Docket 27 Folio 97

CIRCUIT COURT FOR CARROLL COUNTY

Stansfield

Thomas F. Stansfield,
Assignee of Mortgagees

vs

John P. Donofrio and
Betty E. Donofrio, his wife

LIBER 92 PAGE 395

DATE	CLERK'S MEMORANDUM	NO.
2-14-77	Order to Docket Case, Purchase Money Mortgage, Assignment, Statement of Mortgage Claim, Certification of Value and Assignees Bond approved and filed.	
4-18-77	Plaiitiffs Report of Sale, Affidavit of Purchaser and Order Nisi of Publication fd. ~~Copy of Order Nisi returned to Pltffs Atty for~~ publication.	
4-19-77	~~Printers Certificate of Assignee's Sale.~~	
4-20-77	Petition of Equitable Credit Corp Claiming Surplus Proceeds from Foreclosure Sale of Real Estate fd. Order of Court granting Petition fd. Copy mailed to Petitioner's Atty.	
5-18-77	Printers Certificate of Publication of Order Nisi on Sale fd.	
5-18-77	Mortgagees Petition and Affidavit for prior Distribution fd.	
5-19-77	Order of Court granting Petition and Ratifying Sale fd. ~~Order~~ Copy of Order mailed to Plaintiff's Atty and to Defendants. Record of ~~Proceedings delivered to Auditor.~~	
6-5-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	
6-22-77	Order finally ratifying Audit fd.	

THOMAS F. STANSFIELD	:	
Assignee of Mortgagees	:	IN THE
vs.	:	CIRCUIT COURT
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	EQUITY 14460 27/97

ORDER TO DOCKET CASE

CHARLES C. CONAWAY, CLERK:

Please docket the above entitled case and file the following:

1. Mortgage from John P. Donofrio and Betty E. Donofrio, his wife, to Charles E. Liebno, Martha M. Liebno and Richard Edward Liebno, dated April 28, 1976 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 623, folio 97, etc., together with assignment to Thomas F. Stansfield dated February 5, 1977.

2. Statement of Mortgage Claim.

3. Certification of Value.

4. Bond of Assignee of Mortgagees.

Thomas F. Stansfield
34 North Court Street
Westminster, Maryland 21157
848-1444
Assignee of Mortgagees

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.

FEB 14 12 51 PM '77

Charles C Conaway
CLERK

LIBER 623 PAGE 97
LIBER 92 PAGE 397

MORTGAGE

APR 29-76 * 24912 *****12.50
APR 29-76 A 24912 *****12.50

THIS PURCHASE MONEY MORTGAGE, made this 28th day of April in the year nineteen hundred and seventy-six, by and between JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife, of Carroll County in the State of Maryland, ----------

hereinafter termed "Mortgagor," and CHARLES E. LIEBNO and MARTHA M. LIEBNO, his wife, and RICHARD EDWARD LIEBNO, all of Carroll County in the State of Maryland, --

hereinafter termed "Mortgagee".

WHEREAS, the Mortgagors are justly indebted unto the Mortgagees in the full sum of FORTY FIVE THOUSAND DOLLARS ($45,000.00), together with interest to accrue thereon, or on so much thereof as may from time to time remain unpaid, at the rate of nine per cent (9%) per annum, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagees their joint and several promissory note of even date herewith which principal sum and interest the said Mortgagors hereby covenant and agree to pay unto the said Mortgagees in One hundred eighty (180) consecutive monthly installments of FOUR HUNDRED FIFTY SIX DOLLARS AND FORTY FOUR CENTS ($456.44) each, payable on the 28th day of each and every month, commencing on the 28th day of May, 1976, to and including the 28th day of April, 1991, each installment when paid to be applied first to the payment of interest accrued on the unpaid principal sum and second, the residue thereof to the principal; and WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest and of any renewals or extensions thereof should be secured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar ($1.00) the said John P. Donofrio and Betty E. Donofrio, his wife, Mortgagors, do grant and convey unto the said Charles E. Liebno and Martha M. Liebno, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, and as joint tenants and not as tenants in common with Richard Edward Liebno, and unto the survivor of them, their assigns, and unto the last survivor of them, his or her heirs and assigns, in fee simple, all that lot or parcel of land, containing 3.003 acres of land, more or less, situate, lying and being on the northwest side of the Deer Park Road in the Fourth Election District of Carroll County, Maryland, which said lot is known and designated as Tract "C" on a Plat of Section 2 of "Knoll View Acres" of record among the Land Records of Carroll County in Plat Book No. 15, Folio 19; and BEING ALL that same lot or parcel of land which, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Carroll County immediately prior hereto, was granted and conveyed by the within Mortgagees, unto the within Mortgagors.

BEING ALSO A PART of all that tract or parcel of land described in a Deed of Phyllis E. Schneider, dated November 3, 1961, and recorded among the Land Records of Carroll County in Liber No. 340, Folio 534, etc.; SUBJECT, HOWEVER, to the set-back lines, drainage and utility easements, access easements and notations set forth on the aforementioned Plat of Section 2 of "Knoll View Acres".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, growing crops sown on said premises during the existence of this Mortgage, water, water rights, and watersteads, and any other privileges and advantages thereto belonging or in anywise appertaining, and all fixtures now or thereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage.

TO HAVE AND TO HOLD the aforesaid parcel (s) of land, with the improvements and appurtenances aforesaid, unto and to the proper use and benefit of said Mortgagee, and said Mortgagee's heirs, successors and assigns, forever in fee simple.

PROVIDED, however, if said Mortgagor shall make or cause to be made each and every payment of principal and interest as herein provided, and all other charges covered hereby, and shall perform and comply with the covenants and conditions herein mentioned to be made and done by Mortgagee, THEN THIS MORTGAGE SHALL BE NULL AND VOID.

THE PRIVILEGE is reserved to Mortgagor to pay this debt in whole or in part at any time or times prior to maturity, without penalty or premium, payments as aforesaid to be applied to the reduction of said principal sum, and interest to be charged thereafter only on the unpaid balance.

THIS MORTGAGE shall also secure future advances as provided in Section 7-102 of Chapter 12 of the Laws of Maryland, 1974, with all additions or amendments thereto, and any other provisions of the Laws of Maryland now existing or hereafter enacted.

BUT UPON ANY DEFAULT being made in the payment of the Mortgage Debt, the payment of any total monthly payment, or the payment of the other charges covered hereby, in whole or in part, when due, or upon any default being made in any other 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 Mortgagee, interest thereafter to be charged at the maximum legal rate, and any failure on the part of Mortgagee to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

AND MORTGAGOR hereby covenants with MORTGAGEE as follows:
(1) To repay the indebtedness, together with interest, as herein provided;

(2) To keep the improvements, if any, on the premises insured against loss by fire, windstorm and such other hazards as may be required by Mortgagee for Mortgagee's benefit in some company acceptable to Mortgagee to the extent necessary to protect Mortgagee's lien thereon and to deliver the policy and renewal receipts to Mortgagee. In event of loss, Mortgagor will immediately give notice by mail to 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 to the order of Mortgagee only, instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option to the reduction of the principal balance of the debt secured hereby without regard to monthly payment, or the payment of interest and property expenses, or to the restoration or repair of the damaged property, and any one or more of the preceding alternatives may be elected by Mortgagee in such order as Mortgagee may determine.

(3) To pay all ground rent, water rent, condominium charges and expenses, 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) for which the property hereby mortgaged may become liable when payable.

(4) That, upon default by Mortgagor of payment of all or any taxes, charges, and assessments which may be imposed by law upon the mortgaged premises or any part thereof; or 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 tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid Mortgagor shall repay to Mortgagee, 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 Mortgagee so elects, become due and payable forthwith.

(5) To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, including (without prior written approval of Mortgagee) the cutting of timber or the removal of sod, and upon the failure of Mortgagor to maintain improvements on said property in good condition or repair, Mortgagee may demand the immediate repair of said improvements, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of Mortgagor to comply with said demand of Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and Mortgagee may institute proceedings to foreclose this Mortgage.

(6) That should Mortgagor be declared bankrupt or insolvent, or should the title to the within mortgaged property be acquired by any person or corporation other than Mortgagor, by voluntary or involuntary grant or assignment, or by operation of law of, or in any other manner, except by descent, devise or inheritance, without the written consent of Mortgagee, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of Mortgagee.

(7) That a late charge of Two Dollars ($2.00) or one-twentieth (1-20) of the total amount of any delinquent or late periodic installment of delinquent principal or interest, whichever is greater, at Mortgagee's election, may be made after any delinquency over 15 days.

(8) That Mortgagee may collect and receive all awards hereafter made by any government or governmental authority for a taking of any interest in the mortgaged premises or for changing the grade of any public way so as to affect said premises, and all such awards are hereby assigned to Mortgagee; that, at Mortgagee's option, the whole or any part of the proceeds of such awards may be applied to the payment of principal and interest secured hereby, whether then due or not, in such order and amounts as Mortgagee may determine, or be used to discharge in whole or in part any one or more of the covenants, or agreements of this mortgage, or be released to Mortgagor, and any one or more of the preceding alternatives may be elected by Mortgagee in such order as Mortgagee may determine.

AND IT IS UNDERSTOOD AND AGREED that, until default is made, Mortgagor may retain possession of the hereby mortgaged property.

LIBER 92 PAGE 399

LIBER 623 PAGE 99

AND MORTGAGOR, in accordance with the provisions of the Real Property Article of the Code of Public General Laws of the State of Maryland, Maryland Rules of Procedure, and all Local Rules of Court applicable thereto, or any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby: (1) 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); (2) authorize Mortgagee, its assigns, or WILLIAM B. DULANY and-or JAMES WILLARD DAVIS, or duly authorized attorneys of Mortgagee, 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 notice required by law of the time place, manner and terms of sale in some newspaper published in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: FIRST, to the payment of all expenses incident to said sale, including a counsel fee of $500.00 for conducting the proceedings, if without contest; but if legal services be rendered to the Trustee appointed by such Decree, or the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; SECOND, to the payment of all claims of Mortgagee, including interest to date of ratification of Auditor's account at the rate then payable, hereunder, whether the same shall have matured or not; and THIRD, the balance, if any, to Mortgagor, or to whomever may be entitled to the same. Half of such commission, and all Attorney's fees, and all such expenses and costs shall be paid by Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof. Mortgagee, or Mortgagee's Assignee or Mortgagee's said Attorneys, shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

THE MORTGAGOR agrees that, at the time of the request for a release of this mortgage, a charge not to exceed $15.00 for the preparation of the same, plus the cost of recording and Notary charge is hereby authorized.

MORTGAGOR WARRANTS specially the property hereby conveyed, and covenants to execute such further assurances as may be requisite.

BY THE EXECUTION OF THIS INSTRUMENT MORTGAGOR CERTIFIES THAT PRIOR THERETO HE HAS RECEIVED A LOAN DISCLOSURE STATEMENT IN CONNECTION WITH THIS LOAN, AS REQUIRED BY THE ANNOTATED CODE OF MARYLAND.

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 execution hereof under seal.

WITNESS:

John P. Donofrio (SEAL)
JOHN P. DONOFRIO (SEAL)

Robert H. Lennon
ROBERT H. LENNON

Betty E. Donofrio (SEAL)
BETTY E. DONOFRIO (SEAL)

STATE OF MARYLAND: CARROLL COUNTY to wit:

I HEREBY CERTIFY, that on this 28th day of April, 1976, before me, the subscriber, a Notary Public, of the State of Maryland in and for Carroll County ----- , personally appeared JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife, ----------

known to me (or satisfactorily proven) to be the person (s) whose name (s) is-are subscribed to the within Mortgage and acknowledged that they executed the same for the purposes therein contained.

At the same time, also personally appeared James Willard Davis The Agent of the party secured by the aforegoing Mortgage, and made oath in due form of law that the consideration of said Mortgage 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 Mortgagor or the person responsible for disbursement of funds in the closing transaction at their respective agent at a time no later than the final and complete execution of this Mortgage~~; and he further made oath that he is the agent of the party secured by the aforegoing Mortgage and as such is duly authorized to make this affidavit.

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

Patricia E. Jorss
PATRICIA E. JORSS Notary Public

My Commission expires: July 1, 1978

PATRICIA E. JORSS NOTARY PUBLIC CARROLL CO., MD.

REC'D. FOR RECORD April 29 1976 AT 1:51 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 653 PAGE 741
LIBER 92 PAGE 400

Assignment

OF MORTGAGE FROM CHARLES E. LIEBNO et al

TO THOMAS F. STANSFIELD, ESQUIRE AS RECORDED IN

LIBER CCC No. 623 FOLIO 97

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. FEB 14 3 30 PM '77

MAIL TO Filed in Equity 14460

DATE MAILED 2-25-77

For value received, the undersigned hereby assign the within mortgage for purposes of foreclosure and collection to Thomas F. Stansfield, Esquire, this 5th day of February, 1977.

Charles E. Liebno (SEAL)
Charles E. Liebno

Martha M. Liebno (SEAL)
Martha M. Liebno

Richard Edward Liebno (SEAL)
Richard Edward Liebno

C. Venglass Seitz as to all

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees	:	CIRCUIT COURT
vs.	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors	:	

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of Charles E. Liebno, Martha M. Liebno and Richard Edward Liebno duly assigned to Thomas F. Stansfield dated April 28, 1976 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 623, folio 97, etc.,

Principal balance due	$ 44,396.31
Interest from October 28, 1976 to January 28, 1977	1,331.88
Six late charges due	99.84
	$ 45,828.03
Interest due at 9% from January 28, 1977 to date of ratification of audit	

Thomas F. Stansfield
Thomas F. Stansfield
Assignee of Mortgagees

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 14th day of February, 1977, before me, the subscriber, personally appeared Thomas F. Stansfield, known by me to be the Assignee of Mortgagees in the above captioned cause, and made oath under penalty of perjury that the facts and statements herein are true and correct to the best of his knowledge, belief and understanding.

ALICE G. STANSFIELD NOTARY PUBLIC CARROLL CO., MD.

Alice G. Stansfield
Notary Public

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees	:	CIRCUIT COURT
vs.	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors	:	

CERTIFICATION OF VALUE

CHARLES C. CONAWAY, CLERK:

This is to certify that to the best of my knowledge and belief the just and full value of the property described in the mortgage filed in this cause is $ 55,000.00.

Thomas F. Stansfield
Thomas F. Stansfield
Assignee of Mortgagees

25X 32X 25X

LIBER 92 PAGE 403

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees	:	CIRCUIT COURT
vs.	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors		27/97

ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting as a Court of Equity, this 18th day of April, 1977, that the sale made and reported by Thomas F. Stansfield, Assignee of Mortgagees in the above entitled cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of May, 1977, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 4th day of May, 1977.

The report states the amount of sale to be $60,000.00.

Charles C Conaway
CHARLES C. CONAWAY, CLERK

RECEIVED IN CIRCUIT COURT CARROLL CO MD
APR 19 8 55 AM '77
CLERK

LIBER 92 PAGE 404

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees,	:	CIRCUIT COURT
vs.	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors	:	27/97

AFFIDAVIT OF PURCHASERS

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 16th day of April, 1977, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared William J. Fabrick, agent for Shirley Theresa Fabrick, his wife the purchasers at the Sale made this date by the Assignee of Mortgagees in the above styled cause, and made oath in due form of law that he is the purchaser(s) and purchased the same as principal(s) and not as agent(s) for anyone not named and that said purchaser(s) did not, nor did any person on behalf of said purchaser(s) directly or indirectly discourage anyone from bidding for the said real estate mentioned in these proceedings. Purchase price $60,100.00

WITNESS my hand and Notarial Seal.

Airy C. Stansfield
Notary Public

Wm J Fabrick
agent for
Shirley Fabrick
PURCHASER(S)

AIRY C. STANSFIELD NOTARY PUBLIC CARROLL CO., MD.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
APR 18 8 56 AM '77
CLERK

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees	:	CIRCUIT COURT
vs.	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors	:	27/97

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Thomas F. Stansfield, Assignee of Mortgagees in the above captioned case, respectfully shows:

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law pursuant to the Maryland Rules of Procedure, and giving notice of the time, place, manner and terms of sale by advertisement inserted in The Carroll County Times, a weekly newspaper published in Carroll County, for at least three successive weeks before the day of sale, the first such publication being not less than fifteen days prior to sale and the last such publication being not more than five days prior to sale, and also, said advertisement was inserted in The Evening Sun, Carroll County Edition, a daily newspaper published in Westminster, Maryland, the Sunday Sun, a weekly publication published in Baltimore, Maryland, and the Frederick News Post, a newspaper published in Frederick, Maryland, and pursuant to said advertisement on the premises on Deer Park Road in the Woolrey's (4th) District, Carroll County, Maryland, on April 16, 1977 at 10:00 o'clock A.M. your Assignee of Mortgagees did offer the same at public sale.

2. That your Assignee of Mortgagees offered at public sale to the highest bidder the property described and mentioned in the Mortgage filed in these proceedings, situate on the Deer Park Road in the Woolrey's (4th) Election District, Carroll County, Maryland, and being the same land conveyed unto John P. Donofrio and Betty E. Donofrio, his wife, the Mortgagors herein, by deed of

Charles E. Liebno and others dated April 28, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 623, folio 95, etc. containing 3.003 acres of land, more or less, together with the improvements thereon.

3. That your Assignee of Mortgagees sold the above described real property to William J. Fabrick, acting as agent for Shirley Theresa Fabrick, his wife, for the sum of Sixty Thousand Dollars ($60,000.00), he being at that sum the highest bidder therefor, the terms of said sale being $5000.00 cash or certified check on the date of sale and the balance to be paid in cash upon final ratification of this sale by the Circuit Court for Carroll County. Taxes to be adjusted to the date of ratification of sale by the Court, costs of documentary stamps, transfer taxes and all other expenses of sale to be born by the purchaser. That the said William J. Fabrick paid the deposit in the form of a check drawn by the cashier of the Equitable Trust Bank (#07104756) properly indorsed to Order.

Thomas F. Stansfield

Thomas F. Stansfield
34 North Court Street
Westminster, Maryland 21157
848-1444

Assignee of Mortgagees

LIBER 92 PAGE 407 Eq. 14460

Office of The Carroll County Times

Westminster, Md., April 15 *19* 77

THIS IS TO CERTIFY that the annexed assignee of mortgagee regarding the Donofrio family *was published for* seven (7) *successive weeks previous to the* 15th *day of* April *19* 77*, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Helen Lopez

ASSIGNEE OF MORTGAGEE'S SALE
VALUABLE STORE AND WAREHOUSE PROPERTY

Situate on the east side of Deer Park Road, Woolery's District, Carroll County, Maryland.

Pursuant to the Power of Sale contained in the mortgage from John P. Donofrio and Betty E. Donofrio, his wife, to Charles E. Liebno and others dated April 28, 1976, and recorded among the land records of Carroll County in Liber C.C.C. No 623, folio 97, etc., said mortgage having been duly assigned to Thomas F. Stansfield for purposes of foreclosure and collection after default having occurred thereunder, the undersigned assignee of mortgage will sell at auction on the premises on

SATURDAY, APRIL 16, 1977
at 10:00 o'clock A.M.

all that lot or parcel of land containing 3.003 acres of land, more or less, situate on the northeast side of Deer Park Road in the Fourth Election District of Carroll County, Maryland, which land is known and designated as Tract "C" on a Plat of Section 2 of Knoll View Acres, said Plat being recorded among the plat records of Carroll County in Plat Book No. 15, folio 19, and being the same land conveyed unto John P. Donofrio and Betty E. Donofrio, his wife, by deed of Charles E. Liebno and others dated April 28, 1976, and recorded among the land records of Carroll County in Liber C.C.C. No. 623, folio 95, etc.

The property is improved by a concrete block building 30' x 100' with hot air furnace, 2 rest rooms and kitchen facilities for employees. This building has been previously used as a store for various types of merchandise. Attached to the above building is a warehouse 30' X 112' containing an area 30' X 48' used previously for shop and work area purposes with the remainder of this structure used for storage. The store building is insulated and the warehouse is partially insulated. There is another detached insulated frame structure 40' X 144' with an attached wing 24' X 28' with a hot air furnace. There is a well and septic system serving the entire complex of buildings and a tar and chip parking lot and tar and chip roadway leading from Deer Park Road to the building complex. All buildings are clear span buildings. There are two shade houses on the property used for shrubbery. This property has been used for various commercial purposes including lawn and garden center, store and an agricultural egg packing plant and could be easily adapted to numerous commerical enterprises.

TERMS OF SALE: A deposit of $5000.00 cash or certified check will be required of the purchaser on day of sale; balance in cash upon ratification of sale by the Circuit Court of Carroll County. Taxes to be adjusted to the date of ratification of sale by the Court, costs of documentary stamps, transfer taxes, and all other expenses of sale to be born by the purchaser.

THOMAS F. STANSFIELD
ASSIGNEE OF MORTGAGEES

For further information:
Thomas F. Stansfield, Esquire
34 North Court St.
Westminster, Maryland 21157
848-1444

Charles Reep and Son Auctioneers

No. 0334

LIBER 92 PAGE 408

Legal Notice

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
EQUITY 14460
27-97
THOMAS F. STANSFIELD
Assignee of
Mortgagees
vs.
JOHN P. DONOFRIO and
BETTY E. DONOFRIO,
his wife
Mortgagors
ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting as a Court of Equity, this 18th day of April, 1977, that the sale made and reported by Thomas F. Stansfield, Assignee of Mortgagees in the above entitled cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of May, 1977, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 4th day of May, 1977.

The report states the amount of sale to be $60,000.00.

Charles C. Conaway, Clerk

True Test

No. 0452

Office of The Carroll County Times

Westminster, Md., 5/2 *19*77

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 2 *day of* May *19*77*, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C. L. Shepard

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees	:	CIRCUIT COURT
vs	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors		27/97

PETITION AND AFFIDAVIT

Come now Charles E. Liebno, Martha M. Liebno and Richard E. Liebno, Mortgagees in the above styled cause, and respectfully Petition this Court to allow a prior distribution of funds in the above case. The reason for the motion is that although the terms of sale shown in the Report of Sale filed in this cause requires the payment of the remaining purchase price in cash at the time of settlement, your Petitioners and the prospective purchaser have agreed that your Petitioners will accept a purchase money mortgage in the amount of $ 40,000.00 toward the payment of the purchase price of the property; that there will be sufficent funds from the sale of the property to pay the expenses and commissions of sale; that the total due your Petitioners from the proceeds exceeds $47,000.00 and that this transaction could be easily facilitated were the mortgage executed directly from the prospective purchaser to the Petitioners; that your Petitioners will indemnify and hold harmless their Assignee and his surety upon settlement and receipt of the proposed new mortgage for the above stated sum due as a part of the proceeds.

Wherefore your Petitioners pray the Court allow a prior distribution from the proceeds of this cause.

Charles E. Liebno (SEAL)
CHARLES E. LIEBNO

Martha M. Liebno (SEAL)
MARTHA M. LIEBNO

Richard E. Liebno (SEAL)
RICHARD E. LIEBNO

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
MAY 19 11 00 AM '77

STATE OF MARYLAND

COUNTY OF CARROLL TO WIT:

I hereby certify that on this 16th day of May, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles E. Liebno, Martha M. Liebno, and Richard E. Liebno, known to me to be the Petitioners in the foregoing Petition, and made oath under penalty of perjury that the facts and statements therein are true and correct to the best of their knowledge, belief and understanding.

Witness my hand and Notarial Seal.

AIRY G. STANSFIELD NOTARY PUBLIC CARROLL CO., MD.

Airy G. Stansfield
Notary Public

My commission expires:

THOMAS F. STANSFIELD	:	IN THE
Assignee of Mortgagees	:	CIRCUIT COURT
vs.	:	FOR
JOHN P. DONOFRIO and BETTY E. DONOFRIO, his wife	:	CARROLL COUNTY
	:	EQUITY 14460
Mortgagors	:	27/97

ORDER GRANTING PETITION
FINAL ORDER OF RATIFICATION

Upon consideration of the foregoing Petition of the Mortgagees and a finding that no inequity or injustice would result from the granting thereof, it is this 19th day of May, 1977, by the Circuit Court for Carroll County ORDERED that the Mortgagees be and are hereby granted a prior distribution from the proceeds in this cause in the form of a First Purchase Money Mortgage from the prospective purchasers in the amount of $40,000.00 and it is further

ORDERED that the sale reported in this cause by Thomas F. Stansfield, Assignee of Mortgagees, be and is hereby ratified and confirmed, no cause to the contrary having been shown why the same should not be ratified and confirmed and the cause and papers herein are directed to be forwarded to the Auditor.

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAY 19 2 57 PM '77
CLERK

Thomas F. Stansfield, Assignee of Mortgagees vs. John P. Donofrio and Betty E. Donofrio, his wife Mortgagors	I	No. 14460 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated May 19, 1977, and filed in this cause, he has stated the within account.

He has charged the Assignee of Mortgagees ---- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgagees his --------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to ~~XXX~~ Charles E. Liebno and Martha M. Liebno, his wife, and Richard Edward Liebno, Mortgagees, in full liquidation of their mortgage claim; and the balance thereof to Equitable Credit Corp. in *** partial liquidation of its judgment claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

G. Calvin Robertson
Auditor

FILED
CIRCUIT COURT
CARROLL COUNTY
JUN 5 9 03 PM '77
A P Kelly
CLERK

In the Matter of the mortgaged real estate of John P. Donofrio and Betty E. Donofrio, his wife, Mortgagors, in account with Thomas F. Stansfield, Assignee of Mortgagees.

D E B I T

Amount received from sale of real estate, as shown by Report of Sale filed on April 18, 1977, (Cash of $20,000.00 and Mortgagees herein to take a First Purchase Money Mortgage of $40,000.00) ---------- $ 60,000.00

TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ---------- $ 60,000.00

C R E D I T

1. To Thomas F. Stansfield, Assignee of Mortgagees, for commission ---------- $ 3,010.00

2. To Seitz Insurance Agency, for premium on bond ---------- $ 220.00

3. To The Carroll County Times, for advertising sale ---------- $ 226.10

4. To The Evening Sun, for advertising sale ---------- $ 212.40

5. To The Frederick Post, for advertising sale ---------- $ 102.68

6. To The A. S. Abell Co., (Sunday Sun) for advertising sale -- $ 220.36

7. To Charles David Roop, for auctioneering sale ---------- $ 1,200.00

8. To The Carroll County Times, for Nisi on Sale ---------- $ 17.00

9. To Charles Liebno, for reimbursement of fire and extended coverage premiums paid on March 3, 1977 ----- $ 869.00

10. To Tax Collector of Carroll County, for 1976/77 tax adjustment --------- $ 404.61

11. To Clerk of Court, for release of mortgage ---------- $ 5.50

12. To Thomas F. Stansfield, Esq., for attorney's fee as provided in mortgage ---------- $ 500.00

COURT COSTS AS TAXED BY THE CLERK:
Law Library ---------- $ 10.00
Clerk ---------- $ 40.00

Clerk ----------	$ 6.50		
Clerk (Recording) ----------	$ 48.00		
Auditor ----------	$ 90.00		
Copy of Audit ----------	$ 1.50		
Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (3) --------	$ .45		
Filing Vouchers (8) ----------	$ 2.00	$ 210.45	$ 7,198.10

BALANCE ---------- $ 52,801.90

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Charles E. Liebno and Martha M. Liebno, his wife, and Richard Edward Liebno, Mortgagees, their mortgage claim filed on February 14, 1977 ----------	$ 45,828.03	
Interest from January 28, 1977, to date of ratification of Audit -	$ 1,586.95	$ 47,414.98

BALANCE ---------- $ 5,386.92

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Equitable Credit Corp., its judgment claim filed on April 20, 1977 ----------	$ 19,456.21
Interest from March 23, 1977, to date of ratification of Audit ----------	$ 267.78
Total ----------	$ 19,723.99
ABOVE BALANCE ----------	$ 5,386.92
DEFICIT ----------	$ 14,337.07

Thomas F. Stansfield, Assignee of Mortgagees		No. 14460 Equity.
vs.		In the
John P. Donofrio and Betty E. Donofrio, his wife		Circuit Court
		for
Mortgagors		Carroll County.

ORDERED, this 5th day of June in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 21st day of June, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Filed June 5, 1977

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 22nd day of June, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceedings and records~~ and the Assignee of Mortgagees is ----- hereby authorized to pay out the trust funds accordingly.

Charles C. Conaway
~~CHF Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUN 22 1 25 PM '77
C L Kelly
CLERK

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUN 22 1 25 PM '77
CLERK

O-X

No. 14539 Docket 27 Folio 136

CIRCUIT COURT FOR CARROLL COUNTY

UEBERSAX

IN RE:
CHANGE OF NAME OF
JOSEPH ERNEST GILLIS

LIBER 92 PAGE 416

DATE	CLERK'S MEMORANDUM	NO.
3-28-77	Petition for change of name and waiver of publication fd.	
3-29-77	Order of Court waiving publication fd. Copy delivered to Atty.	
4-5-77	Order of Notice by Posting fd. Copy of Order delivered to Sheriff to be Posted in Court House.	
4-7-77	Sher iff's return, "Copy of Order posted on Bulletin in Court House this 7 day of April 1977" fd.	
6-23-77	Decree of Court, Adjudged, Ordered and Decreed that thePetitioners name shall be changed from Joseph Ernest Gillis to that of Dobie Ernest Gillis fd. Copies (2) delivered to Petitioners Atty.	

25X 32X 25X

IN RE: CHANGE OF NAME OF	*	IN THE
JOSEPH ERNEST GILLIS	*	CIRCUIT COURT
1-F Fairmount Apartments	*	FOR
Main Street	*	CARROLL COUNTY
Hampstead, Maryland	*	IN EQUITY
	*	NO. 14539

* *

DECREE

The above styled matter having been brought before this Court for consideration of Petitioner's prayer for change of name; and the above styled matter having been posted by the Sheriff as directed by the Maryland Rules of Procedure and prior order of this Court; and there being no oppositions filed in this matter against Petitioner's prayer, it is this 22nd day of June, 1977, Adjudged, Ordered and Decreed that the prayer of Petitioner be and the same is hereby granted and accordingly the Petitioner's name shall be changed from that of Joseph Ernest Gillis to that of DOBIE ERNEST GILLIS and he shall hereforth be known as the same.

E. Dale Wantz Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUN 23 9 00 AM '77
C. L. Kelly
CLERK

O-X

No. 14452 Docket 27 Folio 93

CIRCUIT COURT FOR CARROLL COUNTY

LOVELL

MARKER J. LOVELL
ATTORNEY NAMED IN MORTGAGE

VS

RICHARD LEE THOMAS, JR.
AND
JEAN LOUISE THOMAS, HIS WIFE

LIBER 92 PAGE 418

DATE	CLERK'S MEMORANDUM	NO.
2-8-77	Bill to foreclose Real Estate Mortgage, Statement of Mortgage Debt.	
	Non M litary Service Affidavit, Original Purchase None M rtgage and letter of property value fd.	
2-8-77	Attorney's Bond approved and filed.	
4-11-77	Report of Attorney named in Mortgage, Affidavit of Purchaser and Proof of Notice of mailing fd.	
4-12-77	Order Nisi of Publication fd. Copy mailed to Carroll County Times, copy delivered to Pltffs Atty.	
5-12-77	Printiers Certificate of Publication of Order Nisi on Sale fd.	
5-13-77	Order of Court ratifying Sale fd. Copy delivered to Plaintiff's Atty. Record of Proceedings delivered to Auditor.	
6-8-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	
6-28-77	Order finally ratifying Audit fd.	

MARKER J. LOVELL, ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife Union Bridge (Box 124) Maryland 21791 Defendants	:	In the Circuit Court for Carroll County Equity No. 14453

BILL TO FORECLOSE REAL ESTATE MORTGAGE

Mr. Clerk:

Please docket the above-entitled case and file certified copy of mortgage from Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, Mortgagors, to Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, Mortgagees, dated January 7, 1974, and recorded among the Land Records of Carroll County, in Liber 562, Folio 33, etc.

This mortgage is in the original principal amount of $10,000.00 and the principal amount due under said mortgage as of February 7, 1977, is $8,043.02 plus interest at seven per cent (7%) per annum from August 7, 1976.

This mortgage is in default because of the failure of the Mortgagors to pay monthly installments of principal and interest due under the terms of said mortgage.

Please also file Statement of Mortgage Debt and Non-military Service Affidavit.

Marker J. Lovell
Marker J. Lovell
Attorney Named in Mortgage
6 N. Court Street
Westminster, Maryland 21157
848-8355

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD.
FEB 8 10 01 AM '77

MARKER J. LOVELL ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife Union Bridge (Box 124) Maryland 21791 Defendants	: : : : : : : : : : : : : :	In the Circuit Court for Carroll County Equity No.

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Debt of Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, due Marker J. Lovell, Attorney Named in Mortgage, on account of original mortgage obligation of the said Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, dated January 7, 1974, and recorded among the Land Records of Carroll County in Liber 562, Folio 33, etc. Said mortgage is in the original principal amount of $10,000.00, with interest at the rate of seven per cent (7%) per annum, payable in 120 equal monthly installments of principal and interest in the amount of $116.11 each, payable on the 7th day of each and every month, commencing on the 7th day of February, 1974, to and including the 7th day of January, 1984.

Richard Lee Thomas, Jr. and
Jean Louise Thomas, his wife
Union Bridge (Box 124)
Maryland 21791

February 7, 1977

Original amount of mortgage loan	$10,000.00
Thirty-one payments of $116.11 have been made of which $1,956.98 has been applied to principal	-1,956.98
Balance due on principal	$8,043.02
Interest at 7% from August 7, 1976 to February 7, 1977	+275.41
Total balance of principal and interest due	$8,318.43

Marker J. Lovell
Marker J. Lovell
Attorney for Orville E. Shifler, Jr.
and Margaret S. Shifler, Mortgagees

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 7th day of February, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Marker J. Lovell, who acknowledged himself to be attorney for Orville E. Shifler, Jr. and Margaret S. Shifler, Mortgagees, and that he, as such attorney, being authorized so to do, made oath in due form of law that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed by Marker J. Lovell, Attorney Named in Mortgage, said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Dolores M. Bankert
Notary Public

SEAL

My commission expires 7-1-78

MARKER J. LOVELL, ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife Union Bridge (Box 124) Maryland 21791 Defendants	:	In the Circuit Court for Carroll County Equity No.

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 7th day of February, 1977, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Marker J. Lovell, attorney for Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, Mortgagees, who 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. The Defendants are not in the military service of the United States of America.

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

3. The Defendants have not been ordered to report for induction under the Selective Training ans Service Act or any successor act or acts amendatory thereof.

4. The Defendants are not members of the enlisted reserve corps who have been ordered to report for military service.

Marker J. Lovell

Marker J. Lovell
Attorney for Orville E. Shifler, Jr.
and Margaret S. Shifler, Mortgagees
6 N. Court Street
Westminster, Maryland
848-8355

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State of Maryland, carroll County, this 7th day of February, 1977.

Dolores M. Barker
Notary Public

SEAL

My commission expires 7-1-78

LIBER 562 PAGE 33
LIBER 92 PAGE 424

RECEIPT NO. 19722

This PURCHASE MONEY **Mortgage**, made this 7th day of January in the year nineteen hundred and seventy-four, between Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, of Carroll County, State of Maryland, hereinafter sometimes called Mortgagor; and Orville E. Shifler, and Margaret S. Shifler, his wife, of Carroll County, State of Maryland, hereinafter sometimes called Mortgagee.

WHEREAS, the said Mortgagor stands justly and bona fide indebted unto the Mortgagee, in the sum of Ten Thousand Dollars ($10,000.00), said sum being part of the purchase money for all that parcel of land hereinafter mentioned, with interest thereon at the rate of 7% per annum,

and, whereas, the said Mortgagor executed and delivered for said indebtedness a promissory note, or single bill, bearing even date herewith, payable to the order of the Mortgagee with interest thereon at the rate of seven per centum (7%) per annum, both principal and interest being payable in one hundred twenty (120) equal monthly installments of One Hundred Sixteen Dollars and Eleven Cents ($116.11) each, the first of said installments being payable on the 7th day of February, 1974, and the remaining installments being payable successively each month thereafter until the whole debt, principal and interest, has been paid.

and, whereas, for the purpose of more effectually securing the payment of said indebtedness according to the tenor of the aforesaid promissory note, or single bill, these presents are executed. At any time the principal and interest may be reduced or extinguished without premium or penalty.

NOW, THEREFORE, this mortgage witnesseth that for and in consideration of the premises and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant and convey unto the said Mortgagee, as tenants by the entireties, their assigns, and unto the survivor of them, his or her Personal Representatives and assigns, forever, in fee simple, the following land:

All that tract or parcel of land situated in Union Bridge, 12th Election District, Carroll County, Maryland, known as Union Bridge Ice Plant, containing 9,515 square feet of land, more or less.

BEING all and the same land conveyed unto the Mortgagors herein by deed of Orville E. Shifler and Margaret S. Shifler, his wife, bearing even date herewith and recorded or intended to be recorded among the Land Records of Carroll County immediately prior hereto.

SHOULD the title to the within mortgaged property be acquired by any person or corporation other than the Mortgagor, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the Mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the Mortgagee.

LIBER 92 PAGE 425

LIBER 562 PAGE 34

Together with the buildings and improvements thereon, and all and singular the waters, roads and ways as now located and used, rights, privileges and appurtenances thereto belonging or in anywise appertaining; and all crops of every nature and kind and no matter by whom pitched or begun, growing on said property hereby conveyed at the time of the sale of said property in any proceedings wherein the mortgage indebtedness aforesaid is to be collected or paid.

Provided that if the said mortgagor shall pay to the said mortgagee the amount of the principal of the aforesaid promissory note or single bill and the interest thereon, according to the tenor thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on said mortgagor's part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, on said hereby mortgaged property, or any part thereof, which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor does hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt, or of the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same; or in case of strip or waste of the hereby granted and conveyed property; or in case of default in the performance of any of the agreements, covenants or conditions of this mortgage on the part of the said mortgagor, then, and in any such event, the whole of the mortgage debt intended to be secured hereby shall forthwith, at the option of the mortgagee, become due and demandable; and these presents are hereby declared to be made in trust, and which said mortgagee or Marker J. Lovell the hereby duly constituted attorney, or the agent of the said mortgagee, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, together with the crops as aforesaid thereon growing at the time of the said sale, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and all costs and expenses incurred, or to be incurred, in making such sale and in the foreclosure proceedings; and to grant and convey the said property so sold to the purchaser or purchasers thereof, or to his, her, its or their heirs, successors or assigns; and which said sale shall be made after giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Carroll County, in the State of Maryland; and the proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale including a fee of $ 200.00 and a commission to the party making sale of said property equal to the commissions allowed to trustees to sell real estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity, and all such other counsel fees as the mortgagee or the attorney above named, may be caused to incur in connection with the foreclosure of this mortgage; secondly, to the payment of all claims of said mortgagee under this mortgage, including interest calculated to statement of audit whether the same shall have then matured or not; and, thirdly, as to the residue, if any, to pay it over to the said mortgagor or to whomsoever may be entitled to the same.

And the said mortgagor further convenants to insure forthwith, and pending the existence of this mortgage to keep insured the improvements in the amount of at least the sum due under the aforesaid promissory note or single bill secured by this mortgage and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, or other loss to be included by extended coverage insurance and war damage, to inure to the benefit of the mortgagee to the extent of said mortgagee's lien or claim hereunder; and in default thereof it shall be lawful for the mortgagee so to insure said premises, and the premiums paid thereon shall be a lien on the hereby mortgaged property, to be added to the amount secured by these presents, and payable forthwith, with interest; and in case the said mortgagor shall make default in paying any or all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed, on said property hereby mortgaged, and the same shall be paid by the said mortgagee the amount thereof shall become a lien and be collectible under this instrument in the same manner as is above provided in case of unpaid insurance premiums.

And the said mortgagor does hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said mortgaged premises, or to be paid in any equity proceedings to which the holder of said mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said mortgagor shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said mortgagee or the attorney above named, and which said mortgagee or the attorney above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

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.

In witness whereof the said mortgagors have affixed their hands and seals the day and year first hereinabove written.

WITNESS:

Marker J. Lovell

Marker J. Lovell

Richard Lee Thomas, Jr. (SEAL)

Jean Louise Thomas (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to-wit:—

I hereby certify that on this 7th day of January, in the year one thousand nine hundred and seventy - four, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife,

the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their respective act and deed.

And at the same time also personally appeared Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, the within named Mortgagee, and they made oath in due form of law that the consideration therein set forth is true and bona fide and said affiants further made oath in due form of law that the amount of said loan for which this mortgage has been given to secure was paid over and disbursed by the Mortgagee to the Mortgagor at the time of the execution of this mortgage.

Witness my hand and Notarial Seal the day and year last above written.

Eleanor K. Lovell

Notary Public

My commission expires 7/1/74

NOTARY PUBLIC CARROLL CO. MARKER J. LOVELL

REC'D. FOR RECORD Jan. 17 1974 AT 10:30 O'CLK A.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 92 PAGE 426

MARKER J. LOVELL
ATTORNEY AT LAW
6 N. COURT STREET
WESTMINSTER, MARYLAND 21157
848-8355

February 7, 1977

Clerk of the Circuit Court
Court House
Westminster, Maryland 21157

Re: Foreclosure--Mortgage dated January 7, 1974,
Recorded - Liber CCC No. 562,Folio 33;
Richard Lee Thomas, Jr. and Wife unto
Orville E. Shifler, Jr. and Wife

Sir:

The Statement of Mortgage Debt is in the amount of $8,318.43. The assessment is: Land--$1,015.00; improvements--$10,150.00, for a total of$11,165.00.

There is 9,515 square feet of land, more or less, improved by a former locker plant.

This property was offered for public sale on January 29, 1977 under writ of fi fa, subject to the mortgage in question and outstanding real estate taxes, but there were no bidders. It is my opinion that the property will not bring the present amount due under the mortgage.

Very truly yours,

Marker J. Lovell

mjl/db

MARKER J. LOVELL, ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife Box 124 Union Bridge, Maryland 21791 Defendants	: : : : : : : : : : : : : : :	In the Circuit Court for Carroll County Equity No. 14452 27/93

REPORT OF ATTORNEY NAMED IN MORTGAGE
OF PUBLIC SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marker J. Lovell, Attorney Named in Mortgage, in the above-entitled cause, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in "The Carroll County Times", a weekly newspaper published in Carroll County, for at least three successive weeks before the date of the sale, the first such publication was not less than fifteen days prior to sale and the last such publication was not more than one week prior to sale, as follows: February 11, 1977, February 18, 1977, February 25, 1977 and March 4, 1977; and also, said advertisement was inserted in "The Evening Sun" in the "Carroll County Section", a daily newspaper published in Westminster, Carroll County, Maryland, on February 17, 1977 and March 3, 1977, he did, pursuant to said notice, attend on the premises on the north side of West Elger Street, Town of Union Bridge, Twelfth Election District, Carroll County, Maryland, on the 5th day of March, in the year Nineteen Hundred and Seventy-seven, at 11:30 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Filed April 11, 1977

Attorney Named in Mortgage offered at public sale to the highest bidder the property mentioned in said notice, situated in Carroll County, Maryland, and described as follows:

All that lot or parcel of land situate, lying and being on the north side of West Elger Street, Town of Union Bridge in the Twelfth Election District of Carroll County, Maryland, containing 9,515 square feet of land, more or less.

BEING all and the same land conveyed unto Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, Mortgagees, by the mortgage of Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, Mortgagors, dated January 7, 1974 and recorded among the Land Records of Carroll County in Liber CCC No. 562, Folio 33 &c.; ALSO BEING all and the same land conveyed unto Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, by deed of Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, dated January 7, 1974 and recorded among the Land Records of Carroll County in Liber CCC No. 562, Folio 31 &c.

The improvements on said lot of ground consist of a concrete block building formerly known as Union Bridge Ice Plant.

And your Attorney Named in Mortgage sold the above-described property to Orville E. Shifler, Jr. for the sum of $1,000.00, he being, at that sum, the highest bidder therefor, the terms of said sale cash deposit of $1,000.00 at the time and place of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court of Carroll County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, and all other liens or charges, public or otherwise, if any will be adjusted to day of sale. Cost of all documentary stamps, County and State transfer taxes to be paid by purchaser.

That there is a deficiency in this proceeding, the costs (outstanding taxes, etc.) therefor being greater than the purchase price, and the purchaser, Orville E. Shifler, Jr., has agreed to pay said deficiency in the amount of approximately $760.00, and has made payment in said amount to Marker J. Lovell, Attorney Named in Mortgage.

Marker J. Lovell
Attorney Named in Mortgage
6 North Court Street
Westminster, Maryland 21157
848-8355

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Report of Attorney Named in Mortgage of Public Sale, are true and correct to the best of my knowledge, information and belief. The assessment on the property by the Supervisor of Assessments for Carroll County is $11,165.00. The property was sold for $1,000.00, which is the best price obtainable.

A previous public sale was held on January 29, 1977 in the case of Vermont Federal Savings and Loan Association vs Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, District Court 10-1-73, CV 703. This was under a writ of fi fa and the property was offered subject to the mortgage held by Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, however, there were no bidders.

Marker J. Lovell
Attorney Named in Mortgage

MEMORANDUM OF PURCHASE

AT PUBLIC AUCTION

Property: Richard Lee Thomas, Jr. and Jean Louise Thomas property, North side of W. Elger Street, Town of Union Bridge, Twelfth Election District, Carroll County, Maryland

The undersigned purchaser(s) hereby acknowledge(s) 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

One Thousand Dollars

and have paid to Marker J. Lovell

the sum of One Thousand Dollars

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 5th day of March, 1977.

D. E. Shifler Jr. (SEAL)
Purchaser

(SEAL)
Purchaser

P.O. Box 310
Union Bridge, Md. 21791
Address

I acknowledge receipt of deposit:

Marker J. Lovell

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.

Marker J. Lovell (SEAL)
Seller or Authorized Agent

3/5/77
Date

SALE UNDER MORTGAGE
OF
VALUABLE FEE SIMPLE PROPERTY
Union Bridge
Carroll County, Maryland

Under and by virtue of the power and authority contained in the mortgage from Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, to Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, dated January 7, 1974 and recorded among the Land Records of Carroll County in Liber CCC No. 562, Folio 33 & C., (default having occured thereunder), the undersigned, the Attorney Named in Mortgage, will offer for sale at Public Auction on the premises.

On Saturday, March 5, 1977
at 11:30 o'clock a.m.

All that lot or parcel of land situate on the north side of W. Elger Street in the Town of Union Bridge, 12th Election District, Carroll County, Maryland, and described as follows:

BEGINNING at a concrete marker on the north edge of a 12 foot alley and running thence with the north edge of said alley, (1) North 66 degrees 45 minutes West, 249½ feet to a concrete marker on the south line of the Western Maryland Railway Company's right-of-way, thence with same, (2) South 85 degrees 15 minutes East, 241 feet to a concrete marker on said south boundary line of the Western Maryland Railway Company's right-of-way, thence (3) South 7 degrees 45 minutes West, 80.1 feet to the place of beginning, containing 9,515 square feet of land, more or less, being improved by a concrete block building formerly known as Union Bridge Ice Plant.

Terms of Sale: A cash deposit of $1,000.00 will be required of purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Carroll County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, and all other liens or charges, public or otherwise, if any will be adjusted to day of sale. Cost of all documentary stamps, County and State transfer taxes to be paid by purchaser.

MARKER J. LOVELL
ATTORNEY NAMED IN MORTGAGE

T.R. "TOM" O'FARRELL AUCTION CO.
23 N. Center Street
Westminster, Maryland 21157
848-5533
Marker J. Lovell, Attorney
6 N. Court Street
Westminster, Maryland 21157
No. 0328

I/We do solemnly declare under the penalty of perjury that I/we am/are the purchaser/s and purchased same as principal and not as an agent for anyone, ~~or I/we purchased same as agent and my/our principal is~~ and that I/we have not directly or indirectly discouraged anyone from bidding for the said Richard Lee Thomas, Jr. and Jean Louise Thomas property located on the north side of W. Elger Street, Town of Union Bridge, Twelfth Election District, Carroll County, Maryland, mentioned in the within advertisement of sale.

D. E. Shifler Jr.
Purchaser Purchaser

MARKER J. LOVELL ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife Box 124 Union Bridge, Maryland 21791 Defendants	:	In the Circuit Court for Carroll County Equity No. 14452 27/93

PROOF OF NOTICE BY REGISTERED MAIL PURSUANT TO MARYLAND RULE W-74a2(c)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

Marker J. Lovell, Attorney Named in Mortgage, hereby certifies:

That I mailed by Register Mail to Richard Lee Thomas, Jr. and Jean Louise Thomas with return receipt requested on February 10, 1977, the original of the attached letters. Said Registered Mail was returned "unclaimed". On March 2, 1977 I again mailed by Registered Mail to Richard Lee Thomas, Jr. and Jean Louise Thomas, c/o Richard Lee Thomas, Sr., with return receipt requested the copies of the attached letters.

The signed return receipts which accompanied the letters to Richard Lee Thomas, Jr. and Jean Louise Thomas are attached hereto.

Marker J. Lovell
Marker J. Lovell
Attorney Named in Mortgage
6 N. Court Street
Westminster, Maryland
848-8355

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I hereby certify that on this 11th day of April, 1977, before me, the subscriber, a Notary Public of the State and County, personally appeared Marker J. Lovell, Attorney Named in Mortgage, and made oath in due form of law that the matters and facts hereinabove set forth are true.

As witness my hand and Notarial Seal.

Dolores M. Barker
Notary Public

SEAL

My commission expires 7-1-78

LIBER 92 PAGE 432

MARKER J. LOVELL ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife Box 124 Union Bridge, Maryland 21791 Defendants	: : : : : : : : : : : : :	In the Circuit Court for Carroll County Equity No. 14452 27/93

ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 12th day of April, 1977; that the sale made and reported by Marker J. Lovell, Attorney Named in Mortgage, in the above-entitled cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of May, 1977, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 4th day of May, 1977.

The report states the amount of sale to be $1,000.00.

Charles C Conaway
Charles C. Conaway, Clerk

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
APR 12 3 32 PM '77
C.E.Kelly
CLERK

Publish April 19th, 26th & May 3rd

In The
Circuit Court
for
Carroll County
Equity No. 14452
27-93
MARKER J. LOVELL
ATTORNEY NAMED IN MORTGATE
6 N. Court Street
Westmnster, Maryland 21157
Plaintiff
vs.
RICHARD LEE THOMAS, JR. and
JEAN LOUISE THOMAS, his wife
Box 124
Union Bridge, Maryland 21791
Defendants

ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 12th day of April, 1977; that the sale made and reported by Marker J. Lovell, Attorney Named in Mortgage, in the above-entitled cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of May, 1977, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 4th day of May, 1977.

The report states the amount of sale to be $1,000.00.

Charles C. Conaway,
Clerk
True Test

No. 0440

LIBER 92 PAGE 433

Office of The Carroll County Times

Westminster, Md., 5/2 *19* 77

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 2 *day of* May *19* 77*, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C. L. Sheppard

MARKER J. LOVELL ATTORNEY NAMED IN MORTGAGE 6 N. Court Street Westminster, Maryland 21157 Plaintiff vs RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, His wife Box 124 Union Bridge, Maryland 21791 Defendants	:	In the Circuit Court for Carroll County Equity No. 14452 27/93

ORDER

ORDERED by the Circuit Court for Carroll County sitting in Equity, that the sale made and reported by Marker J. Lovell, Attorney Named in Mortgage, in the above-entitled cause, be and the same is hereby ratified and confirmed, no cause to the contrary being shown although due notice appears to have been given as required by the Order Nisi passed in this cause; and that the said Attorney Named in Mortgage is allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor of this Court.

5/13/77

E. D. Thomas
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAY 13 3 55 PM '77
CLERK

LIBER 92 PAGE 435

MARKER J. LOVELL, Attorney named in Mortgage	I	No. 14452 Equity.
vs.	I	In the
RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife	I	Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated May 13, 1977, and filed in this cause, he has stated the within account.

He has charged the Attorney named in Mortgage with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Attorney named in Mortgage his -------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

~~The funds available for distribution have been distributed to the~~
There were no funds available for distribution as shown by the Account.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUN 8 8 29 AM '77
CLERK

In the Matter of the mortgaged real estate of Richard Lee Thomas, Jr. and Jean Louise Thomas, his wife, in account with Marker J. Lovell, Attorney named in Mortgage.

DEBIT

Amount received from sale of real estate, as shown by Report of Sale filed on April 11, 1977 ---------- $ 1,000.00

TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ---------- $ 1,000.00

CREDIT

1. To Marker J. Lovell, Attorney named in mortgage, commissions -------- $ 100.00
2. To T. R. O'Farrell, Inc., for premium on bond ---------- $ 34.00
3. To The Evening Sun, for advertising sale ---------- $ 60.00
4. To Landmark Community Newspapers of Md., Inc., for advertising sale ---- $ 106.40
5. To T. R. O'Farrell Auction Co., Inc., for auctioneering sale ---------- $ 100.00
6. To Landmark Community Newspapers of Md., Inc., for NIsi on Sale -------- $ 17.00
7. To Tax Collector of Carroll County, for 1975/76 County and State taxes (plus attorney's fee of $15.00 re-tax sale) ---------- $ 311.35
8. To Tax Collector of Carroll County, for 1976/77 County & State taxes ------ $ 325.38
9. To Town of Union Bridge, for 3 years taxes and interest -------- $ 188.74
10. To Town of Union Bridge, for water and sewer services and interest ---------- $ 231.50
11. To Marker J. Lovell, for attorney's fee, as provided in mortgage ---------- $ 115.18

COURT COSTS AS TAXED BY THE CLERK:

Law Library ---------- $ 10.00
Clerk ---------- $ 40.00
Clerk (Recording) ---------- $ 54.00
Auditor ---------- $ 50.00
Copy of Audit ---------- $ 1.50
Clerk (Recording Auditor's Report) ---------- $ 12.00

Auditor's Notices (3) ----------	$ .45		
Filing Vouchers (10) ----------	$ 2.50	$ 170.45	$ 1,760.00
DEFICIT ----------			$ 760.00
ADVANCED BY MORTGAGEES ~~IX~~ THE PURCHASERS TO APPLY TOWARD DEFICIENCY ----------			$ 760.00
BALANCE ----------			$ - 0 -

NOTE: The Mortgagees advanced enough money to take care of Purchasers' expenses, but there is no balance to apply toward their mortgage claim, which is as follows:

Mortgage claim of Orville E. Shifler, Jr. and Margaret S. Shifler, his wife, filed on February 8, 1977 ----------	$ 8,318.43
Interest from February 8, 1977 to date of Audit ----------	$ 184.32
Total ----------	$ 8,502.75

MARKER J. LOVELL, Attorney named in Mortgage	I	No. 14452 **Equity.**
vs.	I	**In the**
RICHARD LEE THOMAS, JR. and JEAN LOUISE THOMAS, his wife	I	**Circuit Court** **for** **Carroll County.**

ORDERED, this 8th day of June in the year Nineteen Hundred and ~~Sixty~~XX Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 23rd day of June, 1977. ~~xxprovidedxaxcopyxofxthisxorderxbe insertedxforxtwoxsuccessivexweeksxbeforexthexlastxnamedxdayxinxsomexnewsx paperxpublishedxinxCarrollxCounty.~~

Filed June 8, 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 28th day of June, in the year Nineteen Hundred and ~~Sixty~~XX Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~asxshownxbyxthe precedingxorderxnisi~~ and the Attorney named in Mortgage is --hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 28 9 ... AM '77
A. L. Kelly
CLERK

O-X

No. 14009 EQUITY Docket 26 Folio 169

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
COVAHEY
BOOZER

VINCENT COLETTI
AND
G. LEE MULDER, TRUSTEES

No. 14009 Equity

VS

RICHARD L. LAWRENCE
AND
JOAN A. LAWRENCE, HIS WIFE

No. 14009 Equity

LIBER 92 PAGE 439

DATE	CLERK'S MEMORANDUM
4-2-76	Petition for Sale of Property, Original Deed of Trust, Statement of Mortgage Debt., and Non Military Service Affidavit fd.
4-5-76	Decree of Court appointing Edward C. Covahey, Jr. Trustee and Setting Bond fd. Copy of Decree mailed to Petitioners Atty.
4-26-76	Amended Decree of Court fd. Copy mailed to Petitioners Atty.
1-31-77	Trustees Bond approved and fd.
2-4-77	Petitioners Affidavit of Compliance fd.
2-17-77	Trustees Report of Sale and Affidavit of Purchaser fd. Order Nisi on Sale fd. Copy of Order mailed to the Carroll County Times, Inc, for publication and copy mailed to Plaintiffs Atty.
3-2-77	Trustees' Petition to Substitute Purchaser fd. Trustees' Petition to Withdraw Deed of Trust, fd.
3-3-77	Order of Court granting Petition to Substitute Purchaser fd. Copies mailed to Trustees .
3-3-77	Order of Court granting Petition to withdraw Deed of Trust, fd. Copies mailed to Trustees. Deed of Trust mailed to Trustees and replaced by photocopy of same.
3-9-77	Plaintiff's receipt for Original Deed of Trust fd.
4-7-77	Trustee's Petition for Allowance of Counsel fee fd.
4-13-77	Printiers Certificate of Publication of Order Nisi on Sale fd.
4-14-77	Order of Court ratifying Sale fd. Copy mailed to Atty. Record of Proceedings delivered to Auditor.
6-2-77	Order of Court setting Counsel Fee fd. Copy mailed to Plaintiff's Atty. (Boozer)
6-10-77	Auditors Account, vouchers thereto and Order Nisi thereon fd.
7-1-77	Order finally ratifying audit fd.

THE PAUL CO., BALTO., MD.

25X 32X 25X

PETITION FOR SALE OF PROPERTY

VINCENT COLETTI and	*	Docket 26 Folio 169
G. LEE MULDER, Trustees	*	Case No. 14009
VS.		Filed 4-2-76
RICHARD L. LAWRENCE and	*	IN THE
JOAN A. LAWRENCE, his wife	*	CIRCUIT COURT
		FOR
	*	CARROLL COUNTY
		IN EQUITY
	*	

*****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiffs respectfully represents:

1. A Deed of Trust made on the 15th day of January, 1976 by and between the Defendants, parties of the first part; and Vincent Coletti and G. Lee Mulder, Trustees was recorded in the Land Records of the above captioned County on February 11, 1975.

2. All the real property which is the subject matter of this Petition is situate in the aforementioned County.

3. The aforementioned Deed of Trust upon certain real property in Carroll County therein described was to secure the payment of a Mortgage debt of $37,450.00, and interest as therein mentioned; and further therein is recited a Power of Sale of said real property, to take place at any time after default upon certain conditions specified and provided therein.

4. Defendants have allowed a default to be made in the next hereinbefore mentioned conditions, and further it is the power and duty of the Trustee under the aforementioned Deed of Trust to have again and sell the aforementioned real property.

5. All the aforegoing allegations appear more fully in the Deed of Trust mentioned herein marked "Petitioner's Exhibit No. 1" filed herewith as part of this Petition.

6. Petitioners further file herewith a statement marked "Petitioner's Exhibit No. 2" which avers under oath the amount of

CIRCUIT COURT
RECORDED IN

Filed April 2, 1976

debt remaining due and payable on the said Deed of Trust.

WHEREFORE, your Petitioners pray that a Decree may be passed for the sale of the aforementioned real property in accordance with the terms of the aforementioned Deed of Trust.

AND, as in duty bound, etc.

Covahey and Boozer, Attys.
Edward C. Covahey, Jr.,
Attorney for Petitioner
614 Bosley Avenue
Towson, Maryland 21204
828-9441

LIBER 92 PAGE 442

"Petitioners' Exhibit No. 2"

VINCENT COLETTI and	*	
G. LEE MULDER, Trustees	*	IN THE
VS.	*	CIRCUIT COURT
	*	FOR
RICHARD L. LAWRENCE and	*	CARROLL COUNTY
JOAN A. LAWRENCE, his wife	*	IN EQUITY

*****

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Lomas & Nettleton Company

under the mortgage from Richard A. Lawrence and Joan A. Lawrence, his wife,

to Vincent Coletti and G. Lee Mulder, Trustees

dated the 15th day of January, 1975 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 587 folio 359.

Original principal amount of mortgage	$37,450.00
Less amount paid on account thereof	122.42
Balance due on principal	$37,327.58
With interest at 8.25% from 7/1/75 to 3/22/76 ($8.56/day)	2,276.96
Late charge under mortgage (8 mos.)	101.76
Total due	$39,706.30
Expense a/c credit	53.61
Total due as of 3/22/76	$39,652.69

STATE OF MARYLAND, COUNTY OF BALTIMORE , SCT.

I HEREBY CERTIFY that on this 22nd day of March, 1976 before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Edward C. Covahey, Jr., Agent for The Lomas & Nettleton Company, and attorney for the Plaintiffsin the above entitled cause, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Notary Public

My comm. exp. 7/1/78

LIBER 92 PAGE 443

VINCENT COLETTI and

G. LEE MULDER, Trustees

Plaintiff

VS.

RICHARD L. LAWRENCE and

JOAN A. LAWRENCE, his wife

Defendant

IN THE

CIRCUIT COURT FOR

CARROLL

~~BALTIMORE~~ COUNTY

Docket No. ____, Folio ____

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 22nd day of March, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (City) personally appeared Edward C. Covahey, Jr., attorney for the Plaintiffs,

and made oath, in due form of law, that he knows the Defendant (s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Notary Public

My comm. exp. 7/1/78

Affiant

Edward C. Covahey, Jr.

LIBER 587 PAGE 359
LIBER 92 PAGE 444
"Petitioners' Exhibit No. 1"

5500

MARYLAND

VA Form 26-6318c (Home Loan)
Jul 1968. Use optional.
Section 1810, Title 38 U.S.C.
Acceptable to Federal National
Mortgage Association.

DEED OF TRUST

THIS DEED, made this 15th day of January, 19 75, by and between

RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife

FED 11-75 * 24324 ****15.00
FED 11-75 A M24324 ****15.00

party of the first part, and Vincent Coletti and G. Lee Mulder, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

THE LOMAS AND NETTLETON COMPANY

, a corporation organized and existing under the laws of Connecticutt, in the principal sum of Thirty Seven Thousand Four Hundred Fifty and No/00---------- Dollars ($ 37,450.00), with interest from date at the rate of Eight & one-quarter per centum (8¼ %) 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 Two Hundred Eighty One and Sixty Two------ Dollars ($ 281.62), commencing on the first day of March, 1975, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2005.

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 Carroll and State of Maryland, to wit:

ALL that lot of ground situate on Doe Drive in the Fourth Election District of Carroll County and described as follows: BEING known and designated as Lot No. 20, Block "C", as shown on the Plat of Deer Park, which Plat is recorded among the Land Records of Carroll County in Plat Book No. 5 folio 7.

BEING the same lot of ground in a Deed dated January 15, 1975 and recorded or intended to be recorded prior hereto among the Land Records of Carroll County from Deer Park, Inc. unto the Mortgagors herein.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns

In fee simple forever.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issues and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. 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 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, then, in either event, all of the indebtedness hereby secured shall at once become due and payable without notice at the option of the holder of the note and the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; Third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note as trustee (under the terms of this trust as hereinafter stated) on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

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

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

(II) interest on the note secured hereby; and

(III) amortization of the principal of the said note.

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

3. If the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note as trustee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the party of the first part for such items or, at the option of the holder of the note as trustee, shall be refunded to the party of the first part. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder as trustee shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

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

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

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

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

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear interest at the rate provided for in the principal indebtedness.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

The powers herein, when granted to two or more trustees, may be exercised by any of them acting individually or by all acting together.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at the rate provided for in the principal indebtedness and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

LIBER 92 PAGE 447

LIBER 587 PAGE 362

13. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

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

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

Witness:

Richard L. Lawrence [SEAL]

Richard L. Lawrence [SEAL]

Joan A. Lawrence [SEAL]

Joan A. Lawrence [SEAL]

STATE OF MARYLAND, County of Harford to wit:

I HEREBY CERTIFY, That on this 15th day of January, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard L. Lawrence and Joan A. Lawrence his wife, and they acknowledged the foregoing deed to be their act.

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

LOVE H. MEYER NOTARY PUBLIC HARFORD CO., MD.

I HEREBY CERTIFY that on this 15th day of January, 1975, before me, the subscriber, a Notary Public in and for Harford County personally appeared John B. Garvey, Jr. an agent of The Lomas and Nettleton Company the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said deed of trust ($37,450.00) 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 party 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; and also make oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

LOVE H. MEYER NOTARY PUBLIC HARFORD CO., MD.

My commission expires July 1, 1978

REC'D. FOR RECORD Feb. 11 1975 AT 1:01 O'CLK P.M SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

STATE OF MARYLAND

Deed of Trust

RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife

TO

THE LOMAS & NETTLETON CO.

Trustee.

RECEIVED IN CIRCUIT COURT HARFORD COUNTY

1 01 PM TO

RECORDED

RECEIVED FOR RECORD on the 11 day of February 1975, at 1:01 o'clock P. M., and recorded in Liber No. 587 at folio 359 one of the Land Records of Harford County

Examined by JOHN B. GARVEY, JR. Attorney At Law Loyola Federal Building 22 W. Pennsylvania Ave. Towson, Maryland 21204

Charles C. Conaway Clerk

15.00 R.

E-117—1M—8-74

LIBER 92 PAGE 448

Decree in Circuit Court for ~~Baltimore~~ Carroll County

Vincent Coletti and G. Lee Mulder, Trustees

Vs.

Richard L. Lawrence and Joan A. ~~Lawrence, his wife~~

DOCKET 26 FOLIO 169

CASE NO. ~~14009~~ 14009

FILED

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE~~ Carroll COUNTY

TERM, 19

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, This 26th day of May, in the year nineteen hundred and Seventy-six, by the Circuit Court of ~~Baltimore~~ Carroll 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 Vincent Coletti and G. Lee Mulder be and they 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 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~~ Carroll, 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 $5,000.00 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 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 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.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
MAY 26 9 49 AM '76
CLERK

VINCENT COLETTI and G. LEE MULDER, Trustees	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	
RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife	*	IN EQUITY Case No. 14009 Docket 26 Folio 169

*
****

AFFIDAVIT OF COMPLIANCE

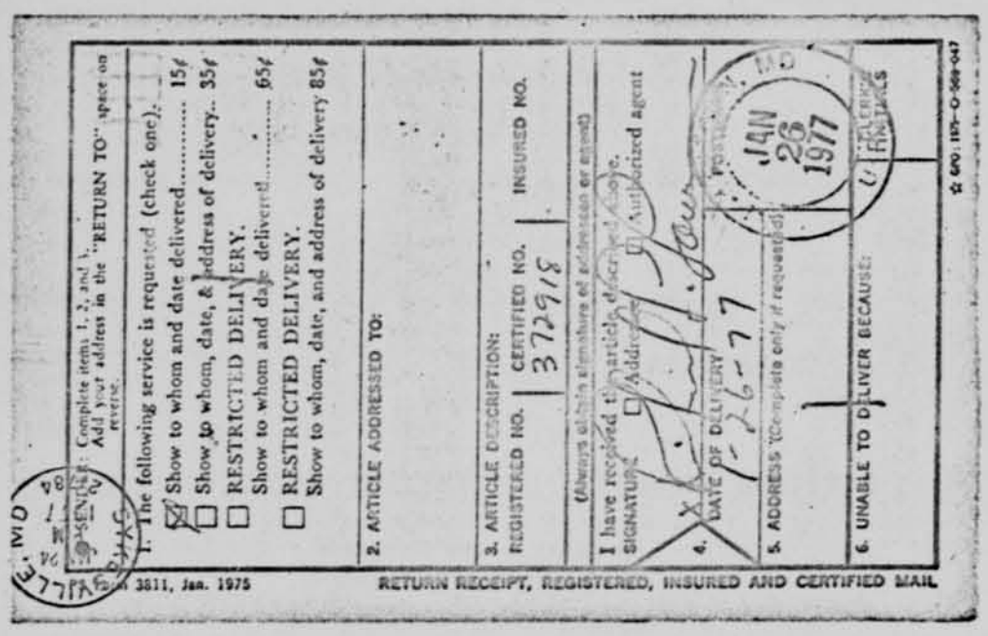
Covahey and Boozer, Attorneys for the Trustees, make oath, pursuant to Maryland Rule W74a2(c) that they mailed to the Defendants in these foreclosure proceedings, at their last known address, on January 20, 1977 by Certified Mail, Return Receipt Requested, a notice of the time, place and terms of the foreclosure sale, which date was not earlier than twenty days, nor later than five days before the date of sale in these proceedings.

Covahey and Boozer
F. Vernon Boozer, Atty.
614 Bosley Avenue
Towson, Maryland 21204
828-9441

SUBSCRIBED AND SWORN TO before the undersigned, a Notary Public of the State of Maryland, County of Baltimore.

Notary Public

My comm. exp. 7/1/78



Filed Feb 4, 1977

LIBER 92 PAGE 450

JERVIS S. MARSHALL, AUCTIONEERS
UPPERCO, MARYLAND 21155
Licensed: Baltimore City—County
Serving the State of Maryland

(301) 239-8187

JERVIS S. MARSHALL AUCTIONEERS, UPPERCO, MARYLAND

VINCENT COLETTI, et al Trustees vs. RICHARD L. LAWRENCE et ux	*	IN THE CIRCUIT COURT OF CARROLL COUNTY CASE NO. 14009/26/169

STATE OF MARYLAND COUNTY OF CARROLL, Sct.:

I HEREBY CERTIFY THAT on this 4 day of February, 1977 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared Edward C. Covahey Jr., purchaser at the foreclosure sale in this clause, and made oath in due form of law that he is/~~are~~ the purchaser and purchased same ~~as principal or~~ as agent for Lomas and Nettleton Co and that he has/~~have~~ not directly or indirectly discouraged anyone from bidding on the said property - Lot 70 Block C - Dow Drive - Finksburg - Carroll County Md Mentioned in the said Report of Sale.

Purchaser
Edw. C. Covahey, Jr.

SUBSCRIBED & SWORN TO THIS 4 DAY OF Feb. 1977

Notary Public

My Commission Expires July 1, 1978

NOTARY PUBLIC BALTIMORE COUNTY

VINCENT COLETTI, et al Trustees	*	IN THE
		CIRCUIT COURT FOR
VS.	*	CARROLL COUNTY
RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife	*	IN EQUITY 14009/26/169

*****

PETITION FOR ALLOWANCE OF
COUNSEL FEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Covahey and Boozer, F. Vernon Boozer, Attorneys for the Trustees, respectfully represents:

1. That on the 2nd day of April, 1976, Covahey and Boozer as attorneys for the above captioned Trustees, requested that suit in foreclosure under a Deed of Trust from Richard L. Lawrence et ux to the said Trustees dated January 15, 1975 be docketed in this Court.

2. Counsel has acted as attorneys for the Trustees in the above captioned matter from the time of the aforesaid docketing of the foreclosure suit and continues to so act at the present time.

3. Counsel has attended to all of the necessary legal requirements in connection with the filing of the suit, preparation of the legal advertisements and sale of the property conveyed by Deed of Trust, including supervision of the preparation of the Statement of Deed of Trust Debt, Affidavit of Military Service, the Trustees' Report of Sale, procuring and filing of Bond, Affidavit of Purchasers, Petition to Substitute the Veterans Administration as Purchaser, and preparation and conveyance of subject property to the purchaser, and other related legal services.

Filed April 7, 1977

4. The Report of Sale filed in these proceedings reflects that the property was sold to Edward C. Covahey, Jr. as Agent for The Lomas & Nettleton Company, and that the Veterans Administration has been substituted as Purchaser of same, at and for the price of $25,100.00.

5. Said Deed of Trust provides, among other things, that from the proceeds of any sale made pursuant to its terms by the Trustees, the latter shall first pay all costs, charges and expenses, including all attorneys and other fees and costs.

6. Your Petitioners believe and therefore aver that a reasonable counsel fee for legal services rendered to the Trustees in this matter is $275.00.

WHEREFORE, your Petitioners pray that this Court pass an Order directing the auditor, in his accounting to this Court in this proceedings, to allow Covahey and Boozer, F. Vernon Boozer, a reasonable attorneys fee, to wit $275.00.

Respectfully submitted,

Covahey and Boozer
F. Vernon Boozer
Attorney for Trustees
614 Bosley Avenue
Towson, Md. 21204
828-9441

VINCENT COLETTI AND G. LEE MULDER, Trustees	*	IN THE
vs.	*	CIRCUIT COURT FOR CARROLL COUNTY
RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife	*	IN EQUITY Case No. 14009/26/169

****

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., their attorney, represents unto your Honor:

1. That your Petitioners, in their Report of Sale, filed in these proceedings, reported that they had sold certain property situate in Carroll County, State of Maryland, known as 1816 Doe Drive, Lot 20, Block C, and more particularly described in these proceedings, unto The Lomas & Nettleton Company.

2. That the said purchaser has requested your Petitioners to substitute as purchaser in its place and stead Richard L. Roudebush, as Administrator of Veterans Affairs, an officer of the United States of America, his successors or assigns, whose address is Veterans Administration, Washington, D. C. 20420, and who has requested to be so substituted.

WHEREFORE, your Petitioners pray that this Honorable Court pass an Order substituting Richard L. Roudebush as Administrator of Veterans Affairs, and his successors or assigns, as Purchaser in the place and stead of The Lomas

FILED- MARCH 2, 1977

And Nettleton Company.

Edward C. Covahey, Jr.,
Attorney for Trustees
Covahey & Boozer
614 Bosley Avenue
Towson, Md. 21204
828-9441

Vincent Coletti, Trustee

G. Lee Mulder, Trustee

ADMINISTRATOR OF VETERANS AFFAIRS

By: Sylvan Gershen
SYLVAN GERSHEN
Loan Guaranty Officer

A S S E N T

We, the undersigned, hereby agree to the relief prayed in the aforegoing Petition.

THE LOMAS & NETTLETON COMPANY

By: Patricia Coletti
Patricia Coletti-Assistant Secretary

Vincent Coletti, Trustee

G. LEE MULDER, Trustee

O R D E R

Upon the foregoing Petition and Assent, it is hereby this 3rd day of ~~February~~ March, 1977,

ORDERED by the Circuit Court for Carroll County that Richard L. Roudebush, as Administrator of Veterans Affairs, an officer of the United States of America, and his successors or assigns, be, and he is hereby substituted as Purchaser of the property mentioned in these proceedings known as 1816 Doe Drive, Carroll County, Maryland, in the place and stead of The Lomas & Nettleton Company.

Lloyd L. Griffin
Judge

FILED-MARCH 3, 1977

VINCENT COLETTI, et al	*	IN THE
Trustees	*	CIRCUIT COURT FOR
vs.		CARROLL COUNTY
RICHARD L. LAWRENCE et ux	*	IN EQUITY Case No. 14009/26/169

******

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., Covahey & Boozer, their attorneys, to make sale of the fee simple property known as Lot 20, Block C, Doe Drive, Carroll County, State of Maryland, and being more particularly described in a certain Deed of Trust dated January 15, 1975 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 587, folio 359 from Richard L. Lawrence and Joan A. Lawrence, his wife, to Vincent Coletti and G. Lee Mulder, Trustees, 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 Evening Sun, Carroll County edition, a newspaper published in Carroll County for more than three successive weeks preceding the date of sale, said Trustees did, pursuant to said notice on February 4, 1977, by Edward C. Covahey, Jr., Covahey & Boozer, their agent and attorney, attend on the premises and then and there sold: the said fee simple property known as Lot 20, Block C, Doe Drive, Carroll County, Maryland, to Edward C. Covahey, Jr., as agent for The Lomas & Nettleton Company, whose post office address is 614 Bosley Avenue, Towson, Maryland 21204, at and for the sum of $25,100.00, he being the highest bidder therefor.

Edward C. Covahey, Jr.,
Covahey & Boozer
Attorneys for Trustees
614 Bosley Avenue
Towson, Md. 21204
828-9441

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

FEB 17 10 50 AM '77

Lee Shipley
CLERK

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of February, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward C. Covahey, Jr., Attorney for the Trustees Vincent Coletti and G. Lee Mulder, 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 htereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Notary Public

My comm. exp. 7/1/78

VINCENT COLETTI et al	*	IN THE
Trustees	*	CIRCUIT COURT FOR
vs.		CARROLL COUNTY
RICHARD L. LAWRENCE, et ux	*	IN EQUITY Case No. 14009/26/169

*****

ORDER NISI

Upon the foregoing Report of Sale and Affidavit, it is, this 17th day of February, 1977,

ORDERED by the Circuit Court for Carroll County, that the sale made and reported by Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., Covahey & Boozer, their attorney, for the sale of the property described in the proceedings in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 17th day of March, 1977, provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, once in each of three successive weeks, before the 10th day of March 1977,

The report states the amount of the sale to be $25,100.00.

Charles C Conaway
Clerk of the Circuit Court for
Carroll County

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CARROLL COUNTY, MD.
FEB 17 10 51 AM '77
Lee Shipley
CLERK

NOtice to Publisher:
Please publish on
Feb 23, March 2, and March 9.

LIBER 92 PAGE 458

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
APR 13 9 02 AM '77
CLERK

Office of The Carroll County Times

Westminster, Md., 3/9 *19* 77

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 9 *day of* March *19* 77, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C. L. Shepard

Legal Notice

IN THE
CIRCUIT COURT FOR
CARROLL COUNTY
IN EQUITY
Case No. 14009-26-169
VINCENT COLETTI et al
Trustees
vs.
RICHARD L. LAWRENCE, et ux

ORDER NISI

Upon the foregoing Report of Sale and Affidavit, it is, this 17th day of February, 1977.

ORDERED by the Circuit Court for Carroll County, that the sale made and reported by Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., Covahey & Boozer, their attorney, for the sale of the property described in the proceedings in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 17th day of March, 1977, provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, once in each of three successive weeks, before the 10th day of March 1977,

The report states the amount of the sale to be $25,100.00.

Charles C. Conaway
Clerk of the
Circuit Court for
Carroll County

No. 0346

25X 10
32X 10
25X 10

VINCENT COLETTI and	*	IN THE
G. LEE MULDER, Trustees	*	CIRCUIT COURT
vs.		FOR CARROLL COUNTY
RICHARD L. LAWRENCE and	*	IN EQUITY 14009/26/169
JOAN A. LAWRENCE, his wife	*	

*****

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Carroll County, this day of , 1977, that the sale made by Vincent Coletti and G. Lee Mulder, Trustees, for the sale of the real estate described in the proceedings in the above entitled cause, and reported by said Trustees to this Court on the 13th day of ~~March~~ April, 1977, 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 that the trustees be allowed the usual commissions and all proper expenses for which they shall produce vouchers to the Auditor.

E. E. Wantz, Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.

APR 14 9 31 AM '77

CLERK

VINCENT COLETTI et al, Trustees	*	IN THE
		CIRCUIT COURT FOR
vs.	*	CARROLL COUNTY
RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife	*	IN EQUITY
	******	14009/26/169

ORDER

Upon the foregoing Petition, it is, this 2nd day of June, 1977, by the Circuit Court for Carroll County,

ORDERED, that the auditor, in his accounting to this Court in the above captioned proceedings, allow Covahey and Boozer, as attorneys for the Trustees herein, attorneys fee in the amount of $ 275.00.

E. Phillips Jr.
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD
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RWB
CLERK

VINCENT COLETTI and G. LEE MULDER, Trustees		No. 14009 Equity.
vs.		In the
RICHARD L. LAWRENCE and JOAN A. LAWRENCE, his wife		Circuit Court
		for
		Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated ---------- and filed in this cause, he has stated the within account.

He has charged the Trustees ---------- with all the money in their hands as shown by the proceedings had in this cause and he has allowed the Trustees their ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to The Lomas and Nettleton Company in partial liquidation of its mortgage claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

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CARROLL CO., MD.
JUN 10 9 08 AM '77
CLERK

In the matter of the mortgaged real estate of Richard L. Lawrence and Joan A. Lawrence, his wife, in account with Vincent Coletti and G. Lee Mulder, Trustees.

DEBIT

Amount received from sale of real estate, as shown by Report of Sale filed on February 17, 1977	$ 25,100.00
Amount received as tax adj. for 1976/77 real estate taxes	$ 172.84
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 25,272.84

CREDIT

1. To Vincent Coletti and G. Lee Mulder, Trustees, for commissions	$ 251.00		
2. To All Insurance Resource, Inc., for premium on bond	$ 160.00		
3. To The Evening Sun, for advertising sale (Sale cancelled on 9/14 and 10/21/76)	$ 261.80		
4. To The Daily Record, for advertising sale (Sale cancelled on 9/14 and 10/21/76)	$ 118.08		
5. To Jervis S. Marshall, for auctioneering sale (Sale cancelled on 9/14 and 10/21/76)	$ 150.00		
6. To Landmark Community Newspapers of Md., Inc., for Nisi on Sale	$ 17.00		
7. To Messrs. Covahey and Boozer, for attorneys' fee as provided by Order of Court dated June 2, 1977	$ 275.00		
COURT COSTS AS TAXED BY THE CLERK:			
Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (Photo copy)	$ 1.50		
Clerk (Recording)	$ 51.00		
Auditor	$ 90.00		
Copy of Audit (3)	$ 4.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices (4)	$ .60		
Filing Vouchers (13)	$ 3.25	$ 212.85	$ 1,445.73
BALANCE			$ 23,827.11

BALANCE BROUGHT FORWARDED ---------- $ 23,827.11

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: The Lomas and Nettleton Company, its mortgage claim filed on April 2, 1976 ----------	$ 39,652.69
Interest from March 22, 1976, to date of sale, as per attorneys for Trustees ----------	$ 2,668.80
Total ----------	$ 42,321.49
ABOVE BALANCE ----------	$ 23,827.11
DEFICIT ----------	$ 18,494.38

NOTE: The commission allowed is in accordance with Deed of Trust filed in these proceedings.

25X 32X 25X

VINCENT COLETTI and G. Lee Mulder, Trustees	I	No. 14009 Equity.
vs.	I	In the Circuit Court for Carroll County.
RICHARD L. LAWRENCE and JOAN A . LAWRENCE, his wife	I	

ORDERED, this 10th day of June in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 27th day of June, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUN 10 2 02 PM '77
Lu Shipley
CLERK

ORDERED, this 1st day of July, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Trustees are ------------------ hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
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Lu Shipley
CLERK

O-X

No. 14219 EQUITY Docket 26 Folio 276

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
COVAHEY
C & B

VINCENT COLETTI
AND
G. LEE MULDER
TRUSTEES

Equity No. 14219

VS

No. 14219 Equity

CHARLES P. MYERS
AND
ROSEMARY L. MYERS, HIS WIFE

LIBER 92 PAGE 465

DATE	CLERK'S MEMORANDUM
8-31-76	Petition to Docket case, Copy of Deed of Trust, Statement of Mortgage Claim and Non Military Service Affidavit fd.
9-17-76	Decree of Court appointing Vincent Coletti and G. Lee Mulder, Trustees and setting Bond fd. Copy mailed to Pltffs Atty.
1-31-77	Trustees Bond approved and fd.
2-4-77	Petitioners Affidavit of Compliance fd.
2-17-77	Trustees Report of Sale and Affidavit of Purchaser fd. Order Nisi on Sale fd. Copy of Order mailed to the Carroll County Times, Inc for publication and copy mailed to Plaintiff's Atty.
3-2-77	Trustees' Petition to Substitute Purchaser fd. Trustees' Petition to Withdraw Deed of Trust fd.
3-3-77	Order of Court granting Trustees Petition to Substitute Purchaser fd. Copies mailed to Trustees.
3-3-77	Order of Court granting Petition to withdraw Deed of Trust fd. Copies of Order with Deed of Trust mailed to Trustees and Deed of Trust replaced with photocopy of same.
3-9-77	Receipt for original Deed of Trust fd.
4-7-77	Petition for Allowance of Counsel Fee fd.
4-13-77	Printers Certificate of Publication of Order Nisi on Sale fd.
4-14-77	Order of Court ratifying Sale fd. Copy mailed to Atty. Record of Proceedings delivered to Auditor.
" 6-2-77	Order of Court setting Counsel fee, fd. Copy mailed to Plaintiff's Atty.
" 5-13-77	Amended Statement of Mortgage Debt fd.
6-10-77	Auditors Account, Vouchers thereto and Order Nisi thereon fd.
7-1-77	Order finally ratifying audit fd.

THE PAUL CO., BALTO., MD.

25X 32X 25X

LIBER 92 FACE 466

PETITION FOR SALE OF PROPERTY

VINCENT COLETTI and G. LEE MULDER, TRUSTEES	*	Docket _____ Folio _____
	*	Case No. _____
VS.		Filed _____
CHARLES P. MYERS and ROSEMARY L. MYERS, his wife	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY IN EQUITY
	*	
	*	

*****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represent

1. A Deed of Trust made on the 21 day of August, 1975 by and between the Defendants, parties of the first part; and Vincent Coletti and G. Lee Mulder, Trustees was recorded in the Land Records of the above captioned County on August 22,1975.

2. All the real property which is the subject matter of this Petition is situate in the aforementioned County.

3. The aforementioned Deed of Trust upon certain real property in Carroll County therein described was to secure the payment of a Mortgage debt of $ 43,500.00, and interest as therein mentioned; and further therein is recited a Power of Sale of said real property, to take place at any time after default upon certain conditions specified and provided therein.

4. Defendant have allowed a default to be made in the next hereinbefore mentioned conditions, and further it is the power and duty of the Trustee under the aforementioned Deed of Trust to have again and sell the aforementioned real property.

5. All the aforegoing allegations appear more fully in the Deed of Trust mentioned herein marked "Petitioner's Exhibit No. 1" filed herewith as part of this Petition.

6. Petitioner further files herewith a statement marked "Petitioner's Exhibit No. 2" which avers under oath the amount of

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CARROLL CO., MD.
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A L Kelly
CLERK

debt remaining due and payable on the said Deed of Trust.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of the aforementioned real property in accordance with the terms of the aforementioned Deed of Trust.

AND, as in duty bound, etc.

Covahey and Boozer, Attys.
Edward C. Covahey, Jr.,
Attorney for Petitioner
614 Bosley Avenue
Towson, Maryland 21204
828-9441

601. 326

LIBER 92 PAGE 468 MARYLAND

DEED OF TRUST

THIS DEED, made this 21st day of August, 1975, by and between

CHARLES F. MYERS and ROSEMARY L. MYERS, his wife

AUG 22-75 # 27263 *****15.00
AUG 22-75 A 27263 *****15.00

party of the first part, and Vincent Colletti and G. Lee Mulder, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

THE LOMAS AND NETTLETON COMPANY

, a corporation organized and existing under the laws of Connecticutt, in the principal sum of Forty Three Thousand Five Hundred and No/00---------- Dollars ($43,500.00), with interest from date at the rate of Eight & One-half per centum (8.50 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Three Hundred Thirty Four and Thirty Two Dollars ($ 334.32), commencing on the first day of October, 1975, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 2005.

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 Carroll and State of Maryland, to wit:

ALL that lot of ground situate on Fawn Drive in the Fourth Election District of Carroll County, Maryland and described as follows: Being known and designated as Lot No. 12 Block E as shown on Plat of Deer Park, which Plat is recorded among the land records of Carroll County in Plat Book No. 5 folio 7.

BEING the same lot of ground in a Deed dated August 21, 1975 and recorded or intended to be recorded prior hereto among the land records of Carroll County from Deer Park, Inc. unto the Mortgagors herein.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns

in fee simple forever

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issues and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. 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 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, then, in either event, all of the indebtedness hereby secured shall at once become due and payable without notice at the option of the holder of the note and the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; Third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note as trustee (under the terms of this trust as hereinafter stated) on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

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

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

(II) interest on the note secured hereby; and

(III) amortization of the principal of the said note.

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

3. If the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note as trustee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the party of the first part for such items or, at the option of the holder of the note as trustee, shall be refunded to the party of the first part. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder as trustee shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

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

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

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

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

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear interest at the rate provided for in the principal indebtedness.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

The powers herein, when granted to two or more trustees, may be exercised by any of them acting individually or by all acting together.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at the rate provided for in the principal indebtedness and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

LIBER 92 PAGE 471

LIBER 601 PAGE 329

13. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

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

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

Witness:

Charles F. Myers [SEAL]

[SEAL]

Rosemary L. Myers, [SEAL]

[SEAL]

STATE OF MARYLAND, County of Harford to wit:

I HEREBY CERTIFY, That on this 21st day of August, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles F. Myers and Rosemary L. Myers his wife, and they acknowledged the foregoing deed to be their act.

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

NOTARY PUBLIC HARFORD CO.

I HEREBY CERTIFY that on this 21st day of August, 1975 before me, the subscriber, a Notary Public in and for Harford County personally appeared John B. Garvey, Jr. President of The Lomas & Nottleton Company the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said deed of trust ($ 43,500.00) 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 party 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; and also make oath that he is the agent of the party or parties secured and is duly authorized to make

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, that the aforegoing is a full and true copy of the above entitled DEED of trust as taken from Liber CCC No. 601, Folio 326, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 4th day of Aug A.D. 1976.

Clerk of the Circuit Court for Carroll County

VINCENT COLETTI and G. LEE MULDER
TRUSTEES

VS.

CHARLES F. MYERS and
ROSEMARY L. MYERS, his wife

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
IN EQUITY

*****

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Federal National Mortgage Association Trustees,

under the ~~mortgage~~ deed of trust from Charles F. Myers and Rosemary L. Myers, his wife

to Vincent Coletti and G. Lee Mulder, Trustees

dated the 21st day of August, 19 75 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 601 folio 326.

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE	$43,500.00
Less Amount paid on principal	249.75
Balance	$43,250.25
Interest 1/1/76 to 8/31/76 @$10.25 day	2,501.00
Late Charge - 8 mos.	123.84
Balance	$45,875.09
Less balance in escrow a/c	758.46
Balance	$45,116.63

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT.

I HEREBY CERTIFY that on this 30 day of August, 19 76 before me, the subscriber, a Notary public of the State of Maryland, in and for the county aforesaid, personally appeared F. Vernon Boozer, Attorney for the Plaintiff in the above entitled cause, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

NOTARY PUBLIC Baltimore Co.

Peggy L. Amacost
Notary Public

LIBER 92 PAGE 473

VINCENT COLETTI and G. LEE MULDER
Trustees

Plaintiff

VS.

CHARLES F. MYERS and
ROSEMARY L. MYERS, his wife

Defendant

IN THE

CIRCUIT COURT FOR

CHARLES CARROLL
BALTIMORE COUNTY

Docket No. _____, Folio _____

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 30 day of ~~July~~ August, 19 76, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (City) personally appeared F.Vernon Boozer

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.

Peggy K. Amuest
Notary Public

F. Vernon Boozer
Affiant

F.Vernon Boozer

E-117—13M—8-74

LIBER 92 PAGE 474

Decree in Circuit Court for ~~Baltimore~~ Carroll County

VINCENT COLETTI and G. LEE MULDER, TRUSTEES

Vs.

CHARLES F. MYERS and ROSEMARY L. MYERS, his wife

DOCKET 26 FOLIO 276

CASE NO.

FILED 14219

IN THE

CIRCUIT COURT

FOR

CARROLL

~~BALTIMORE~~ COUNTY

TERM, 19

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, This 16th day of September, in the year nineteen hundred and seventy-six, by the Circuit Court of ~~Baltimore~~ Carroll 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 Vincent Coletti and G. Lee Mulder, be and he they hereby appointed Trustees to make said sale, and that the course and manner of h 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-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~~ Carroll, 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 $5,000 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 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.

JUDGE

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
SEP 17 9 00 AM '76
CLERK

VINCENT COLETTI and G. LEE MULDER, Trustees	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	
CHARLES P. MYERS and ROSEMARY L. MYERS, his wife	*	IN EQUITY
		Case No. 14219 Docket 26 Folio 276

*
****

AFFIDAVIT OF COMPLIANCE

Covahey and Boozer, Attorneys for the Trustees, make oath, pursuant to Maryland Rule W74a2(c) that they mailed to the Defendants in these foreclosure proceedings, at their last known address, on January 20, 1977 by Certified 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.

F. Vernon Boozer

Covahey and Boozer
F. Vernon Boozer, Atty.
614 Bosley Avenue
Towson, Maryland 21204
828-9441

SUBSCRIBED AND SWORN TO before the undersigned, a Notary Public of the State of Maryland, County of Baltimore.

J. Jean Merrill
Notary Public

My comm. exp. 7/1/78

PS Form 3811, Jan. 1979 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one):
☒ Show to whom and date delivered..... 15¢
☐ Show to whom, date, & address of delivery.. 35¢
☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 372926 | INSURED NO.

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 1-24-77

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK: OWINGS MILLS MD 21117 JAN 24 2 PM

CLERK'S INITIALS

☆ GPO: 1973-O-469-047

Filed Feb 4, 1977

VINCENT COLETTI et al	*	IN THE
Trustees	*	CIRCUIT COURT
vs.		FOR CARROLL COUNTY
CHARLES F. MYERS, et ux	*	IN EQUITY Case No. 14219/26/276

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., Covahey & Boozer, their attorneys, to make sale of the fee simple property known as 1808 East Fawn Way Drive, Carroll County, State of Maryland, and being more particularly described in a certain Deed of Trust from Charles F. Myers and Rosemary L. Myers, his wife, to Vincent Coletti and G. Lee Mulder, Trustees, dated the 21st day of August, 1975 and recorded among the Land Records of Carroll County, Maryland in Liber C.C.C. No. 601, folio 326, 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 Evening Suns, Carroll County edition, a newspaper published in Carroll County for more than three successive weeks preceding the date of sale, said Trustees, did, pursuant to said notice, on February 4, 1977 by Edward C. Covahey, Jr., Covahey & Boozer, their agent and attorney, attend on the premises and then and there sold: the said fee simple property known as 1808 East Fawn Way Drive, Carroll County, Maryland, to Edward C. Covahey, Jr., as Agent for The Lomas & Nettleton Company, whose post office address is 614 Bosley Avenue, Towson, Maryland 21204, at and for the sum of $29,000.00, he being the highest bidder therefor.

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

FEB 17 8 34 AM '77

Lee Shipley
CLERK

Edward C. Covahey, Jr.,
Covahey & Boozer
614 Bosley Avenue
Towson, Maryland 21204
828-9441

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of February, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward C. Covahey, Jr., attorney for the Trustees Vincent Coletti and G. Lee Mulder, and made oath in due form of law that the facts stat ed in the foregoing Report of Sale are true, as therein set forth, and that the sale htereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Notary Public

My comm. exp. 7/1/78

LIBER 92 PAGE 478

JERVIS S. MARSHALL, AUCTIONEERS
UPPERCO, MARYLAND 21155
Licensed: Baltimore City—County
Serving the State of Maryland

(301) 239-8187

JERVIS S. MARSHALL AUCTIONEERS, UPPERCO, MARYLAND

VINCENT COLETTI et al Trustees	*	IN THE CIRCUIT COURT OF CARROLL COUNTY
vs.	*	
CHARLES F. MYERS et ux	*	CASE NO. 14219/26/276

STATE OF MARYLAND COUNTY OF CARROLL, Sct.:

I HEREBY CERTIFY THAT on this 4 day of February, 19 79 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared Edward C. Covahey jr, purchaser at the foreclosure sale in this clause, and made oath in due form of law that he is/~~are~~ the purchaser and purchased same as ~~principal or~~ as agent for Lomas and Nettleton Co and that he has/~~have~~ not directly or indirectly discouraged anyone from bidding on the said property - 1808 East Fawn Way, Finksburg - Carroll County Md Mentioned in the said Report of Sale.

Purchaser

Edw. C. Covahey, Jr.

SUBSCRIBED & SWORN TO THIS 4 DAY OF Feb 19 79

NOTARY PUBLIC

My Commission Expires July 1 19 79

Notary Public

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
FEB 17 8 34 AM '79
CLERK

VINCENT COLETTI et al	*	IN THE
Trustees	*	CIRCUIT COURT FOR
vs.		CARROLL COUNTY
CHARLES F. MYERS, et ux	*	IN EQUITY Case No. 14219/26/276

*****

ORDER NISI

Upon the foregoing Report of Sale and Affidavit, it is

ORDERED, this 17th day of February, 1977, by the Circuit Court for Carroll County, that the sale made and reported by Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., Covahey & Boozer, their attorney, for the sale of the property described in the proceedings in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 17th day of March, 1977 provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, once in each of three successive weeks before the 10th day of March, 1977.

The report states the amount of the sale to be $29,000.00.

Charles C Conaway
Clerkof the Circuit Court for
Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
FEB 17 8 24 AM '77
Ann Shipley
CLERK

NOTICE TO PUBLISHER: Please publish
FEBRUARY 23, March 2 and March 9

VINCENT COLETTI and G. LEE MULDER, Trustees	*	IN THE
vs.	*	CIRCUIT COURT FOR CARROLL COUNTY
CHARLES P. MYERS and ROSEMARY L. MYERS, his wife	*	IN EQUITY Case No. 14219/26/276

*****

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., their attorney, represents unto your Honor:

1. That your Petitioners, in their Report of Sale, filed in these proceedings, reported that they had sold certain property situate in Carroll County, State of Maryland, known as 1808 East Fawn Way, and more particularly described in these proceedings, unto The Lomas & Nettleton Company.

2. That the said purchaser has requested your Petitioners to substitute as purchaser in its place and stead Richard L. Roudebush, as Administrator of Veterans Affairs, an officer of the United States of America, his successors or assigns, whose address is Veterans Administration, Washington, D. C. 20420, and who has requested to be so substituted.

WHEREFORE, Your Petitioners pray that this Honorable Court pass an Order substituting Richard L. Roudebush, as Administrator of Veterans Affairs, and his successors or assigns, as Purchaser in the place and stead of The Lomas and Nettleton Company.

Edward C. Covahey, Jr.,
614 Bosley Avenue
Towson, Md. 21204
828-9441

Vincent Coletti, Trustee

G. Lee Mulder, Trustee

ADMINISTRATOR OF VETERANS AFFAIRS

By: Sylvan Gershen
SYLVAN GERSHEN
Loan Guaranty Officer

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

FEB 28 10 13 AM '77
RETURNED FOR
SIGNATURE
CLERK

FILED-MARCH 2, 1977

LIBER 92 PAGE 481

ASSENT

We, the undersigned, hereby agree to the relief prayed in the foregoing Petition.

THE LOMAS & NETTLETON COMPANY

By: Patricia Coletti
Patricia Coletti-Assistant Secretary

Vincent Coletti, Trustee

G. Lee Mulder, Trustee

ORDER

Upon the foregoing Petition and Assent, it is hereby this 3rd day of March, 1977,

ORDERED by the Circuit Court for Carroll County, that Richard L. Roudebush, as Administrator of Veterans Affairs, and officer of the United States of America, and his successors or assigns, be, and he is hereby substituted as Purchaser of the property mentioned in these proceedings known as 1808 East Fawn Way, Carroll County, State of Maryland, in the place and stead of The Lomas & Nettleton Company.

Lloyd R. Griffin
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
MAR 3 9 25 AM '77
RWB
CLERK

VINCENT COLETTI et al	*	IN THE
vs.	*	CIRCUIT COURT FOR CARROLL
CHARLES F. MYERS et ux	*	COUNTY IN EQUITY
	***	Case No. 14219/26/276

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of F. Vernon Boozer, Covahey and Boozer, Attorneys for the Trustees in the above entitled proceedings, respectfully says:

1. That the original Deed of Trust from the Defendants herein to the Trustees herein was docketed and filed in these proceedings for foreclosure.

2. That the sale of the property that is the subject of these proceedings was made on February 4, 1977, to Edward C. Covahey, Jr., as Agent for The Lomas & Nettleton Company.

2. That a Petition has been filed in these proceedings to substitute the Veterans Administration as substitute Purchaser of the subject property, and the said substituted Purchaser has requested that the original Deed of Trust be secured from this honorable Court to be used by it as may be required.

THEREFORE, your Petitioners pray that this Honorable Court pass an Order directing that the original Deed of Trust between the parties hereto be replaced in these proceedings by a conformed copy, and the original Deed of Trust be returned to your Petitioners to be forwarded to the Veterans Administration as substituted Purchaser.

F. Vernon Boozer,
Covahey and Boozer
Attys.for Trustees
614 Bosley Ave.
Towson, Md. 21204
828-9441

FILED-MARCH 2, 1977

ORDER

Upon the foregoing Petition, it is this 3rd day of March, 1977, by the Circuit Court for Carroll County, ORDERED that the original Deed of Trust filed in these proceedings be replaced by a conformed copy, and the original Deed of Trust returned to the Petitioners to be forwarded to the Veterans Administration as substituted Purchaser to be used by it as may be required.

Lloyd L. Simpson

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAR 3 9 25 AM '77
CLERK

25X 32X 25X

VINCENT COLETTI et al	*	IN THE
Trustees	*	CIRCUIT COURT FOR
vs.		CARROLL COUNTY
CHARLES P. MYERS and	*	IN EQUITY 14219/26/276
ROSEMARY L. MYERS, his wife		

*****

PETITION FOR ALLOWANCE OF
COUNSEL FEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Covahey and Boozer, Attorneys for the Trustees, respectfully represents:

1. That on the 31st day of August, 1976, Covahey and Boozer, as attorneys forthe above captioned Trustees, requested that suit in foreclosure under a Deed of Trust from Charles P. Myers and wife to the said Trustees dated August 21, 1975 be docketed in this Court.

2. Counsel has acted as attorneys for the Trustees in the above captioned matter from time of the aforesaid docketing of the foreclosure suit and continues to so act at the present time.

3. Counsel has attended to all of the necessary legal requirements in connection with the filing of the suit, preparation of the legal advertisements, and sale of the property conveyed by Deed of Trust, including supervision of the preparation of the Statement of Deed of Trust Debt, Affidavit of Military Service, the Trustees' Report of Sale, procuring and filing of Bond, Affidavit of Purchasers, Petition to Substitute the Veterans Administration as Purchaser, and preparation and conveyance of subject property to the purchaser, and other related legal services.

Filed April 7, 1977

4. The Report of Sale filed in these proceedings reflects thatthe property was sold by the Trustees to Edward C. Covahey, Jr. as Agent for The Lomas & Nettleton Company and the Veterans Administration has been named as Substituted Purchaser, at and for the price of $29,000.00.

5. Said Deed of Trust provides, among other things, that from the proceeds of any sale made pursuant to its terms by the Trustees, the latter shall first pay all costs, charges and expenses, including all attorneys and other fees and costs.

6. Your Petitioners believe and therefore aver that a reasonable counsel fee for legal services rendered to the Trustees in this matter is $250.00.

WHEREFORE, your Petitioners pray that this Court pass an Order directing the auditor, in his accounting to this Court in this proceeding, to allow Covahey and Boozer, F. Vernon Boozer, a reasonable attorneys fee, to wit$250.00.

Respectfully submitted,

F. Vernon Boozer

Covahey and Boozer
F. Vernon Boozer
614 Bosley Avenue
Towson, Md. 21204
828-9441

LIBER 92 PAGE 486

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

APR 13 9 02 AM '77

CLERK

Legal Notice

IN THE
CIRCUIT COURT FOR
CARROLL COUNTY
IN EQUITY
Case No. 14219-26-276
VINCENT COLETTI et al
Trustees
vs.
CHARLES F. MYERS, et ux
ORDER NISI

Upon the foregoing Report of Sale and Affidavit, it is ORDERED, this 17th day of February, 1977, by the Circuit Court for Carroll County, that the sale made and reported by Vincent Coletti and G. Lee Mulder, Trustees, by Edward C. Covahey, Jr., Covahey & Boozer, their attorney, for the sale of the property described in the proceedings in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 17th day of March, 1977 provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, once in each of three successive weeks before the 10th day of March, 1977.

The report states the amount of the sale to be $29,000.00.

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

No. 0345

Office of The Carroll County Times

Westminster, Md., 3/9 *19* 77

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 9 *day of* March *19* 77, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C. L. Sheppard

VINCENT COLETTI and G. LEE MULDER, Trustees	*	IN THE
		CIRCUIT COURT FOR
vs.	*	CARROLL COUNTY
CHARLES P. MYERS and ROSEMARY L. MYERS, his wife	*	IN EQUITY 14219/26/276

*****

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Carroll County, this day of March, 1977, that the sale made by Vincent Coletti and G. Lee Mulder, Trustees, for the sale of the real estate described in the proceedings in the above entitled cause, and reported by said Trustees to this Court on the 12th day of April, 1977, 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 that the Trustees be allowed the usual commissions and all proper expenses for which they shall produce vouchers to the Auditor.

E. D. Weant Jr.
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
APR 14 9 31 AM '77
CLERK

VINCENT COLETTI et al Trustees	*	IN THE
vs.	*	CIRCUIT COURT FOR
CHARLES P. MYERS et ux	*	CARROLL COUNTY
	*	IN EQUITY 14219/26/276

******

ORDER

Upon the foregoing Petition, it is, this 2nd day of June, 1977, by the Circuit Court for Carroll County,

ORDERED, that the auditor, in his accounting to this Court in the above captioned proceedings, allow Covahey and Boozer, as attorneys for the Trustees herein, attorneys fee in the amount of $ 250.00.

C. Ellsworth Wantz, Jr.
Judge

RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD.
JUN 2 12 07 PM '77
RWB
CLERK

VINCENT COLETTI et al Trustees	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR CARROLL COUNTY
CHARLES P. MYERS et ux	*	IN EQUITY
	*	14219/26/276

*****

AMENDED
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Lomas & Nettleton Company

under the ~~mortgage~~ Deed of Trust from Charles P. Myers and Rosemary L. Myers, his wife,

to Vincent Coletti and G. Lee Mulder, Trustees,

dated the 21st day of August, 1975 and recorded among the Land Records of Carroll County in Liber CCC No. 601 folio 326.

Principal amount of Mortgage debt	$43,500.00
Paid on principal	79.75
Balance due on mortgage indebtedness	$43,420.25
Interest from 9/1/75 to 2/4/77 $10.25 da	4,428.00
Late charges -13 mos. @15.48	201.24
Deficit escrow account	90.86
Total due as of 2/4/76	$48,140.35

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT.

I HEREBY CERTIFY that on this 12th day of May, 1977 before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared F. Vernon Boozer, Covahey & Boozer, Attys. for Trustees herein, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Notary Public

My comm. exp. 7/1/78

VINCENT COLETTI and G. LEE MULDER, Trustees vs. CHARLES P. MYERS and ROSEMARY L. MYERS, his wife	I I I I I I I	No. 14219 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated March, 1977, and filed in this cause, he has stated the within account.

He has charged the Trustees ---------- with all the money in their hands as shown by the proceedings had in this cause and he has allowed the Trustees. their ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to The Lomas and Nettleton Company in partial liquidation of its amended mortgage claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Fitzhugh
Auditor

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUN 10 9 09 AM '77
Clerk

In the matter of the mortgaged real estate of Charles P. Myers and Rosemary L. Myers, his wife, Mortgagors, in account with Vincent Coletti and G. Lee Mulder, Trustees.

D E B I T

Amount received from sale of real estate, as shown by Report of Sale filed on February 17, 1977	$ 29,000.00
Amount received as tax adj. for 1976/77 real estate taxes	$ 196.60
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 29,196.60

C R E D I T

1. To Vincent Coletti and G. Lee Mulder, Trustees, for commissions	$ 290.00		
2. To All Insurance Resource, for premium on bond	$ 180.00		
3. To The Evening Sun, for advertising sale	$ 178.50		
4. To The Daily Record, for advertising sale	$ 84.96		
5. To Jervis S. Marshall, for auctioneering sale	$ 100.00		
6. To Landmark Community Newspapers of Md., Inc., for Nisi on Sale	$ 17.00		
7. To Messrs. Covahey & Boozer, for attorneys' fee as provided by Order of Court dated June 2, 1977	$ 250.00		
COURT COSTS AS TAXED BY THE CLERK:			
Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (photo copies)	$ 1.50		
Clerk (Recording)	$ 54.00		
Auditor	$ 90.00		
Copies of Audit (3)	$ 4.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices (4)	$ .60		
Filing Vouchers (10)	$ 2.50	$ 215.10	$ 1,315.56
BALANCE			$ 27,881.04

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: The Lomas and Nettleton Company, its amended mortgage claim filed on May 13, 1977, said sum including interest to date of sale, as per attorneys for Trustees ---------- $ 48,140.35

ABOVE BALANCE ---------- $ 27,881.04

DEFICIT ---------- $ 20,259.31

NOTE: The commission allowed is in accordance with Deed of Trust filed in these proceedings.

VINCENT COLETTI and G. LEE MULDER, Trustees	I	No. 14219 Equity.
vs.	I	In the
CHARLES P. MYERS and ROSEMARY L. MYERS, his wife	I	Circuit Court for Carroll County.

ORDERED, this 10th day of June in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 27th day of June, 1977. ~~xprovidedxxcopyxofthisxorderxbe insertedxforxtwoxsuccessivexweeksxbeforethelastnamedxdayinxxxxxxxx paperxpublishedinxCarrollxCountyx~~

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD. JUN 10 1977
Alice Shipley CLERK

ORDERED, this 1st day of July, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~xxshownxbyxthex precedingxorderxnisi~~ and the Trustees are ----------hereby authorized to pay out the trust funds accordingly.

Charles C. Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD. JUL 1 10 15 AM '77
Alice Shipley CLERK

0-x

No. 14372 Docket 27 Folio 53

CIRCUIT COURT FOR CARROLL COUNTY

DAVIS
D & D

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

VS

RAYMOND L. CRAFT
AND
PAULA G. CRAFT, HIS WIFE

LIBER 92 PAGE 494

DATE	CLERK'S MEMORANDUM	NO.
11-30-76	Bill to Foreclosure Real Estate Mortgage, Original Purchase Money Mortgage, Statement of Mortgage Debt and Non Military Service Affidavit fd.	
2-25-77	Attorneys Bond approved and filed. Same day Affidavit fd.	
3-3-77	Attorneys Report of Sale and Agreement of Sale fd.	
3-7-77	Order Nisi of Publication of Sale fd. Copy mailed to Carroll County Times and copy delivered to Atty.	
4-11-77	Printers Certificate of Publication of Order Nisi on Sale fd.	
4-12-77	Order of Court ratifying Sale fd. Record of Proceedings delivered to Auditor.	
6-9-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	
7-26-77	Order finally ratifying Audit fd.	

LIBER 92 PAGE 495

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. RAYMOND L. CRAFT and PAULA G. CRAFT, his wife Pleasant Valley Road Westminster, Maryland 21157 Defendants.	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 14372 Docket 27 / 53

* *

BILL TO FORECLOSE REAL ESTATE MORTGAGE

MR. CLERK:

Please docket the above-entitled case, file original Mortgage from Raymond L. Craft and Paula G. Craft, his wife, Mortgagors, to Donald J. Brancato and Mary C. Brancato, his wife, Mortgagees, dated March 22, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 619, Folio 256, etc.

This Mortgage is in the original principal amount of $9,500.00 and the principal amount due under said Mortgage as of November 8, 1976, is $9,500.00 plus interest at ten per cent (10%) per annum from March 22, 1976.

This Mortgage is in default because of the failure of the Mortgagors to pay monthly installments of principal and interest due under the terms of said Mortgage.

Please also file Statement of Mortgage Debt and Nonmilitary Service Affidavit.

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

127 East Main Street
Westminster, Maryland 21157
848-3333/876-2117

Nov 30 3 00 PM '76

LIBER 619 PAGE 256
LIBER 92 PAGE 496

MORTGAGE

PURCHASE MONEY
THIS MORTGAGE, made this 22nd day of March in the year nineteen hundred and seventy-six, by and between RAYMOND L. CRAFT and PAULA G. CRAFT, his wife, of Carroll County in the State of Maryland, ----------

hereinafter termed "Mortgagor," and DONALD J. BRANCATO and MARY C. BRANCATO, his wife, of Carroll County in the State of Maryland, ----------

MAR 23-76 * 21742 *****11.50
MAR 23-76 A 21742 *****11.50

hereinafter termed "Mortgagee".

WHEREAS, the Mortgagors are justly indebted unto the Mortgagees in the full sum of NINE THOUSAND FIVE HUNDRED DOLLARS ($9,500.00), together with interest to accrue thereon, or on so much thereof as may from time to time remain unpaid, at the rate of ten per cent (10%) per annum, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagees their joint and several promissory note of even date herewith which principal sum and interest the said Mortgagors hereby covenant and agree to pay unto the said Mortgagees in One hundred eighty (180) consecutive monthly installments of ONE HUNDRED TWO DOLLARS AND NINE CENTS ($102.09) each, payable on the 22nd day of each and every month, commencing on the 22nd day of April, 1976, to and including the 22nd day of March, 1991, each installment when paid to be applied first to the payment of interest accrued on the unpaid principal sum and second, the residue thereof to the principal; and WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest and of any renewals or extensions thereof should be secured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar ($1.00) the said Raymond L. Craft and Paula G. Craft, his wife, Mortgagors, do grant and convey unto Donald J. Brancato and Mary C. Brancato, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, all those three lots or parcels of land, situate, lying and being on the south side of the Pleasant Valley Road in the Seventh Election District of Carroll County, Maryland, which are described as follows:

FIRST PARCEL: all that lot or parcel of land, containing 1.0330 acres of land, more or less, which by Deed dated October 10, 1972 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 525, Folio 97, etc., was granted and conveyed by the within Mortgagees unto the within Mortgagors.

SECOND PARCEL: both those two lots or parcels of land, containing 1.0511 acres of land, more or less, and 1.6041 acres of land, more or less, respectively, and BEING BOTH those same two lots or parcels of land which, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Carroll County immediately prior hereto, were granted and conveyed by the within Mortgagees unto the within Mortgagors.

SHOULD the title to the within mortgaged property be acquired by any person or corporation other than the Mortgagors, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the Mortgagees' written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the Mortgagees.

A late charge of Two Dollars ($2.00) or one-twentieth (1/20) of the total amount of any delinquent or late periodic installment of delinquent principal or interest, whichever is greater, will be made after any delinquency over 15 days.

PROVIDED, however, that the privilege is reserved to the said Mortgagor to pay this debt in whole or in part at any time or times prior to maturity, without penalty or premium, payments as aforesaid to be applied to the reduction of said principal sum, and interest to be charged thereafter only on the unpaid balance.

PROVIDED, that should the Mortgagee, in case of any default by the Mortgagor, pay any taxes, assessments, levies, charges, or any liens whatsoever affecting the mortgaged property, or insurance premiums or for care of the mortgaged property, such payments shall, with interest thereon, and to the extent allowed by law, become part of the mortgage debt hereby secured and be recoverable hereunder.

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 convenants or conditions of this Mortgage, then the whole mortgage debt hereby secured at the option of the said Mortgagee shall be deemed due and payable forthwith, interest thereafter to be charged at the maximum legal rate, and any failure on the part of the Mortgagee to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including any growing crops whatsoever sown on said premises during the existence of this Mortgage.

TO HAVE AND TO HOLD the aforesaid parcel(s) of land, with the improvements and appurtenances aforesaid, unto and to the proper use and benefit of Donald J. Brancato and Mary C. Brancato, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs ---------- and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor shall well and truly pay, or cause to be paid, the aforesaid debt or principal sum hereby secured 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 said Mortgagor's 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, or WILLIAM B. DULANY and/or JAMES WILLARD DAVIS, the duly authorized Attorneys or Agents of the said Mortgagee, 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 $ 200 ---.00 and a commission to the party making the sale of said property equal to the commissions 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 hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, or to such other party as may be entitled to the same.

AND the said Mortgagor 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 him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half 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 does hereby covenant to pay, and the said Mortgagee, or WILLIAM B. DULANY and/or JAMES WILLARD DAVIS, said Mortgagee's Attorneys, 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 Mortgagor 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 Mortgagor covenants to pay when legally payable.

AND it is agreed that, if at any time all or any portion of the property hereby mortgaged shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation arranged or awarded, or such part thereof as the Mortgagee shall elect to receive, shall be paid directly to said Mortgagee, and applied on the indebtedness hereby secured.

AND the said Mortgagor covenants that he will not cut or remove timber or sod from the premises hereby mortgaged, or in any manner commit waste on or upon the property hereby mortgaged or any improvements thereon during the existence of this Mortgage without the prior approval of Mortgagee, and that he will keep and maintain said property and improvements thereon in at least as good a state of repair as they were in on the date of execution of this Mortgage.

AND the said Mortgagor further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the same amount at least as the original principal sum loaned as aforesaid under this Mortgage, or to the extent that there are insurable improvements on said property, if of less value than the aforesaid amount, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other destruction, to inure to the benefit of the said Mortgagee to the extent of said Mortgagee's lien or claim hereunder

WHENEVER herein used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders. Whenever herein used, the terms, "Mortgagor" and Mortgagee", shall include the respective heirs, executors, administrators, personal representatives, successors and assigns of the party or parties so designated.

AS WITNESS the execution hereof under seal.

WITNESS:

James Willard Dean — Raymond L Craft (SEAL)
RAYMOND L. CRAFT

James Willard Dean — Paula G. Craft (SEAL)
PAULA G. CRAFT

STATE OF MARYLAND, COUNTY OF CARROLL ------------ , ss:

I HEREBY CERTIFY, that on this 22nd day of ~~February~~ March in the year one thousand nine hundred and seventy-six , before me a Notary Public of the State of Maryland, in and for Carroll County ------------aforesaid, personally appeared RAYMOND L. CRAFT and PAULA G. CRAFT, his wife, --

the Mortgagor(s) named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared DONALD J. BRANCATO and MARY C. BRANCATO, his wife, ----------------------------- ~~and duly authorized officer, agent~~

~~or~~ the within Mortgagee(s), 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, XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

JAMES WILLARD DAVIS NOTARY PUBLIC CARROLL CO., MD

James Willard Dean, Notary Public

REC'D. FOR RECORD March 23 19 76 AT 2:31 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE 127 East Main Street Westminster, Maryland 21157 Plaintiff vs. RAYMOND L. CRAFT and PAULA G. CRAFT, his wife Pleasant Valley Road Westminster, Maryland 21157 Defendants.	* * * * * * * * * * *	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. _____ Docket _____/_____

* *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Debt of Raymond L. Craft and Paula G. Craft, his wife, due James Willard Davis, Attorney Named in Mortgage, on account of original mortgage obligation of the said Raymond L. Craft and Paula G. Craft, his wife, dated March 22, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 619, Folio 256, etc. Said Mortgage is in the original principal amount of $9,500.00, with interest at the rate of ten per cent (10%) per annum, payable in 180 consecutive monthly installments of $102.09 each, payable on the 22nd day of each and every month, commencing on the 22nd day of April, 1976, to and including the 22nd day of March, 1991.

Raymond L. Craft and
Paula G. Craft, his wife
Pleasant Valley Road
Westminster, Maryland 21157

November 8, 1976

Original Amount of Mortgage Loan	$ 9,500.00
Paid on Balance	00.00
Balance of Principal Due	$ 9,500.00
Interest at 10% from March 22, 1976, through November 8, 1976	599.03
Total Balance Principal and Interest Due	$10,099.03

Donald J. Brancato
DONALD J. BRANCATO

Mary C. Brancato
MARY C. BRANCATO

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 30th day of November, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DONALD J. BRANCATO and MARY C. BRANCATO, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument 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 by James Willard Davis, Attorney Named in Mortgage, in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Donna B. Yelton NOTARY PUBLIC Carroll County, Maryland

Donna B. Yelton
Notary Public

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE 127 East Main Street Westminster, Maryland 21157	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY
Plaintiff	*	
vs.	*	
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife Pleasant Valley Road Westminster, Maryland 21157	*	Equity No. _____ Docket _____/_____
Defendants.	*	

* *

NONMILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 30th day of November, 1976, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared James Willard Davis, Attorney Named in Mortgage, who 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. That the Defendants are not in the military service of the United States of America.

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

3. That the Defendants have not been ordered to report for induction under the Selective Training and Service Act or any successor act or acts amendatory thereof.

4. That the Defendants are not members of the enlisted reserve corps who have been ordered to report for military service.

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State and County aforesaid, this 30th day of November, 1976.

Donna B. Yeiton
Notary Public

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14372
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife	*	Docket 27/53
Defendants.	*	

* *

AFFIDAVIT

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

On February 15, 1977, the undersigned, in compliance with Rule W74 a 2(b) of the Maryland Rules of Procedure, mailed by Registered Mail, Return Receipt Requested, as well as by regular mail the attached notice of the time, place and terms of the sale of the property on Pleasant Valley Road, in the Seventh Election District of Carroll County, Maryland, to Mr. and Mrs. Raymond L. Craft, at their last known address, namely, Pleasant Valley Road, Westminster, Maryland 21157. The return receipt in connection with the notice mailed by registered mail was returned to the undersigned showing receipt on February 23, 1977, by Paula G. Craft.

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for the County and State aforesaid this 25th day of February, 1977.

Donna B. Yelton
NOTARY PUBLIC
Carroll County, Maryland

Donna B. Yelton
Notary Public

Filed Feb 25, 1977

LIBER 92 PAGE 503

DULANY AND DAVIS
ATTORNEYS AT LAW
127 EAST MAIN ST.-BOX 525
WESTMINSTER, MARYLAND
21157

WILLIAM B. DULANY
JAMES WILLARD DAVIS
ROBERT K. PARKER
WILLIAM R. MACDONALD
JEFFREY D. SCOTT
ROBERT H. LENNON

WESTMINSTER 848-3333
BALTO LINE 876-2117

February 15, 1977

FILE NO. 7355-76

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. & Mrs. Raymond L. Craft
Pleasant Valley Road
Westminster, Maryland 21157

Re: Davis vs. Craft

Dear Mr. & Mrs. Craft:

Pursuant to Rule W74 a 2(b) of the Maryland Rules of Procedure, you are hereby advised that your property on Pleasant Valley Road, Westminster, Maryland, will be offered for sale on the premises at 11:30 a.m. on Saturday, February 26, 1977.

The terms of the sale are as follows:

A cash deposit of $3,000.00 will be required of purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Carroll County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rent, 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, County and State transfer taxes to be paid by purchaser.

Very truly yours,

DULANY and DAVIS

James Willard Davis

COPY

PS Form 3811, Mar. 1976 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☒ Show to whom and date delivered..... 15¢
- ☐ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO: Raymond L. Craft

3. ARTICLE DESCRIPTION:
REGISTERED NO. 3472 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☑ Authorized agent
Paula G. Craft

4. DATE OF DELIVERY — POSTMARK: WESTMINSTER, MD FEB 23 1977 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

☆ GOP: 1976—O-203-456

REGISTERED NO. 3472

Value $ 100.00	Special Delivery $
Reg. Fee $ 5.10	Return Receipt $ .25
Handling Charge $	Restricted Delivery $
Postage $ .13	☐ AIRMAIL

POSTMASTER (By) — POSTMARK OF MAILING OFFICE: WESTMINSTER, MD FEB 16 1977 U.S.C. 248

FROM Dulany and Davis, 127 East Main St. 21157

TO Mr. & Mrs. Raymond L. Craft, Pleasant Valley Road 21157

☆ G.P.O.:1974—563-209

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14372
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife	*	Docket 27/53
Defendants.	*	

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Public Sale and Petition for Ratification of James Willard Davis, Attorney Named in Mortgage, respectfully represents unto Your Honor:

That pursuant to the power of sale contained in the Mortgage of Raymond L. Craft and Paula G. Craft, his wife, to Donald J. Brancato and Mary C. Brancato, his wife, dated March 22, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 619, Folio 256, etc., default having occurred therein, the said James Willard Davis, Attorney Named in Mortgage, after having complied with all prerequisites as required by said Mortgage and by law in authorizing said sale, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Carroll County Times, a weekly newspaper published in Carroll County, at least once each week for three successive weeks, the first such publication not less than twenty days prior to said sale, and the last such publication not more than one week prior to said sale, to wit, on each of the 4th, 11th, 18th and 25th days of February, 1977, said James Willard Davis, Attorney Named in Mortgage, did, pursuant to said notice, attend on the premises, on the 26th day of February, 1977, at 11:30 o'clock a.m., and then and there proceeded to sell the said property in manner following, that is to say: --

The said Attorney Named in Mortgage offered at public sale, to the highest bidder, all that property described in the aforesaid Mortgage of Raymond L. Craft and Paula G. Craft,

Filed March 3, 1977

his wife, to Donald J. Brancato and Mary C. Brancato, his wife, being the same property described in a Deed of Donald J. Brancato, et al., to Raymond L. Craft and Paula G. Craft, his wife, dated October 10, 1972, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 525, Folio 97, etc., and in a Deed of Donald J. Brancato, et al., to Raymond L. Craft and Paula G. Craft, his wife, dated March 22, 1976, and recorded among said Land Records in Liber C.C.C. No. 619, Folio 253, etc.; SUBJECT, HOWEVER, to the legal operation and effect of the following: (1) Mortgage of Raymond L. Craft and Paula G. Craft, his wife, to the Farmers Home Administration, dated October 10, 1972, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 525, Folio 101, etc., in the amount (including interest to date of sale) of $22,782.35 with interest accruing from date of sale at the rate of $4.1917 per day; and (2) Judgment of Investors Loan Corporation, recorded in District Court Docket 1, Page 87, in the amount of $665.16 (including interest to date of sale) with interest accruing from date of sale at the rate of 18% per year.

The above property was sold to William V. Creager and Mary L. Creager, his wife, for the sum of FOURTEEN THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS and FORTY-NINE CENTS ($14,452.49), subject to the aforementioned Mortgage and Judgment [that is, for THIRTY-SEVEN THOUSAND NINE HUNDRED DOLLARS ($37,900.00) including the balance due under said Mortgage and Judgment as of the date and time of sale], they being then and there, and at that price, the highest bidders, and they having paid a deposit of THREE THOUSAND DOLLARS ($3,000.00) and having agreed to pay the full cash balance therefor upon ratification of said sale by This Court, and the said Attorney Named in Mortgage further reports that the said property was fairly sold for the most money which he could obtain for the same to the persons herein named, and prays that This Court may ratify the said sale. Copy of Agreement of Sale and Purchasers' Affidavit pursuant to Rule BR6-3 is attached hereto.

All of which is respectfully represented.

JAMES WILLARD DAVIS,
Attorney Named in Mortgage

127 East Main Street
Westminster, Md. 21157
848-3333

March 2, 1977

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 2nd day of March, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll aforesaid, personally appeared JAMES WILLARD DAVIS, Attorney Named in Mortgage, and made oath in due form of law that the matters and facts set forth in the above Report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Donna B. Yelton
NOTARY
PUBLIC
Carroll County, Maryland

Donna B. Yelton
Notary Public

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14372
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife	*	Docket 27/53
Defendants.	*	

* *

AGREEMENT OF SALE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

THIS IS TO CONFIRM that the undersigned Buyer(s) has/have this 26th day of February, 1977, purchased at public auction from James Willard Davis, Attorney Named in Mortgage, all those three contiguous lots or parcels of land, situate, lying and being on the southwest side of the Pleasant Valley Road, in the Seventh Election District of Carroll County, Maryland, the first parcel containing 1.0330 acres of land, more or less, and being all that same lot or parcel of land which, by Deed dated October 10, 1972, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 525, Folio 97, etc., was granted and conveyed by Donald J. Brancato, et al., unto Raymond L. Craft and Paula G. Craft, his wife; and both those two lots or parcels of land designated as Parcel One (containing 1.0511 acres of land, more or less) and Parcel Two (containing 1.6041 acres of land, more or less) which by Deed dated March 22, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 619, Folio 253, etc., were granted and conveyed by Donald J. Brancato, et al., unto Raymond L. Craft and Paula G. Craft, his wife; SUBJECT, HOWEVER, to a road widening strip as noted in said Deed and SUBJECT ALSO to restriction on building as set forth in said Deed; containing, in the aggregate, 3.6882 acres of land, more or less; SUBJECT, HOWEVER, to the legal operation and effect of the following: (1) Mortgage to the Farmers Home Administration in the amount of $22,782.35 with interest accruing after this date at the rate of $4.1917 per day, and (2) Judgment of Investors Loan Corporation, recorded in District Court Docket 1, Page 87, in the amount of $665.16 with interest accruing after this date at the rate of 18% per year; at and for the sum of FOURTEEN THOUSAND FOUR HUNDRED FIFTY TWO DOLLARS AND 49¢ ($14,452.49) of which THREE THOUSAND DOLLARS ($3,000.00) has been paid at the date of signing hereof, the balance to be paid in cash upon final ratification of sale by the Circuit Court for Carroll County; interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes and other expenses to be adjusted to date of sale, cost of documentary stamps, transfer tax and other settlement expenses at the cost of Buyer.

The undersigned Buyer(s) hereby certified:

1. That they ~~was~~/were the purchaser(s) of the said real estate as described above at public sale held this date acting as a principal/agent for themselves and not as an agent for anyone else.

2. That no other parties have an interest as principals in the purchase.

3. That they did not directly or indirectly discourage anyone from bidding on the property.

AS WITNESS the hand(s) and seal(s) of the said parties.

WITNESS:

Mary H Conover

Mary H Conover

William A. Creager (SEAL)
Buyer

Mary L. Creager (SEAL)
Buyer

Address:
2122 Uniontown Rd
PO Box 843
Westminster, Md

James Willard Davis

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN MORTGAGE

SUBSCRIBED AND SWORN TO before me this 26th day of February, 1977.

Mary H Conover
Notary Public

LIBER 92 PAGE 509

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14372
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife	*	Docket 27/53
Defendants.	*	

* *

ORDER NISI

ORDERED, by the Circuit Court for Carroll County this 7th day of March, 1977, that the sale of the property mentioned in these proceedings, made and reported by James Willard Davis, Attorney Named in Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 30th day of March, 1977, provided a copy of this Order be inserted in some newspaper published in this County, once in each of three successive weeks, before the 23rd day of March, 1977.

THE REPORT OF SALE states the amount of the sale to be $14,452.49, subject, however, to the following: (1) Mortgage to the Farmers Home Administration with a balance on the date of sale of $22,782.35; and (2) Judgment of Investors Loan Corporation with a balance on the date of sale of $665.16.

Charles C Conaway
CHARLES C. CONAWAY, CLERK

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
MAR 7 10 33 AM '77
A L Kelly
CLERK

Publish 8th, 15th + 22nd March

JAMES WILLARD DAVIS, ATTORNEY NAMED IN MORTGAGE	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	CARROLL COUNTY
vs.	*	Equity No. 14372
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife	*	Docket 27/53
Defendants.	*	

* *

ORDER OF RATIFICATION

ORDERED this 12th day of April, 1977, that the sale of real estate made and reported to this Court by JAMES WILLARD DAVIS, Attorney Named in Mortgage, on the 3rd day of March, 1977, be and it is hereby ratified and confirmed, no cause having been shown to the contrary, although due notice appears to have been given as required in said Order Nisi, and the papers and proceedings in the cause are hereby directed to be referred to an Auditor of This Court to state an Account of the Trust Fund in which he shall allow the Attorney Named in Mortgage the usual commissions, and his expenses, for which the Attorney Named in Mortgage shall produce proper vouchers.

E. O. WEANT, JR., Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

APR 12 1 24 PM '77

Lucy Shipley
CLERK

LIBER 92 PAGE 511

Legal Notice

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY

Equity No. 14372
Docket 27-53

JAMES WILLARD DAVIS,
ATTORNEY NAMED IN
MORTGAGE

Plaintiff
vs.
Defendants

RAYMOND L. CRAFT and
PAULA G. CRAFT, his wife

ORDER NISI

Ordered, by the Circuit Court for Carroll County this 7th day of March, 1977, that the sale of the property mentioned in these proceedings, made and reported by James Willard Davis, Attorney Named in Mortgage, be ratified and confirmed unless cause to the contrary be shown on or beofre the 30th day of March, 1977, provided a copy of this Order be inserted in some newspaper published in this County, once in each of three successive weeks, before the 23rd day of March, 1977.

THE REPORT OF SALE states the amount of the sale to be $14,452.49, subject, however, to the following: (1) Mortgage to the Farmers Home Administration with a balance on the date of sale of $22,782.35; and (2) Judgment of Investors Load Corporation with a balance on the date of sale of $665.16.

No. 0371

Office of The Carroll County Times

Westminster, Md., 3/21 *19* 77

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 21 *day of* March *19* 77*, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C L Shepperd

JAMES WILLARD DAVIS, Attorney named in mortgage Plaintiff vs. RAYMOND L. CRAFT and PAULA G. CRAFT, his wife Defendants	I	No. 14372 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated April 12, 1977, and filed in this cause, he has stated the within account.

He has charged the Attorney named in mortgage with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Attorney named in mortgage his ----commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to ~~the~~ Donald J. Brancato and Mary C. Brancato, his wife, in full liquidation of their mortgage claim; to Farmers Home Administration in full liquidation of its First Mortgage Lien; to Investors ***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Fielden Richardson
Auditor

*** Loan Corporation in full liquidation of its judgment lien; and the balance to Raymond L. Craft and Paula G. Craft, his wife, Mortgagors.

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 9 9 06 AM '77
C. P. Kelly
CLERK

In the Matter of the mortgaged real estate of Raymond L. Craft and Paula G. Craft, his wife, in account with James Willard Davis, Attorney named in mortgage.

D E B I T

Amount received from sale of real estate, as shown by Report of Sale filed on March 3, 1977	$ 37,900.00
Amount received as interest on balance of purchase price from date of sale through April 13, 1977	$ 263.90
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 38,163.90

C R E D I T

1.	To James Willard Davis, Attorney named in mortgage, for commissions	$ 2,045.00
2.	T. R. O'Farrell, Inc., for premium on bond	$ 40.00
3.	To Landmark Community Newspapers of Maryland, Inc., for advertising sale	$ 174.80
4.	To T. R. O'Farrell Auction Co., Inc., for auctioneer's fee	$ 379.00
5.	To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale	$ 17.00
6.	To D. B. Yelton, for Notary fees	$ 3.00
7.	To Dulany and Davis, Attorneys, for sending Registered mail	$ 4.71
8.	To Tax Collector of Carroll County, for 1976/77 tax adj.	$ 100.55
9.	To Clerk of Court, for recording release of Brancato mortgage	$ 6.50
10.	To Clerk of Court, for recording release of Farmers Home Administration mortgage	$ 5.50
11.	To Clerk of Court, for filing release of Investors Loan Corporation judgment	$ 2.00
12.	To Dulany and Davis, for Attorneys' fees as provided in mortgage	$ 200.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (Recording)	$ 39.00		
Auditor	$ 90.00		
Copy of Audit	$ 1.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices (3)	$ .45		
Filing Vouchers (8)	$ 2.00	$ 194.95	$ 3,173.01

BALANCE ---------- $ 34,990.89

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Donald J. Brancato and Mary C. Brancato, his wife, their mortgage claim filed on November 30, 1976	$ 10,099.03	
Interest from November 9, 1976, to date of Audit	$ 554.12	$ 10,653.15

BALANCE ---------- $ 24,337.74

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Farmers Home Administration, its First Mortgage lien, as shown in Report of Sale, Order Nisi, and Memorandum to Auditor ---------- $ 23,180.56

BALANCE ---------- $ 1,157.18

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Investors Loan Corporation, its judgment lien as shown in Report of Sale, Order Nisi, and Memorandum to Auditor ---------- $ 699.00

BALANCE ---------- $ 458.18

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Raymond L. Craft and Paula G. Craft, his wife, Mortgagors, the above balance -------- $ 458.18

BALANCE ---------- $ - 0 -

JAMES WILLARD DAVIS, Attorney named in mortgage	I	No. 14372 Equity.
Plaintiff	I	In the
vs.	I	Circuit Court
RAYMOND L. CRAFT and PAULA G. CRAFT, his wife	I	for
Defendants	I	Carroll County.

ORDERED, this 9th day of June in the year Nineteen Hundred and ~~Sixty~~XX Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 24th day of June, 1977. ~~xxprovidedxaxcopyxofxthisxorderxbe insertedxforxtwoxsuccessivexweeksxbeforexthexlastxnamedxdayxinxsomexnewsx paperxpublishedxinxCarrollxCountyx~~

Filed June 9, 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 26th day of July, in the year Nineteen Hundred and ~~Sixty~~XX Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~asxshownxbyxthe precedingxorderxxixi~~ and the Attorney named in mortgage is hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUL 26 4 04 PM '77
L W Shipley
CLERK

O-X

No. 14525 Docket 27 Folio 129

CIRCUIT COURT FOR CARROLL COUNTY

HALL

C. ROGERS HALL, JR.
ASSIGNEE OF MORTGAGEE

VS

WAYNE L. MILLER SR
AND
FREDA R. MILLER, HIS WIFE

LIBER 92 PAGE 516

DATE	CLERK'S MEMORANDUM	NO.
3-18-77	Bill to foreclose real estate Mortgage, Original Mortgage Notes (2) Statement and Affidavit of Mortgage claim and Original First Purchase Money Mortgage fd.	
3-21-77	Assignees Bond approved and filed.	
4-26-77	Assignee's Report of Sale fd. Affidavit to Mortgagors and Certificate of Purchase fd. Order Nisi on Sale fd. Copies of Order Nisi mailed to Carroll County Times for publication and delivered to Assignee.	
5-20-77	Petition of United States of America for payment of Mortgage claim fd.	
5-23-77	Order of Court granting Petition to its legal priority fd. Copy (2) of Petition and Order mailed to Petitioners Atty.	
6-2-77	Petition of R.D. Bowman & Sons, Inc for allowance of Judgment claim fd. Same day Order of Court granting Petition fd.	
6-6-77	Printers Certificate of Order Nisi of Publication fd.	
6-7-77	Order of Court ratifying Sale fd. Copies delivered to Plaintiff's Atty. Record of Proceedings delivered to Auditor.	
6-17-77	Petition fro Compensation of Assignee of Mortgagge fd.	
6-20-77	Order of Court granting Petition fd.	
7-14-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	
8-1-77	Order finally ratifying Audit fd.	

C. ROGERS HALL, JR., Assignee of Mortgagee 23 North Center Street Westminster, Maryland 21157 Plaintiff vs. WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife, 3922 Arters Mill Road Westminster, Maryland 21157 Defendants	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity No. 14525 Docket No. 22 Folio No. 129

* * * * * * * * * * *

BILL TO FORECLOSE REAL ESTATE MORTGAGE

MR. CLERK:

Please docket the above entitled cause, file the original mortgage deed from Wayne L. Miller, Sr. and Freda R. Miller, his wife, to Louis J. Nehmsmann, Jr. and John R. Nehmsmann, which mortgage, after default by the mortgagors in payment of principal, interest and other covenants therein set forth, was duly assigned unto C. Rogers Hall, Jr., for the purpose of foreclosure and collection, the said mortgage being dated April 22, 1976 and of record in the Land Records of Carroll County, Maryland, in Liber CCC No. 622, folio 338 &c.; the mortgage note in original principal amount of Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00), payable to Louis J. Nehmsmann, Jr., having been reduced to Ninety-Five Thousand, Nine Hundred Sixty-Nine Dollars and Eighty Cents (95,969.80), with One Thousand, One Hundred Fifty-One Dollars and Sixty-Four Cents ($1,151.64) interest due as of March 18, 1977; the mortgage note in original principal amount of Twenty-Seven Thousand, Five Hundred Dollars ($27,500.00), payable to John R. Nehmsmann, having been reduced to Twenty-Seven Thousand, Sixty-Eight Dollars and Thirty-Four Cents ($27,068.34), with Three Hundred Twenty-Four Dollars and Eighty-One Cents ($324.81) interest due as of March 18, 1977; said original mortgage deed marked "Plaintiff's Exhibit No. 1", said original note to Louis J.

Filed March 18, 1977

Nehmsmann, Jr., marked "Plaintiff's Exhibit No. 2", and said original note to John R. Nehmsmann marked "Plaintiff's Exhibit No. 3". Also file statement of Mortgage Debt, marked "Plaintiff's Exhibit No. 4".

Please file and approve Bond.

C. Rogers Hall, Jr., Assignee of Mortgagee
23 North Center Street
Westminster, Maryland 21157
Phones: 848-6400 876-2080

LIBER 92 PAGE 519

MORTGAGE NOTE

This Note Secured By Purchase Money Mortgage Bearing Even Date Herewith

$97,500.00 April 22, 1976

After date we jointly and severally promise to pay to LOUIS J. NEHMSMANN, JR., or order NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($97,500.00), value received, with interest from date at the rate of 8% per annum, payable in 240 monthly installments of $815.54 each, including interest, the first of said installments being payable one month from the date hereof and the remaining installments being payable successively each month thereafter until the whole debt, principal and interest, has been paid.

In event of default being made in the payment of any installment of principal or interest in accordance with the provisions of this note the whole of the debt shall forthwith, at the option of the payees, or holder thereof, become due and demandable.

Witness our hands and seals this 22nd day of April, 1976.

Wayne L. Miller Sr. (SEAL)
Wayne L. Miller, Sr.

Margaret A. Zeigler
Witness

Freda R. Miller (SEAL)
Freda R. Miller

PLAINTIFF'S EXHIBIT NO. 2

LIBER 92 PAGE 520

MORTGAGE NOTE

This Note Secured By Purchase Money Mortgage Bearing Even Date Herewith

$27,500.00 April 22, 1976

After date we jointly and severally promise to pay to JOHN R. NEHMSMANN, or order TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($27,500.00), value received, with interest from date at the rate of 8% per annum, payable in 240 monthly installments of $230.03 each, including interest, the first of said installments being payable one month from the date hereof and the remaining installments being payable successively each month thereafter until the whole debt, principal and interest, has been paid.

In event of default being made in the payment of any installment of principal or interest in accordance withthe provisions of this note the whole of the debt shall forthwith, at the option of the payees, or holder thereof, become due and demandable.

Witness our hands and seals this 22nd day of April, 1976.

Wayne L. Miller Sr. (SEAL)
Wayne L. Miller, Sr.

Margaret A. Zinglisy
Witness

Freda R. Miller (SEAL)
Freda R. Miller

PLAINTIFF'S EXHIBIT NO. 3

C. ROGERS HALL, JR., Assignee of Mortgagee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife	*	CARROLL COUNTY
Defendants		Equity No._____ Docket No._____ Folio No. _____

* * * * * * * * *

STATEMENT AND AFFIDAVIT OF MORTGAGE CLAIM

Indebtedness of Wayne L. Miller, Sr. and Freda R. Miller, his wife, due C. Rogers Hall, Jr., Assignee of Mortgagee, on account of two notes, secured by mortgage, of said Wayne L. Miller, Sr. and Freda R. Miller, his wife, to Louis J. Nehmsmann, Jr. and John R. Nehmsmann, dated April 22, 1976, in original principal amount of One Hundred Twenty-Five Thousand Dollars ($125,000.00), with interest at eight (8%) per cent, which obligation has been in default, is now in default and duly assigned unto the said C. Rogers Hall, Jr., for the purpose of foreclosure and collection.

Principal amount due on $97,500.00 note to Louis J. Nehmsmann, Jr. dated April 22, 1976.	$95,969.80
Interest due as of March 18, 1977	1,151.64
Principal amount due on $27,500.00 note to John R. Nehmsmann dated April 22, 1976	27,068.34
Interest due as of March 18, 1977	324.81
	$124,514.59

C. Rogers Hall, Jr.
Assignee of Mortgagee
23 North Center Street
Westminster, Maryland 21157
Phones: 848-6400 876-2080

PLAINTIFF'S EXHIBIT NO. 4

STATE OF MARYLAND:
to wit:
CARROLL COUNTY:

I Hereby Certify that on this 18th day of March, 1977, before the undersigned Notary Public, in and for the State and County aforesaid, personally appeared John R. Nehmsmann, one of the within Mortgagees, and as Agent for Louis J. Nehmsmann, Jr., Mortgagee, made oath in due form of law that there is justly due and owing on the indebtedness, secured by Mortgage from Wayne L. Miller, Sr. and Freda R. Miller, his wife, dated April 22, 1976 and recorded among the Land Records of Carroll County in Liber CCC No. 622, folio 338 &c., in original principal amount of One Hundred Twenty-Five Thousand Dollars ($125,000.00), the following principal and interest:

Principal amount due on $97,500.00 note to Louis J. Nehmsmann, Jr. dated April 22, 1976	$95,969.80
Interest due as of March 18, 1977	1,151.64
Principal amount due on $27,500.00 note to John R. Nehmsmann dated April 22, 1976	27,068.34
Interest due as of March 18, 1977	324.81
	$124,514.59

Said affiant further made oath that he is authorized to make this affidavit and has personal knowledge of the matters and facts herein set forth.

Margaret A. Bingley
Notary Public
My commission expires: 7/1/78

LIBER 622 PAGE 338
LIBER 92 PAGE 523

14525 Equity

Law Offices
C. ROGERS HALL, JR.
13 N. Court Street
Westminster, Maryland

This First Purchase Money Mortgage, made this 22nd day of April in the year nineteen hundred and seventy-six, between WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife, of Carroll County, State of Maryland, hereinafter sometimes called Mortgagor; and LOUIS J. NEHMSMANN, JR. and JOHN R. NEHMSMANN hereinafter sometimes called the Mortgagee.

APR 22-76 * 24264 *****11.50

APR 22-76 A 24264 *****11.50

WHEREAS, the said Mortgagor stands justly and bona fide indebted unto the Mortgagee, in the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00)----------

and, whereas, the said Mortgagor excuted and delivered for said indebtedness a promissory note, or single bill, bearing even date herewith, payable to the order of each of the Mortgagees, $97,500.00 being payable to Louis J. Nehmsmann, Jr., with interest at the rate of 8% per annum, in 240 months after date, to be amortized in equal monthly installments of $815.54 each, including principal and interest, until the whole debt, principal and interest has been paid; AND $27,500.00 being payable to John R. Nehmsmann, with interest at the rate of 8% per annum, in 240 months after date, to be amortized in equal monthly installments of $230.03 each, including principal and interest, until the whole debt, principal and interest has been paid;

and, whereas, for the purpose of more effectually securing the payment of said indebtedness according to the tenor of the aforesaid promissory note, or single bill, these presents are executed. At any time the principal and interest may be reduced or extinquished without premium or penalty.

A LATE charge of Two Dollars ($2.00) or one-twentieth (1/20th) of the total amount of any delinquent or late periodic installment of delinquent principal or interest, whichever is greater, will be made after any delinquency over fifteen (15) days.

NOW, THEREFORE, this Mortgage witnesseth that for and in consideration of the premises and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, forever in fee simple, the following land:

All those two tracts or parcels of land situate on the West side of Arters Mill Road and on the North side of Mayberry Road, in the Third Election District of Carroll County, Maryland, the first parcel containing 198¼ acres of land, more or less, and the second parcel containing 1¼ acres and 7 square rods of land, more or less; SAVING AND EXCEPTING, therefrom, all that tract or parcel of land containing 16.339 acres, more or less, conveyed unto Vernon E. Beall and Maxine D. Beall, his wife, by deed dated May 5, 1972 from Louis J. Nehmsmann, Jr. and John R. Nehmsmann, and recorded among the Land Records of Carroll County in Liber No. 510, folio 676 &c.; ALSO SAVING AND EXCEPTING, therefrom, AND RESERVING to Louis J. Nehmsmann, Jr., widower, and John R. Nehmsmann, the Grantors herein, all that lot or parcel of ground situate on the north side of Mayberry Road, and described according to a survey by Robert T. Fishpaugh, Registered Land Surveyor No. 6034, dated January 5, 1976, as follows:

BEGINNING for the same at a point in the pavement of Mayberry Road, approximately 4.0 North of the south edge of said Road, and on the 22nd or North 82 3/4° East 76.3 Rod line of a tract of land conveyed unto Louis J. Nehmsmann Jr. and Katherine J. Nehmsmann, his wife, by deed dated Sept. 1, 1960 and recorded among the Land Records for Carroll County in Liber No. 325, folio 272, etc., (more fully described in Liber E.A.S. 216 folio 368), said point being distant South 75° 16' 09" West 126.06 feet from the end of said line, running thence on part of said line reversely and referring all courses to the Maryland State Grid Meridian South 75° 16' 09" West 384.23 feet to a point 2.0 feet more or less south of the center of said paved Road; thence with the three following lines of division now made (1) North 28° 30' 28" west 21.66 feet to a pipe set on the north side of said Road; continuing thence North 28° 30' 28" West 248.57 feet to apipe set; thence (2) North 76° 17' 15" East 285.22 feet to a pipe set; thence (3) South 47° 08' 24" East 280.06 feet to a pipe set on the North side of said Road; continuing thence South 47° 08' 24" East 24.81 feet to the

PLAINTIFF'S EXHIBIT NO. 1

place of beginning. Containing 1.991 Acres of land, more or less.

Containing in the aggregate 181.170 acres of land, more or less, hereby conveyed unto the Mortgagees.

BEING all and the same land conveyed unto the within Mortgagors by deed bearing even date herewith from Louis J. Nehmsmann, Jr. and John R. Nehmsmann and recorded or intended to be recorded immediately prior hereto.

Together with the buildings and improvements thereon, and all and singular the waters, roads and ways as now located and used, rights, privileges and appurtenances thereto belonging or in anywise appertaining; and all crops of every nature and kind and no matter by whom pitched or begun, growing on said property hereby conveyed at the time of the sale of said property in any proceedings wherein the mortgage indebtedness aforesaid is to be collected or paid.

Provided that if the said Mortgagor shall pay to the said Mortgagee the amount of the principal of the aforesaid promissory note or single bill and the interest thereon, according to the tenor thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on said Mortgagor's part to be performed, then this Mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagor may hold and posess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, on said hereby mortgaged property, or any part thereof, which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagor does hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt, or of the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same; or in case of strip or waste of the hereby granted and conveyed property; or in case of default in the performance of any of the agreements, covenants or conditions of this Mortgage on the part of the said Mortgagor, then, and in any such event, the whole of the mortgage debt intended to be secured hereby shall forthwith, at the option of the Mortgagee, become due and demandable; and these presents are hereby declared to be made in trust, and which said Mortgagee or C. ROGERS HALL, JR., the hereby duly constituted attorney, or the agent of the said Mortgagee, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged together with the crops as aforesaid thereon growing at the time of the said sale, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and all costs and expenses incurred, or to be

LIBER 92 PAGE 525

LIBER 622 PAGE 340

incurred, in making such sale a... in the foreclosure proceedings; and to gr... and convey the said property so sold to the purchaser or purchasers thereof, or to his, her, its or their heirs, successors or assigns; and which said sale shall be made after giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper printed in Carroll County, in the State of Maryland; and the proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale including a fee of $2,500.00 and a commission to the party making sale of said property equal to the commissions allowed to trustees to sell real estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity, and all such other counsel fees as the Mortgagee or the attorney above named, may be caused to incur in connection with the foreclosure of this Mortgage; secondly, to the payment of all claims of said Mortgagee under this Mortgage, including interest calculated to statement of audit whether the same shall have then matured or not; and, thirdly, as to the residue, if any, to pay it over to the said Mortgagor or to whomsoever may be entitled to the same.

The Mortgagor hereby covenants to keep all buildings subject hereto in good and substantial repair and not permit nor suffer any waste thereof, nor tear down nor materially change, nor permit to be torn down or materially changed the improvements on the property hereby mortgaged, without the written consent of the Mortgagee.

Should the title to the within mortgaged property be acquired by any person or corporation other than the Mortgagor, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the Mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the Mortgagee.

And the said Mortgagor further covenants to insure forthwith, and pending the existence of this Mortgage to keep insured the improvements in the amount of at least the sum due under the aforesaid promissory note or single bill secured by this Mortgage and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, or other loss to be included by extended coverage insurance and war damage, to inure to the benefit of the Mortgagee to the extent of said Mortgagee's lien or claim hereunder; and in default thereof it shall be lawful for the Mortgagee so to insure said premises, and the premiums paid thereon shall be a lien on the hereby mortgaged property, to be added to the amount secured by these presents, and payable forthwith, with interest; and in case the said Mortgagor shall make default in paying any or all taxes and assessment, public dues and charges of every kind, levied or assessed or to be levied or assessed, on said property hereby mortgaged, and the same shall be paid by the said Mortgagee the amount thereof shall become a lien and be collectible under this instrument in the same manner as is above provided in case of unpaid insurance premiums.

And the said Mortgagor does hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said mortgaged premises, or to be paid in any equity proceedings to which the holder of said Mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said Mortgagor shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said Mortgagee or the attorney above named, and which said Mortgagee or the attorney above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this Mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

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.

In witness whereof the said Mortgagors have affixed their hands and seals the day and year first hereinabove written.

WITNESS:

Margaret A. Fringling

Wayne L. Miller, Sr. (SEAL)
Wayne L. Miller, Sr.

Freda R. Miller (SEAL)
Freda R. Miller

(SEAL)

(SEAL)

State of Maryland, Carroll County, to wit:—

I hereby certify that on this 22nd day of April, in the year one thousand nine hundred and seventy-six, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Wayne L. Miller, Sr. and Freda R. Miller, his wife, the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their respective act and deed.

And at the same time also personally appeared Louis J. Nehmsmann, Jr. and John R. Nehmsmann and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Witness my hand and Notorial Seal the day and year last above written.

MARGARET A. FRINGLING · NOTARY PUBLIC · CARROLL COUNTY, MD.

Margaret A. Fringling
Notary Public.

REC'D. FOR RECORD April 22 1976 AT 2:27 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 92 PAGE 526

Louis J. Nehmsmann, Jr. and John R. Nehmsmann hereby assign the within and foregoing mortgage and the debt secured thereby to C. Rogers Hall, Jr., Attorney at Law, for the purpose of foreclosure.

Witness the hands and seals of the within Mortgagees, this ____ day of 14TH MARCH, 1977.

Louis J. Nehmsmann, Jr. (SEAL)
Louis J. Nehmsmann, Jr.

Mary S. Boardman
Witness

John R. Nehmsmann (SEAL)
John R. Nehmsmann

Margaret A. Yingling
Witness

MORTGAGE

Louis J. Nehmsmann, Jr. and
John R. Nehmsmann Mortgagees
FROM
Wayne L. Miller, Sr. and
Freda R. Miller, his wife Mortgagors

Received for Record April 22, 1974, at 2:22 o'clock P.M. Same day recorded in Liber No. CCC 622, Folio 338, &c., one of the Land Records of Carroll County and examined per INDEXED

Clashell A. Crouthy, Clerk.

Cost of record, $ ____

Law Offices
C. ROGERS HALL, JR.
18 Court Street
Westminster, Maryland

11.50 R.

LIBER 657 PAGE 138

LIBER 657 PAGE 138

Assignment

OF MORTGAGE FROM LOUIS J. NEHMSMANN, JR. et al

TO C. ROGERS HALL, JR. ATTY. AS RECORDED IN

LIBER CCC No. 622 FOLIO 338

MAIL TO Filed in Equity No. 14525

DATE MAILED 4.4.77

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. APR 21 3 52 PM '77

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. APR 22 2 27 PM '16

INDEXED

ASSIGNMENT received for Record Nov. 21, 1977 and same day Recorded and Ex'd. Per Clashell A. Crouthy, Clerk

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. NOV 21 3 52 PM '77

C. ROGERS HALL, JR. Assignee of Mortgagee	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
vs.	*	CARROLL COUNTY
WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife	*	Equity No. 14525 Docket No. 27 Folio No. 129
Defendant		

* * * * * * * *

AFFIDAVIT OF NOTICE TO MORTGAGORS

I, C. Rogers Hall, Jr., Assignee of Mortgagee, do hereby certify that I sent to the Mortgagors and to David L. Johnson, Esquire, attorney for Freda R. Miller, one of the Mortgagors in the above entitled cause, by registered mail and also by first class mail, at the Mortgagors last known address, a notice of the time, place and terms of sale; said notice was sent not earlier than 20 days and not later than 5 days before the date of sale in compliance with Rule W-74, Section a. 2. (c) of the Maryland Rules of Procedure. Filed herewith is a letter dated April 12, 1977 to Mr. Wayne L. Miller, Sr. and Mrs. Freda R. Miller. The registered letters to each individual mortgagor were returned to me and marked "Unclaimed" by the Postal Service. To date, I have not received the first class letter back. I went to the property on April 18, 1977 to see if anyone was still living there and upon knocking on the door, Freda R. Miller came to the door. I inquired if she would have the house open on Saturday, April 23, 1977, the day of the auction sale and she replied there would be no trouble as she wanted to see it bring "as good a price as possible". Mrs. Freda R. Miller was present at the auction at 1:00 o'clock p.m. on Saturday, April 23, 1977. Filed herewith a copy of the letter of notice.

C. Rogers Hall, Jr.
Assignee of Mortgagee

FILED- APRIL 26, 1977

STATE OF MARYLAND:
to wit:
CARROLL COUNTY:

I Hereby certify that on this 25th day of April, 1977, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared C. Rogers Hall, Jr., Assignee of Mortgagee, who made oath in due form of law that the matters and facts contained in the foregoing Affidavit are true and correct.

As Witness my hand and Notarial Seal the day and year last hereinbefore written.

Margaret A. Zyngling
Notary Public
My commission expires: July 1, 1978

C. ROGERS HALL, JR., Assignee of Mortgagee	*	IN THE
		CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	CARROLL COUNTY
WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife,		Equity No. 14525
	*	Docket No. 27
Defendants		Folio No. 129

* * * * * * * *

CERTIFICATE OF PURCHASE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Pursuant to the terms of Public Sale, I/~~we~~ have this 23rd day of April, 1977, purchased from C. Rogers Hall, Jr., Assignee of Mortgagee, the following described real estate at and for the sum of $238,000.00 being the highest bid made thereat, and I/~~we~~ have paid the sum of $15,000.00 and agree to pay the balance in cash within 10 days after upon ratification of said sale by the Circuit Court for Carroll County:

All those two tracts or parcels of land situate on the west side of Arters Mill Road and on the north side of Mayberry Road, in the 3rd Election District of Carroll County, Maryland, the first parcel containing 198¼ acres of land, more or less, and the second parcel containing 1¼ acres and 7 square rods of land, more or less; SAVING AND EXCEPTING, therefrom, all that tract or parcel of land containing 16.339 acres, more or less, conveyed unto Vernon E. Beall and Maxine D. Beall, his wife, by deed dated May 5, 1972 from Louis J. Nehmsmann, Jr. and John R. Nehmsmann, and recorded among the Land Records of Carroll County in Liber No. 510, folio 676 &c.; ALSO, SAVING AND EXCEPTING, therefrom, all that lot or parcel of land containing 1.991 acres of land, more or less, reserved to Louis J. Nehmsmann, Jr. and John R. Nehmsmann and described in John R. Nehmsmann to Wayne L. Miller, Sr. and Freda R. Miller, his wife, and recorded among the Land Records of Carroll County in Liber No. 622, folio 335 &c. The remaining land containing in the aggregate 181.170 acres of land, more or less. BEING all and the same land conveyed unto Wayne L. Miller, Sr. and Freda R. Miller, his wife, by deed dated April 22, 1976 from Louis J. Nehmsmann, Jr. and John R. Nehmsmann

FILED - APRIL 26, 1977

and recorded among the Land Records of Carroll County in Liber No. 622, folio 335 &c.

And further certify:

That I/~~we~~ did ~~not~~ act as agent for ~~anyone~~ Farmers Home Administration, U.S. Dept. of Agriculture.

That no other parties are interested as principals, except None.

That I/we did not directly or indirectly discourage anyone from bidding for the said property at said sale or prior to said sale.

Clifford M. Newcome (SEAL)
Asst. Co. Supvr FmHA

(SEAL)

Homer W. Snyder, Auctioneer

Address: P. O. Box 373 Westminster, Md. 21157

STATE OF MARYLAND: to wit:
CARROLL COUNTY:

I Hereby certify that on the 23rd day of April, 1977, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Clifford Newcome Asst County Supervisor, Farmers Home Administration who made oath in due form of law that the matters and facts contained in the aforegoing Certificate of Purchase are true and correct as therein stated to the best of his knowledge and belief.

As witness my hand and Notarial Seal the day and year last herein before written.

Margaret A. Grigling
Notary Public
My commission expires: July 1, 1978

ASSIGNEE OF MORTGAGEE'S SALE

Of Valuable
Real Estate

LIBER 92 PAGE 531

Located on the west side of ARTERS MILL ROAD and on the north side of MAYBERRY ROAD, approximately 8 MILES NORTH OF WESTMINSTER, in the Third Election District of Carroll County, Maryland, containing 181.170 acres of land, more or less.

By virtue of the Power of Sale contained in the First Purchase Money Mortgage from Wayne L. Miller, Sr. and Freda R. Miller, his wife, to Louis J. Nehmsmann, Jr. and John R. Nehmsmann dated April 22, 1976, and recorded among the Land Records of Carroll County in Liber CCC No. 622, folio 338 &c; and which mortgage has been duly assigned to C. Rogers Hall, Jr. for the purpose of foreclosure and collection, default having occurred thereunder, the undersigned Assignee of Mortgagee will offer at public auction on the premises located at 3922 ARTERS MILL ROAD, SILVER RUN, Carroll County, Maryland, on:

SATURDAY, APRIL 23, 1977 at 1:00 O'CLOCK P.M.

all those two tracts or parcels of land situate on the west side of Arters Mill Road and on the north side of Mayberry Road, in the Third Election District of Carroll County, Maryland, the first parcel containing 198¼ acres of land, more or less, and the second parcel containing 1¼ acres and 7 square rods of land, more or less; SAVING AND EXCEPTING, therefrom, all that tract or parcel of land containing 16.339 acres, more or less, conveyed unto Vernon E. Beall and Maxine D. Beall, his wife, by deed dated May 5, 1972 from Louis J. Nehmsmann, Jr. and John R. Nehmsmann, and recorded among the Land Records of Carroll County in Liber No. 510, folio 676 &c; ALSO, SAVING AND EXCEPTING, therefrom, all that lot or parcel of land containing 1.991 acres of land, more or less, reserved to Louis J. Nehmsmann, Jr. and John R. Nehmsmann and described in a deed dated April 22, 1976 from Louis J. Nehmsmann and John R. Nehmsmann to Wayne L. Miller, Sr. and Freda R. Miller, his wife, and recorded among the Land Records of Carroll County in Liber No. 622, folio 335 &c. The remaining land containing in the aggregate 181.170 acres of land, more or less. BEING all and the same land conveyed unto Wayne L. Miller, Sr. and Freda R. Miller, his wife, by deed dated April 22, 1976 from Louis J. Nehmsmann, Jr. and John R. Nehmsmann and recorded among the Land Records of Carroll County in Liber No. 622, folio 335 &c.

The above described property is improved with a two-story dwelling consisting of 4 rooms and bath on main floor and 3 bedrooms and bath on second floor; fireplace in kitchen; hot water baseboard heat; and hardwood floors. The outbuildings include milkhouse and parlor and other improvements affixed to the property, large bank barn with stone foundation, 2 machinery sheds, concrete building calf barn, maternity pen building, 2 silos, and covered feed bunk and belt feeder.

This property is zoned "Agricultural".

TERMS OF SALE: A deposit of $15,000.00 by certified check or cashier's check at time of sale shall be required, balance of the sale price to be paid within ten (10) days after the final ratification of sale by the Circuit Court for Carroll County, sitting in Equity, and to bear interest from date of sale to date of settlement at the rate of eight (8%) per cent. Taxes and all other public charges, assessments or benefit levies, if any, will be made as of the date of settlement and thereafter to be assumed in their entirety by the purchaser. Title examination, conveyancing, recording, transfer taxes, recordation stamps, and any and all other costs incident to the transfer to the property are to be paid by the purchaser. Time is to be considered of the essence and in the event the purchaser does not settle on the applicable property within the time specified herein, then and in that event the property on which settlement has not been so consummated shall be resold at the risk and cost of the defaulting purchaser.

C. ROGERS HALL, JR.
Assignee of Mortgagee

Homer W. Snyder, Auctioneer
1101 S. Main Street
Hampstead, Maryland 21074
Phone: 374-6666

C. Rogers Hall, Jr., Attorney
23 N. Center Street
Westminster, Maryland 21157
Phones: 848-6400 876-2080

Any inquiries may be addressed to either Auctioneer or Attorney.

DIRECTIONS: From Westminster, proceed north on Route 140 to Silver Run — turn left on Mayberry Road and proceed about 1½ miles — turn right on Arters Mill Road and the farm is the first on left. Watch for SALE signs.

ap3 17t21

C. ROGERS HALL, JR. Assignee of Mortgagee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife,	*	CARROLL COUNTY
Defendant	*	Equity No. 14525 Docket No. 27 Folio No. 129

* * * * * * * * *

ORDER NISI

Upon the foregoing Report of Sale and affidavit, it is ORDERED this 26TH day of April, 1977, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the sale of the property mentioned in these proceedings made and reported by C. Rogers Hall, Jr., Assignee of Mortgagee, to Farmers Home Administration, U.S. Dept. of Agriculture, be ratified and confirmed, unless cause to the contrary be shown on or before the 26TH day of MAY, 1977, provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, Maryland, once a week for three successive weeks before the 19TH day of MAY, 1977.

The report states the amount of sale to be $238,000.00.

Charles C. Conaway
Clerk of the Circuit Court for
Carroll County

FILED- APRIL 26, 1977

C. ROGERS HALL, JR. Assignee of Mortgagee	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
vs.	*	CARROLL COUNTY
WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife	*	Equity No. 14525 Docket No. 27
Defendant		Folio No. 129

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale made by C. Rogers Hall, Jr., Assignee of Mortgagee, in the above entitled cause, respectfully represents:

1. That by virtue of the power of sale contained in the first purchase money mortgage from Wayne L. Miller, Sr. and Freda R. Miller, his wife, to Louis J. Nehmsmann, Jr. and John R. Nehmsmann, dated April 22, 1976, and of record in the Land Records of Carroll County, Maryland in Liber No. 622, folio 338 &c., default having occurred in the payment of the principal and interest of said mortgage debt, the said C. Rogers Hall, Jr., Assignee of Mortgagee, after giving bond and after giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in "The Carroll County Evening Sun", a newspaper published in Carroll County, Maryland, and "The Frederick News-Post" and "The Baltimore Sunday Sun" having circulation in the Baltimore Metropolitan Area, the Frederick, Central and Western Maryland Area and throughout the State of Maryland, the said C. Rogers Hall, Jr., Assignee of Mortgagee as aforesaid, did attend on the premises at 3922 Arters Mill Road, Carroll County, Maryland, on April 23, 1977 at 1:00 o'clock, and then and there proceeded to sell said property at public auction to the highest bidder and did sell same to Farmers Home Administration, U.S. Dept. of Agriculture, for the sum of

FILED-APRIL 26, 1977

$238,000.00, they being the highest bidders therefor, and the said purchaser has paid the sum of $15,000.00 and have elected to pay the balance due and that the sale reported was bona fide and was fairly made.

All of which is respectfully submitted.

C. Rogers Hall, Jr.
Assignee of Mortgagee

STATE OF MARYLAND:
to wit:
COUNTY OF CARROLL:

I hereby certify that on this 25th day of April, 1977, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared C. Rogers Hall, Jr., Assignee of Mortgagee, who made oath in due form of law that the matters and facts contained in the foregoing Report of Sale are true and correct as therein stated to the best of his knowledge, information and belief and that the sale reported was bona fide and was fairly made.

As witness my hand and Notarial Seal the day and year last hereinbefore written.

Margaret A. Bingley
Notary Public
My commission expires: July 1, 1978

LIBER 92 PAGE 535

Office of The Carroll County Times

Westminster, Md., 5/18 *19* 77

THIS IS TO CERTIFY that the annexed Order Nisi

was published for three (3) *successive weeks previous to the* 18

day of May *19* 77, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C L Sheppard

Filed June 6, 1977

Legal Notice

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
Equity No. 14525
Docket No. 27
Folio No. 129
C. ROGERS HALL, JR.
Assignee of Mortgagee
Plaintiff
vs.
WAYNE L. MILLER, SR. and
FREDA R. MILLER, His
wife,
Defendant

ORDER NISI

Upon the foregoing Report of Sale and affidavit, it is ORDERED this 26th day of April, 1977, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the sale of the property mentioned in these proceedings made and reported by C. Rogers Hall, Jr., Assignee of Mortgagee, to Farmers Home Administration, U.S. Dept. of Agriculture, be ratified and confirmed, unless cause to the contrary be shown on or before the 26th day of May, 1977, provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, Maryland, once a week for three successive weeks before the 19th day of May, 1977.

The report states the amount of sale to be $238,000.00.

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

True Copy Test
Charles C. Conaway, Clerk
No. 0478

C. ROGERS HALL, JR. Assignee of Mortgagee	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
vs.	*	CARROLL COUNTY
WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife	*	Equity No. 14525 Docket No. 27 Folio No. 129
Defendant		

* * * * * * * * *

ORDER

ORDERED, this 7th day of ~~May~~ June, 1977, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the sale of the property mentioned in these proceedings made and reported by C. Rogers Hall, Jr., Assignee of Mortgagee, to Farmers Home Administration, U.S. Dept. of Agriculture, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given in accordance with preceding order nisi, and the proceedings in this cause are hereby referred to the Auditor of this Court to state an account of the trust funds, allowing therein to the Assignee of Mortgagee, his commissions, Attorney's fee allowable under the terms of the mortgage, and such other expenses and costs as the said Assignee of Mortgagee shall produce to the Auditor, vouchers therefor.

JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUN 7 4 20 PM '77

CLERK

LIBER 92 PAGE 537

C. ROGERS HALL, JR. Assignee of Mortgagee Plaintiff vs. WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife Defendants	I	No. 14525 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated June 7, 1977, and filed in this cause, he has stated the within account.

He has charged the Assignee of Mortgagee ---- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgagee his -------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Louis J. Nehmsmann, Jr. and John R. Nehmsmann, Mortgagees, in full liquidation oftheir mortgage claim; and the United States of America, acting through the Farmers Home Administration, United*** The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Patterson
Auditor

*** States Department of Agriculture, in partial liquidation of of its Second Mortgage claim.

RECEIVED
CIRCUIT COURT
CARROLL CO. MD.
JUL 14 9 01 AM '77
CLERK

In the Matter of the mortgaged real estate of Wayne L. Miller, Sr. and Freda R. Miller, his wife, in account with C. Rogers Hall, Jr., Assignee of Mortgagees.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on April 26, 1977	$ 238,000.00
Amount received as interest from Westminster Trust Company on savings account of $230,000.00, being the sum deposited on April 25, 1977, and earned as of June 30, 1977, which is according to a memorandum from Assignee	$ 2,120.51
Amount received as interest on balance of purchase price for two days, at which time balance of purchase price was paid according to Assignee	$ 99.10
Amount received as interest from Westminster Trust Company, on savings account of $230,000.00 that has accrued from June 30, 1977, to July 31, 1977, according to Assignee	$ 987.73
Amount received as real estate tax adjustment for period 6/16/77 to 6/30/77	$ 38.20
Amount received from Nationwide Insurance, as refund on insurance premium	$ 742.00
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 241,987.54

C R E D I T

1.	To C. Rogers Hall, Jr., Assignee of Mortgagees, for commissions as provided by Order of Court dated June 17, 1977	$6,280.00
2.	To T. R. O'Farrell, Inc., Insurance Agency, for premium on bond	$ 500.00
3.	To The A. S. Abell Co., for advertising sale	$ 567.40
4.	To The Hanover Evening Sun, for advertising sale	$ 213.30
5.	To the Frederick News-Post, for advertising sale	$ 151.00

6. To James L. Bushey, Jr., for preparing Plat for property --- $ 99.00

7. To Homer W. Snyder, for auctioneering sale ---------- $ 2,380.00

8. To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale ---------- $ 17.00

9. To Nationwide Insurance Company, for premium on fire insurance ---------- $ 1,352.50

10. To Tax Collector of Carroll County, for 1976/77 County and State taxes ---------- $ 917.04

11. To C. Rogers Hall, Jr., Esquire, for attorney's fee as provided in mortgage ---------- $ 2,500.00

COURT COSTS AS TAXED BY THE CLERK:			
Law Library ----------	$ 10.00		
Clerk ----------	$ 40.00		
Clerk (Assignment) ---------	$ 5.50		
Clerk (Recording) ----------	$ 60.00		
Auditor ----------	$ 180.00		
Copy of Audit ----------	$ 1.50		
Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (6) ------	$ .90		
Filing Vouchers (10) -------	$ 2.50	$ 312.40	$ 15,289.64

BALANCE FOR DISTRIBUTION ---------- $ 226,697.90

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Louis J. Nehmsmann, Jr. and John R. Nehmsmann, Mortgagees, their mortgage claim filed on March 18, 1977 ----------	$ 124,514.59	
Interest from March 18, 1977, to date of audit ----------	$ 3,173.73	$ 127,688.32

BALANCE ---------- $ 99,009.58

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, its Second Mortgage claim filed in these proceedings on May 20, 1977 ----------	$ 101,039.51	
Interest from April 24, 1977, to date of audit ----------	$ 1,164.16	
TOTAL ----------	$ 102,203.67	
ABOVE BALANCE ----------	$ 99,009.58	$ 99,009.58
DEFICIT ----------	$ 3,194.09	$ - 0 -

C. ROGERS HALL, JR. Assignee of Mortgagee Plaintiff vs. WAYNE L. MILLER, SR. and FREDA R. MILLER, his wife Defendant	I I I I I I I I	No. 14525 Equity. In the Circuit Court for Carroll County.

ORDERED, this 14th day of July in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 29th day of July, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Filed July 14, 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 1st day of August, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as known by the proceeding and decree~~ and the Assignee of Mortgagee is ------ hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RS

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
AUG 1 9 53 AM '77
CLERK

No. 14597 Docket 27 Folio 165

CIRCUIT COURT FOR CARROLL COUNTY

GOLDMAN

IN THE MATTER OF A PETITION
FOR CHANGE OF NAMES OF
WILLIAM KENNETH LEIDIGH
AND
CARL ERIC LEIDIGH,
A MINOR,
BY
WILLIAM KENNETH LEIDIGH
INIDIVUALLY, AND AS FATHER AND
NEXT FRIEND OF
CARL ERIC LEIDIGH

LIBER 92 PAGE 541

DATE	CLERK'S MEMORANDUM	NO.
4-27-77	Petition for change of names fd. Same day Order for Publication fd. Copy of Order mailed to Carroll County Times.	
7-15-77	Printers Certificate of Order of Publication fd.	
8-4-77	Affidavit of Parties fd.	
8-12-77	Order of Court that names of William Kenneth Leidigh and Carl Eric Leidigh be changed to Ken Ahwee and Carl Ahwee, fd. Copy mailed to Petitioners' Atty.	

IN THE MATTER OF A PETITION FOR CHANGE OF NAMES OF WILLIAM KENNETH LEIDIGH and CARL ERIC LEIDIGH, a minor, BY WILLIAM KENNETH LEIDIGH, individually, and as father and next friend of CARL ERIC LEIDIGH	:	IN THE CIRCUIT COURT OF CARROLL COUNTY IN EQUITY 14597/27/165

ORDER

Upon consideration of the aforegoing verified Petition:

It is thereupon, this 12th day of ~~July~~ Aug, 1977, by the Circuit Court of Carroll County In Equity and by the authority of this Court, ADJUDGED, ORDERED AND DECREED, that the names of WILLIAM KENNETH LEIDIGH and CARL ERIC LEIDIGH, of the town of Sykesville, Carroll County, State of Maryland, be and the same are hereby changed from

WILLIAM KENNETH LEIDIGH and
CARL ERIC LEIDIGH

TO

KEN AHWEE and
CARL AHWEE

as prayed in said petition; and that the said petitioner pay the cost of these proceedings to be taxed by the Clerk.

RB

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 12 3 39 PM '77
RB
CLERK

E. B. Weaver Jr.
Judge

Ox

No. 14379 Docket 27 Folio 56

CIRCUIT COURT FOR CARROLL COUNTY

BECK

RAYMOND E. BECK
ASSIGNEE OF MORTGAGEE

VS

DEAN E. CLARK
AND
MARION A. CLARK, HIS WIFE

LIBER 92 PAGE 543

H 7-5-77

DATE	CLERK'S MEMORANDUM	NO.
12-3-76	Joint Bill to Foreclose Real Estate Mortgages, Copy of Purchase Money Mortgages, Copy of Purchase Money Mortgage, Original Notes (2), Copy of Second Mortgage, State and Affidavit of Mortgage Claims fd.	
12-6-76	Assignee's Bond approved and filed.	
12-9-76	Non Military Service Affidavit fd.	
12-23-76	Petition of Grosset & Dunlap, Inc. for Allowance of Judgment Claim and Exhibit fd. Order of Court granting Petition fd. Copies delivered to Petitioner's Atty.	
2-8-77	Petition of Random House, Inc for allowance of Judgment claim fd. Same day Order of Court granting Petition fd. Copy mailed to Pltffs Atty to the Deft., and to Melvin J. Weinstock, Atty.	
2-14-77	Assignee's Report of Sale, Exhibits 1 and 2, Purchase Agreement fd. Order Nisi on Sale fd. Copy mailed to Carroll County Times, Inc for publication and copies delivered to Plaintiff's Atty.	
2-14-77	Petition of Newton Manufacturing Co for Allowance of Judgment Claim fd. Order of Court granting Petition fd. Petition of American Greetings Corp for the Allowance of Judgment Claim fd.	
2-15-77	Orders of Court(2) granting Petitions fd. Copies delivered to Petitioners Atty.	
2-18-77	Petition of L. E. Smith Wholesale Distributor, Inc for allowance of Judgment claim fd. Same day Order of Court granting Petition fd. Copy Order delivered to Atty	
2-18-77	Petition of L. E. Smith Wholesale Distributor, Inc for allowance of Judgment claim fd. Same day Order of Court granting Petition fd. Copy of Order delivered to Atty.	
3-7-77	Petition for payment of claim of Small Business Administration an Agency of the United States Government fd. Same day Order of Court granting Petition fd.	
3-8-77	Petition of Union National Bank of Westminster for allowance of Judgment claim fd. Same day Order of Court granting Petition fd.	
3-9-77	Petition of The Cerama Center Inc for allowance of Judgment claim fd. Same day Order of Court granting Petition fd.	
3-15-77	Printers Certificate of Order of Publication on Sale fd.	
3-15-77	Order of Court ratifying sale and copy of Proceedings delivered to Auditor.	
3-18-77	Petition of Environmental Engineering, Inc. fd.	
3-21-77	Order of Court granting Petition fd.	
4-19-77	Petition of Houghton Mifflein Company for allowance of judgment claim f	
4-20-77	Order of Court granting Petition fd.	
4-29-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	

25x 32x 25x

LIBER 92 PAGE 544

DATE	CLERK'S MEMORANDUMS
5-16-77	Defendant's Exceptions to Audit fd. Copies mailed to Beck, Atty.
5-18-77	Assginee's request for hearing fd.
6-16-77	Amended Petition of L. E. Smith Wholesale Distributor, Inc fd.
6-17-77	Order of Court granting Motion with its usual priority fd. Copies of Order delivered to Petitioners Atty
6-28-77	Stipulation fd.
7-5-77	Case called. Stipulation entered. Referred to Auditors.
7-6-77	Record of Proceed delivered to Auditors.
7-22-77	Auditor's Amended account and Order Nisi thereon fd.
8-9-77	Order finally ratifying Audit fd.

LIBER 92 PAGE 545

RAYMOND E. BECK Assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157 Complainant	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY IN EQUITY
vs.	*	
DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157 Respondents	*	Case No. 14379 Docket 27 Page 56

* * * * * * * * * * *

JOINT BILL TO FORECLOSE REAL ESTATE MORTGAGES

MR. CLERK:

Please docket the above cause, file the attached certified copy of the mortgage from Dean E. Clark and Marion A. Clark, his wife, to Union National Bank of Westminster, dated June 19, 1963, for the original principal amount of Eighteen Thousand Five Hundred Dollars ($18,500.00), and of record in the Land Records of Carroll County, Maryland, in Liber C.C.C. No. 360, Folio 576 &c., after default in payments of principal and interest and other covenants therein set forth, was duly assigned and delivered unto Raymond E. Beck for the purpose of foreclosure and collection; the mortgage note in the original principal amount of Eighteen Thousand Five Hundred Dollars ($18,500.00), the principal amount of the obligation being reduced to Three Thousand, Two Hundred Fifty-one Dollars and Fifty-three Cents ($3,251.53), with interest from October 19, 1976 at Six percent (6%) per annum, said mortgage marked Exhibit No. 1 and said note marked Exhibit No. 2.

Also file the attached certified copy of the second mortgage from Dean E. Clark and Marion A. Clark, his wife, to Union National Bank of Westminster, dated April 7, 1972, for the

Filed Dec 3, 1976

original principal amount of Thirty-two Thousand Dollars ($32,000.00), and of record in the Land Records of Carroll County, Maryland, in Liber C.C.C. No. 508, Folio 665 &c., after default in payments of principal and interest and other covenants therein set forth, was duly assigned and delivered unto Raymond E. Beck for the purpose of foreclosure and collection; the mortgage note in original principal amount of Thirty-two Thousand Dollars ($32,000.00), the principal amount of the obligation being reduced to Nineteen Thousand, One Hundred Sixty-four Dollars and Three Cents ($19,164.03) with interest from October 1, 1974, at Eight percent (8%) per annum, said mortgage marked Exhibit No. 3 and said note marked Exhibit No. 4.

Also file statement of mortgage debt for both mortgages, marked Exhibit No. 5. Please file and approve bond.

Raymond E. Beck

Raymond E. Beck
Assignee of the Mortgagee
189 East Main Street
Westminster, Maryland 21157
848-3133 833-3133

LIBER 360 PAGE 576
LIBER 92 PAGE 547

RECEIPT NO. 4637

THIS PURCHASE MONEY MORTGAGE Made this 19th day of June, in the year nineteen hundred and sixty-three, by Dean E. Clark and Marion A. Clark, his wife, of Carroll County, State of Maryland.

WHEREAS The said Dean E. Clark and Marion A. Clark, his wife, are justly and bona fide indebted unto The Union National Bank of Westminster, located at Westminster, Maryland, a body corporate of the United States, in the principal sum of Eighteen Thousand Five Hundred Dollars, said sum being the purchase money for the lot or parcel of land hereinafter described and being the amount lent to said mortgagors by said Bank, and whereas said mortgagors have executed and delivered unto said Bank for said indebtedness their joint and several single bill bearing even date herewith for the principal sum of Eighteen Thousand Five Hundred ($18,500.00) Dollars, with interest thereon at the rate of 6 per cent per annum, payable to the order of The Union National Bank of Westminster in 180 monthly instalments of One Hundred Fifty-six and Twelve Cents Dollars each, the first of said instalments being payable on the 19th day of July, 19 63, and the remaining instalments payable successively each month thereafter until the whole debt, principal and interest, has been paid; and whereas for the purpose of more effectively securing the payment of said indebtedness according to the tenor of the said promissory note these presents are executed. At any time the principal and interest may be reduced or extinguished by payment of the entire indebtedness or any part thereof not less than the amount of one instalment, or one hundred dollars ($100) whichever is less.

~~AND WHEREAS This mortgage is made under the terms of The Servicemen's Readjustment Act of 1944, as amended, the parties hereto, their heirs, personal representatives, successors and assigns, hereby agree that the Regulations issued under The Servicemen's Readjustment Act of 1944, as amended and in effect on the date hereof, shall govern the rights, duties and liabilities of the parties to the loan secured hereby, and any provisions of these presents, or the note secured hereby, inconsistent with such Regulations are hereby amended and supplemented to conform thereto.~~

NOW THEREFORE, This purchase money mortgage witnesseth that in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said Dean E. Clark and Marion A. Clark, his wife, do hereby grant and convey unto The Union National Bank of Westminster, located at Westminster, Maryland, its successors and assigns, in fee simple, all that tract or parcel of land situate near Frizzelburg, in Uniontown (2nd) Election District, Carroll County, Maryland, described in a Certificate of Survey dated April 29, 1963, made by Geo. Bucher John, Land Surveyor No. 1123, as follows:

EXHIBIT NO. 1

Beginning at a stake driven on the southwest edge of the proposed State Road right-of-way and 330.0 feet short of the end of the third line of the first tract mentioned in the deed from Howard U. Maus and wife unto Carson G. Ritenour and wife, dated June 11, 1952, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 212, folio 563 &c., and running thence with said line, (1) S. 6 7/8 degrees E., 330.0 feet to a locust tree; thence with the fourth line extending the same, (2) S. 44¼ degrees W., 344.0 feet to the middle of the present State Route No. 97; thence in and along the State Road, (3) N. 44 degrees W., 300.0 feet; (4) N. 53 degrees W., 800.0 feet to a point in the southwest side drain of the road; (5) N. 12½ degrees W., 269.0 feet to a point in the middle of the road; thence running with a part of the line of division between Lizzie E. Warner's land and James C. Myerly's land by deeds made in November, 1906, (6) N. 47 1/8 degrees E., 382.0 feet to a stake on the proposed new State Road; thence along the same as shown on State Road Plats Nos. 27307 and 27306, (7) S. 51 5/8 degrees E., 91.5 feet; (8) S. 40 degrees E., 50.0 feet; (9) S. 51 5/8 degrees E., 200.0 feet; (10) S. 57 degrees E., 100.6 feet; (11) S. 51½ degrees E., 645.0 feet to the beginning, and containing 15.52 acres of land, more or less. Being part of the land conveyed in the deed from Howard U. Maus and Mary L. Maus, his wife, unto Carson G. Ritenour and Margaret D. Ritenour, his wife, dated June 11, 1952, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 212, folio 563 &c. Being the same lot or parcel of land described and conveyed in a deed of even date herewith from Carson G. Ritenour and Margaret D. Ritenour, his wife, unto Dean E. Clark and Marion A.Clark, his wife, and intended to be recorded among the aforesaid Land Records immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining, as well as all the hay, fodder, and annual crops planted, harvested, pitched or cultivated thereon from year to year.

Provided that if the said mortgagors, their heirs, executors, administrators or assigns shall pay to the said mortgagee, its successors - - - - - - - or assigns, the said promissory note with interest thereon, and all renewals thereof, according to the tenor of the same and shall perform all the covenants herein on his, her and their part to be performed, then this mortgage shall be void.

And it is agreed, that, until default be made in the premises the said mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes on said property; which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and demandable, and these presents are hereby declared to be made in Trust, and the said mortgagee, its successors or assigns, or David H. Taylor, its, his, her and their duly constituted Attorney and Agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, together with all crops as aforesaid, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their heirs or assigns; which sale shall be made in the manner following: by giving at least twenty days notice of the time, place, manner, and terms of sale, in some

newspaper published in Carroll County, in the State of Maryland, and such other notice as the person making such sale shall deem proper, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, inclusive of ~~all such~~ counsel fee of $200.00 ~~and the mortgagee, or assigns, or the above named Attorneys may be caused to incur in connection with the foreclosure of this mortgage,~~ and also such commissions to the mortgagee, or assigns, or the Attorneys above named as are allowed to Trustees to sell Real Estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity; secondly, to the payment of all moneys owing under this mortgage whether the same shall then have matured or not, including interest to statement of audit; and, as to the balance to pay it over to the said mortgagors, or to whomsoever may be entitled to the same.

And it is further agreed that should said mortgage indebtedness or any part thereof, be paid after this mortgage is placed for collection or after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said premises, or be paid in any equity proceeding, to which the holder or holders of said mortgage may be a party or parties defendant, then and in such event the said mortgagors shall pay all costs and expenses of such proceedings, including one-half the counsel fee and commissions provided in case of sale, and that the lien of this mortgage shall extend to and include such expenses, costs, commissions and counsel fee and no tender of payment shall be valid unless the same be included.

And the said mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or Companies acceptable to the mortgagee, its, his, her or their executors, administrators or assigns, the improvements on the hereby mortgaged land to the amount of at least $18,500.00 ~~Dollars~~ and cause the policy or policies issued therefor to be so framed or endorsed that in the event of fire or other casualty the same shall inure to the benefit of the mortgagee, its, his her or their executors, administrators or assigns, to the extent of its or their lien or claim hereunder.

The lien of this mortgage shall extend to and include all moneys paid out during the existence thereof by the mortgagee, its, his, her or their heirs, executors, administrators, or assigns for taxes, insurance, etc., on the hereby mortgaged premises, together with interest thereon at 6 per cent per annum from the date of such payment until the same shall be repaid, or to date of audit in event of foreclosure, or sale made under the power of sale conferred by the terms of this mortgage.

Witness the hands and seals of said Mortgagors.

Test:
David H. Taylor

Dean E. Clark (SEAL)
Dean E. Clark

Marion A. Clark (SEAL)
Marion A. Clark

LIBER 360 PAGE 579
LIBER 92 PAGE 550

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 19th day of June, 19 63 before the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Dean E. Clark and Marion A. Clark, his wife,

the mortgagors herein, and they acknowledged the aforegoing mortgage to be their respective act; and at the same time also personally appeared J. Pearre Wantz, Jr., President of The Union National Bank of Westminster, the mortgagee herein, and made oath in due form of law that the consideration named in the aforegoing mortgage is true and bona fide as therein stated, to the best of his knowledge and belief; and further made oath in due form of law that he is President of The Union National Bank of Westminster, and its duly authorized officer and agent to make this affidavit, and that he has personal knowledge of the matters and things herein contained.

DOROTHY S. GEHR NOTARY PUBLIC CARROLL COUNTY, MD.

In testimony whereof I hereunto set my hand and Notarial Seal the day and year last hereinbefore written.

Dorothy S. Gehr
Notary Public.

REC'D. FOR RECORD June 21 1963 AT 3:47 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 647 PAGE 107
LIBER 92 PAGE 551

UNION NATIONAL BANK OF WESTMINSTER, the within mortgagee, does hereby assign the within and foregoing mortgage to Raymond E. Beck for purposes of foreclosure and collection.

Dated this 2nd day of December, 1976.

Attest:

Edward D. Lester

UNION NATIONAL BANK OF WESTMINSTER

By Joseph H. Beaver
Joseph H. Beaver,
President

STATE OF MARYLAND)
(To Wit:
COUNTY OF CARROLL)

I HEREBY CERTIFY That on this 2nd day of December, 1976, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH H. BEAVER, JR., who acknowledged himself to be the President of UNION NATIONAL BANK OF WESTMINSTER, a corporation, and that he, as such President, being authorized to do so, executed the foregoing Assignment of Mortgage for purpose of foreclosure and collection for the purposes contained therein by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Dorothy Reginna

Notary Public
My Commission Expires

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and true copy of the above entitled MORTGAGE as taken from Liber CCC No. 360, folio 576, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 2nd day of December A.D. 1976.

Charles C. Conaway, Clerk
Clerk of the Circuit Court
for Carroll County

RECEIPT NO. 105204

THIS SECOND MORTGAGE, Made this 7th day of April, 1972, between DEAN E. CLARK, and MARION A. CLARK, his wife, of Carroll County, State of Maryland, (hereinafter sometimes called the "Mortgagors"), and UNION NATIONAL BANK OF WESTMINSTER, Westminster, Maryland, a body corporate of the United States (hereinafter sometimes called the "Mortgagee").

W I T N E S S E T H:

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagee for money this day loaned by the said Mortgagee unto the said Mortgagors in the amount of Thirty-Two Thousand Dollars ($32,000.00), which sum the said Mortgagors herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, in accordance with the terms of a certain promissory note or single bill, bearing even date herewith, the sum so advanced in installments together with interest thereon from the date hereof at the rate of Eight Percent (8%) per annum in the following manner:

> Principal and interest at the foresaid rate shall be payable in Sixty (60) equal monthly installments of Six Hundred Forty-Eight Dollars and Eighty-Five Cents ($648.85) each, the first of said installments being payable May 1, 1972 and thereafter each installment shall be payable on the first (1st) day of each succeeding month and the remaining unpaid balance of the principal sum, if any, with interest thereon as aforesaid, to be due and payable on the first day of April, 1977; said monthly payments of Six Hundred Forty-Eight Dollars and Eighty-Five Cents ($648.85) to be applied first to the payment of interest at the rate of Eight Percent (8%) per annum on the principal sum or so much thereof as remains unpaid and the balance of said monthly payments to be applied to the reduction of the principal debt.

All sums aforesaid to be payable in lawful money of the United States of America, which shall be legal tender in payment

EXHIBIT NO. 3

Financing Statement Recorded

of all debts and dues, public and private, at the respective business offices of the Mortgagee or at such other place, either within or without the State, as the holder hereof, may, from time to time, in writing, designate.

Prior to default in any of the covenants or conditions of the Mortgage, the Mortgagors shall have the right and privilege, on any monthly payment date of prepaying the Mortgage indebtedness in whole or in part without penalty, interest to abate proportionately from the date of each and every prepayment so made on account.

AND WHEREAS, at the time of making said loan and for the purpose of more effectually securing the payment of said indebtedness according to the tenor of the aforesaid promissory note or single bill, 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 Dollar ($1.00), the receipt whereof is hereby acknowledged, the said Mortgagors do hereby grant, and assign unto the said Mortgagee, its successors and assigns, all that lot or parcel of land situate in Carroll County, State of Maryland, and more particularly described as follows, that is to say:

BEGINNING at a stake driven on the southwest edge of the proposed State Road right-of-way and 330.0 feet short of the end of the third line of the first tract mentioned in the deed from Howard U. Maus and wife unto Carson G. Ritenour and wife, dated June 11, 1952, and recorded among the Land Records of Carroll County in Liber EAS No. 212, Folio 563 &c., and running thence with said line, (1) South 6 7/8 degrees East, 330.0 feet to a locust tree; thence with the fourth line extending the same, (2) South 44½ degrees West, 334.0 feet to the middle of the present State Route No. 97; thence in and along the State Road, (3) North 44 degrees West, 300.0 feet; (4) North 53 degrees West, 800.0 feet to a point in the southwest side drain of the road; (5) North 12½ degrees West, 269.0 feet to a point in the middle of the road; thence, running with a part of the line of division between Lizzie E. Warner's land and James C. Myerly's land by deeds made in November, 1906, (6) North 47 1/8 degrees East, 382.0 feet to a stake on the proposed new State Road; thence along the same as shown on State Road Plats Nos. 27307 and 27306, (7) South 51 5/8 degrees East, 91.5 feet; (8) South 40 degrees East, 50.0 feet; (9) South 51 5/8 degrees East, 200.0 feet; (10) South 57 degrees East, 100.6 feet; (11) South 51½ degrees East, 645.0 feet to the beginning, and containing 15.52 acres of land, more or less. Being part of the land conveyed in the deed from Howard U. Maus and Mary L. Maus, his wife, unto Carson G. Ritenour and Margaret D. Ritenour, his wife, dated June 11, 1952, and recorded among the Land Records of Carroll County in Liber EAS No. 212, Folio 563&c. Being the same lot or parcel of land described and conveyed in a deed dated June 19, 1963 from Carson G. Ritenour and Margaret D. Ritenour, his wife, unto Dean E. Clark and Marion A. Clark, his wife, and recorded among the aforesaid Land Records in Liber 360, Folio 574.

This Mortgage is subject to a Purchase Money Mortgage from Dean E. Clark and Marion A. Clark, his wife, the Mortgagors herein, to Union National Bank of Westminster, the Mortgagee herein, said Mortgage being dated June 19, 1963 and recorded among the foresaid Land Records in Liber 360, Folio 576.

AND as further security for the above described indebtedness, the Mortgagors do hereby grant unto the Mortgagee, a Security Interest in and to the following described chattel property located at The Village Book Store, Route #140 Village Shopping Center, Westminster, Carroll County, Maryland, viz:

1. Hallmark fixtures, racks and accessories.
2. National Cash Register, Serial No. 9349542.
3. Magazine racks and wooden stand.
4. Storage shelving.
5. GMC ½ton panel truck, Serial No. GS10GPB1337; 1968.

6. Present and future inventory items held for sale by Borrowers and described as:

(a) Hard back books.
(b) Paper back books.
(c) Magazines, tabloids and periodicals.
(d) Decorations, candles, painting and etchings.
(e) Greeting cards.

The Mortgagors by execution of this instrument certify that prior to such execution they have received both a fully executed agreement as to the contractural rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland, as well as the notice of right of recission and their statement of nonrecission.

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

TO HAVE AND TO HOLD the described lot of ground and premises with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said principal sum of money loaned as aforesaid, and the interest thereon shall be paid when due, and if all the covenants herein mentioned shall be performed, this Mortgage shall be void.

BUT upon any default for a period of ten (10) days in the payment of the said principal or interest as above set forth, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, which default shall continue uncured for thirty (30) days after written notice to the Mortgagors specifying the breach complained of, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the elction of the Mortgagee.

AND the Mortgagors agree that should the title to the within mortgaged property be acquired by any person or corporation other than the Mortgagors, by voluntary or involuntary grant,

assignment, operation of law, or in any other manner, without the Mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the Mortgagee.

AND the said Mortgagors, in accordance with the provisions of Article 66 of the Code of General Laws of the State of Maryland, of the Maryland Rules of Procedure or any other general or local laws of the State of Maryland or any Court Rule relating to Mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or David Taylor, its duly authorized attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. This sale shall be made after giving twenty (20) 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 it 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, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Two Hundred Fifty Dollars ($250.00) for conduction of the proceedings if without contest, but if legal services be rendered to the Mortgagee, 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 a party making said sale equal to the

commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagors, his, her or their heirs, personal representatives, successors or assigns, or to whomever may be entitled to the same, and half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or his, her or their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagors, his, her or their heirs, personal representatives, successors or assigns, 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 Mortgagors on behalf of themselves and his, her or their heirs, personal representatives, successors or assigns, covenant to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, the receipted bills thereof, at the place of business of the Mortgagee, or its agent. In the event of default for a period of ten (10) days in the payment of the debt secured by this Mortgage or of any part thereof, or of any interest thereon, as and when said indebtedness or any part thereof or the interest thereon becomes due and payable; or

in the event of the breach of any other of the covenants entered into by or imposed upon the Mortgagors by this Mortgage, which breach shall continue uncured for thirty (30) days after written notice to the Mortgagors specifying the breach complained of, then the Mortgagee shall be entitled to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND the said Mortgagors on behalf of themselves, his, her or their heirs, personal representatives, successors, and assigns, covenant to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards, casualties and contingencies insured against by customary extended coverage 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 their said place of business, 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, casualties and contingencies, the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee, its successors and assigns, only and not the Mortgagors and Mortgagee, his, her or their heirs, personal representatives, 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 their written assent consent to the application by the Mortgagors of the said insurance money to the reconstruction of the improvements on the mortgaged property.

AND the said Mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors herein shall be binding upon his, her or their heirs, personal representatives, successors and assigns. The rights, powers, privileges and discretions to which the Mortgagee may be entitled herein shall inure to its respective personal representatives, successors and assigns.

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 Mortgagors or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

LIBER 508 PAGE 673
LIBER 92 PAGE 560

IN WITNESS WHEREOF, the said DEAN E. CLARK and MARION A. CLARK, his wife, have set their hands and affixed their seals the day and year first herein written.

WITNESS:

Raymond E Beck — Dean E Clark (SEAL)
Dean E. Clark

Raymond E Beck — Marion A. Clark (SEAL)
Marion A. Clark

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

On this 7 day of April, 1972, before me, a Notary Public of said County and State, personally appeared DEAN E. CLARK and MARION A. CLARK, his wife, known to me to be the persons whose names are subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that they executed the same for the purposes therein contained. At the same time also personally appeared Joseph H. Beaver Agent of the UNION NATIONAL BANK OF WESTMINSTER, the within named Mortgagee and acting for and on behalf of the said Mortgagee 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 Agent of said respective body corporate, duly qualified to make this oath.

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

ELIZABETH D. SHIFF NOTARY PUBLIC CARROLL

Elizabeth D. Shiff
Notary Public

My Commission Expires:
July 1, 1974

REC'D FOR RECORD April 12 1972 AT 2:41 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

LIBER 647 PAGE 108

LIBER 92 PAGE 561

UNION NATIONAL BANK OF WESTMINSTER, the within mortgagee, does hereby assign the within and foregoing mortgage to Raymond E. Beck for purposes of foreclosure and collection.

Dated this 2nd day of December, 1976.

Attest:

Edward E. Leister

UNION NATIONAL BANK OF WESTMINSTER

By Joseph H. Beaver, Jr.
President

STATE OF MARYLAND)
(To Wit:
COUNTY OF CARROLL)

I HEREBY CERTIFY That on this 2nd day of December, 1976, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH H. BEAVER, JR., who acknowledged himself to be the President of UNION NATIONAL BANK OF WESTMINSTER, a corporation, and that he, as such President, being authorized to do so, executed the foregoing Assignment of Mortgage for purpose of foreclosure and collection for the purposes contained therein by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Dorothy Regina Warren

Notary Public
My Commission Expires 7-1-

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a full and true copy of the above entitled SECOND MORTGAGE as taken from Liber CCC No. 508, folio 665, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 2nd Day of December A.D. 1976.

Charles C. Conaway, Clerk

Clerk of the Circuit Court
for Carroll County

LIBER 92 PAGE 562

14379

MORTGAGE NOTE

Westminster, MD., June 19th 1963

FOR VALUE RECEIVED WE JOINTLY AND SEVERALLY

PROMISE TO PAY TO THE ORDER OF

THE UNION NATIONAL BANK OF WESTMINSTER, the sum of Eighteen Thousand Five Hundred Dollars ($18,500.00), with interest thereon at the rate of 6 per cent per annum, payable in 180 monthly installments of One Hundred Fifty-six Dollars and Twelve Cents each, the first of said installments being payable on the 19th day of July, 1963, and the remaining installments payable successively each month thereafter until the whole debt, principal and interest, has been paid. At any time the principal and interest may be reduced or extinguished.

At any time hereafter and whether the aforegoing instrument of writing has then matured or not we hereby jointly and severally authorize any Attorney of the Circuit Court for Carroll County, in the State of Maryland, or of any other Court of any State, Territory or District of the United States, to enter his appearance in the Circuit Court for Carroll County, in the State of Maryland, or in any other Court of any State, Territory or District of the United States, or before any Justice of the Peace, having jurisdiction, and to confess judgment therein in favor of the payee named in said instrument of writing, or the then holder thereof, against the undersigned for the principal and interest then due on said instrument of writing, with interest from date of judgment and cost of suit, and 15 per centum on the principal and interest due at the time of collection of the judgment confessed additional as Attorney's fees for collection, if the judgment so entered is collected under an execution or attachment issued thereon, and with a waiver of all homestead, stay and exemption laws, and a release of all errors; and further we do hereby jointly and severally authorize any Clerk of any Court in the State of Maryland, or elsewhere, during the recess of such Court and any Justice of the Peace having jurisdiction to enter a judgment by confession in conformity with the terms of the authority hereinbefore given to an Attorney of said Court.

Payable at The Union National Bank of Westminster

Dean E. Clark (SEAL)

Marian A. Clark (SEAL)

(SEAL)

(SEAL)

WITNESS David H. Taylor

NUMBER _____ DUE _____

ADDRESS RD#7 Box 133 Westminster, Md.

THIS SINGLE BILL IS SECURED BY MORTGAGE OF EVEN DATE HEREWITH

EXHIBIT NO. 2

RAYMOND E. BECK Assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157 Complainant	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY IN EQUITY
vs.	*	
DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157 Respondents	*	Case No. 14379 Docket _____ Page _____

* * * * * * * * * * *

STATEMENT AND AFFIDAVIT OF MORTGAGE CLAIMS

Indebtedness of Dean E. Clark and Marion A. Clark, his wife, due Raymond E. Beck, Assignee of Mortgagee, on account of mortgage notes of Dean E. Clark and Marion A. Clark, his wife, to Union National Bank of Westminster, the first, dated June 19, 1963, for the original principal amount of Eighteen Thousand Five Hundred Dollars ($18,500.00), being payable in One Hundred Eighty (180) monthly installments of One Hundred Fifty-six Dollars and Twelve Cents ($156.12), including interest at Six percent (6%) per annum, until the whole debt, principal and interest, has been paid, which obligation has been in default, is now in default and duly assigned and delivered unto the said Raymond E. Beck, Assignee of the Mortgagee, for the purpose of foreclosure and collection;

Principal balance due on $18,500.00 mortgage and note dated June 19, 1963	$ 3,251.53
Interest from October 19, 1976 to December 3, 1976 @ $.54 per day (46 days)	24.84
Total	$ 3,276.37

and the second, dated April 7, 1972, for the original principal amount of Thirty-two Thousand Dollars ($32,000.00), being payable in Sixty (60) monthly installments of Six Hundred Forty-eight Dollars and Eighty-five Cents ($648.85), including interest at

EXHIBIT NO. 5

Eight percent (8%) per annum, until the whole debt, principal and interest, has been paid, which obligation has been in default, is now in default and duly assigned and delivered unto the said Raymond E. Beck, Assignee of the Mortgagee, for the purpose of foreclosure and collection;

Principal balance due on $32,000.00 mortgage and note dated April 7, 1972	$ 19,164.03
Interest from October 1, 1974 to December 3, 1976 at $4.20 per day (794 days)	3,334.80
Total	$ 22,498.83

Summary from above:

Total of First Mortgage and Note, principal and interest	3,276.37
Total of Second Mortgage and Note, principal and interest	22,498.83
TOTAL	$ 25,775.20

Raymond E. Beck
Raymond E. Beck
Assignee of Mortgagee
189 East Main Street
Westminster, Maryland 21157
848-3133 833-3133

STATE OF MARYLAND)
(To Wit:
COUNTY OF CARROLL)

I HEREBY CERTIFY, That on this 3rd day of December, 1976, before the undersigned Notary Public in and for the State and County aforesaid, personally appeared JOSEPH H. BEAVER, JR., President of UNION NATIONAL BANK OF WESTMINSTER, Mortgagee, and made oath in due form of law that there is justly due and owing on the aforesaid indebtednesses, secured by said mortgages from Dean E. Clark and Marion A. Clark, his wife, to Union National Bank of Westminster (assigned to Raymond E. Beck for the purpose of foreclosure and collection) the following amount of principal and interest:

Principal balance due on $18,500.00 mortgage and note dated June 19, 1963	$ 3,251.53	
Interest from October 19, 1976 to December 3, 1976 at $.54 per day (46 days)	24.84	$ 3,276.37
Principal balance due on $32,000.00 mortgage and note dated April 7, 1972	$ 19,164.03	
Interest from October 1, 1974 to December 3, 1976 at $4.20 per day (794 days)	3,334.80	$ 22,498.83
TOTAL		$ 25,775.20

Charles David Hollman

CHARLES DAVID HOLLMAN NOTARY PUBLIC CARROLL CO., MD.

Notary Public
My Commission Expires: 7-1-78

RAYMOND E. BECK Assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157 Complainant	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY IN EQUITY
vs.	*	
DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157 Respondents	*	Case No. 14379 Docket 27 Page 56

* * * * * * * * * * *

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 3rd day of December, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH H. BEAVER, JR., President of UNION NATIONAL BANK OF WESTMINSTER and made oath in due form of law that he knows the Respondents herein and that to the best of his information, knowledge and belief:

(1) That said Respondents are not in the Military Service of the United States of America;

(2) That said Respondents are not in the Military Service of any Nation allied with the United States of America;

(3) That said Respondents have not been ordered to report for induction under the Selective Training and Service Act;

(4) That said Respondents are not members of the Enlisted Reserve Corps who has been ordered to report for Military Service.

CHARLES DAVID HOLLMAN NOTARY PUBLIC CARROLL CO., MD.

Notary Public
My Commission Expires: 7-1-78

Filed Dec 9, 1976

PURCHASE AGREEMENT

I/We hereby certify that I/we have this 5th day of February, 1977, purchased at Public Sale from RAYMOND E. BECK, Assignee of Mortgagee, all that lot or parcel of land situate near Frizzellbrug, in the Uniontown 2nd Election District, Carroll County, Maryland, containing 15.52 acres of land, more or less, being the same land conveyed unto DEAN E. CLARK and MARION A. CLARK, his wife, by deed of Carson G. Ritenour and Margaret D. Ritenour, his wife, bearing date June 19, 1963 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 360, folio 574, &c. at and for the sum of $70,500.00 and I/we hereby bind myself/ourselves, my/our heirs, executors, administrators and assigns to comply with the terms of sale as set forth in the annexed Assignee's advertisement thereof.

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

WITNESS:

Carla D. Holman

DASY Corporation
By: Edward C. Bollinger (SEAL)
Edward C. Bollinger, Pres.

(SEAL)

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
FEB 14 9 39 AM '77
CLERK

STATE OF MARYLAND)
(To Wit:
COUNTY OF CARROLL)

I/We do hereby certify that as purchaser(s) of the aforegoing real estate purchased by me/us from Raymond E. Beck, Assignee of Mortgagee, this 5th day of February, 1977, I/we was/were not acting as agent for any other person; that no other person or persons is/are interested as principal in the purchase of said real estate and, further, that I/we have not, directly or indirectly, discouraged anyone from bidding for the said property.

Witness my/our hand(s) and seal(s) this 5th day of February, 1977.

WITNESS:

Charles D. Hollman

Daisy Corporation
By Edward U. Bollinger (SEAL)
Edward U. Bollinger, Pres.

_____ _____ (SEAL)

Subscribed and sworn to before the undersigned Notary Public this 5th day of February, 1977.

Charles David Hollman

CHARLES DAVID HOLLMAN
NOTARY PUBLIC
CARROLL COUNTY, MD.

Notary Public
My Commission Expires: 7/1/78

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
FEB 14 9 39 AM '77
CLK

RAYMOND E. BECK Assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157	*	CARROLL COUNTY Equity No. 14379 Docket 27 Folio 56
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Raymond E. Beck, Assignee of Mortgagee, as hereinbefore set forth, respectfully shows that by virtue of the power of sale contained in two (2) mortgages from Dean E. Clark and Marion A. Clark, his wife, the first said mortgage dated June 19, 1963 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 360, Folio 576 &c., and the second said mortgage dated April 7, 1972 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 508, Folio 665&c., default having occurred in the performance of the covenants in the said mortgages contained, the said Raymond E. Beck, Assignee of Mortgagee, as aforesaid, under the powers of said mortgages and more fully set forth therein after having given a duly approved bond, with security, for the faithful performance of his trust and after having complied with all of the other prerequisites of said mortgages and of law and after having given more than twenty (20) days' notice said notice being given at least once in each week for three (3) successive weeks, the first said publication having been not less than twenty (20) days prior to sale and the last such publication having been not more than one (1) week prior to sale, of the time, place, manner and terms of sale in THE CARROLL COUNTY TIMES, a newspaper printed and published in Westminster, Carroll County, Maryland, as more particularly set forth in a certification of THE CARROLL COUNTY TIMES accompanied by a copy of the

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CIRCUIT COURT
CARROLL CO., MD.
FEB 14 9 28 AM '77
Ira Shipley
CLERK

advertisement as appeared in said paper, which certification is attached hereto and made a part hereof as Exhibit No. 1, that the said Raymond E. Beck, Assignee of the Mortgagee caused a notice to be sent to the Mortgagors herein, Dean E. Clark and Marion A. Clark, his wife, at their last known address, a notice, setting forth the time, place and terms of sale, and that such notice was sent by registered mail not earlier than twenty (20) days and not later than five (5) days before the date of said sale, as more particularly set forth in the Affidavit of Raymond E. Beck, Assignee of Mortgagee, which Affidavit is attached hereto and made a part hereof as Exhibit No. 2, that the said Raymond E. Beck, Assignee of Mortgagee did attend sale on Saturday, February 5, 1977 at 1:30 p.m., on the premises, near Frizzellburg, Carroll County, Maryland, pursuant to said notices and then and there offered at public sale to the highest bidder all that lot or parcel of land contained 15.52 acres of land, more or less, located as aforesaid, being all the same land conveyed unto the said Dean E. Clark and Marion A. Clark, his wife, by deed of Carson G. Ritenour and Margaret D. Ritenour, his wife, bearing date of June 19, 1963, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 360, Folio 574&c., and sold the same unto DASY CORPORATION, at and for the sum of Seventy Thousand Five Hundred Dollars ($70,500.00), it being then and there, at that price, the highest bidder therefor.

AND, the said Raymond E. Beck, Assignee of Mortgagee, further reports that the said purchaser has elected to pay the said purchase price in cash at settlement to be within thirty (30) days after ratification of this sale by your Honorable Court. Raymond E. Beck, Assignee of Mortgagee further reports that said property was fairly sold for the most money which could be obtained for the same to the Corporation herein named.

ALL of which is respectfully submitted.

Raymond E. Beck

Raymond E. Beck
Assignee of Mortgagee
189 East Main Street
Westminster, Maryland 21157

STATE OF MARYLAND)
) To Wit:
COUNTY OF CARROLL)

I HEREBY CERTIFY That on this 8th day of February, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAYMOND E. BECK, ASSIGNEE OF MORTGAGEE, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein stated, and that the sale therein reported was bona fide and fairly made.

WITNESS my hand and Notarial Seal.

CHARLES DAVID HOLLMAN NOTARY PUBLIC CARROLL COUNTY, MD.

Charles David Hollman
Notary Public
My Commission Expires: 7-1-78

LIBER 92 PAGE 572

Office of The Carroll County Times

Westminster, Md. Feb. 2 *19* 77

THIS IS TO CERTIFY that the annexed Assignee Mortgagee

was published for four (4) *successive weeks previous to the* 2

day of February *19* 77, *in The Carroll County Times, a weekly*

newspaper published in Westminster, Carroll County, Maryland.

THE CARROLL COUNTY TIMES

Per C. L. Sheppard

Public Sale

ASSIGNEE OF MORTGAGEE
PUBLIC SALE
OF VALUABLE REAL ESTATE

on the north side of Old Taneytown Pike, west of Frizzellburg, just east of intersection of Richardson Road, Carroll County, Maryland:—

By virtue of the power of sale contained in two (2) mortgages from Dean E. Clark and Marion A. Clark, his wife, the first said mortgage dated June 19, 1963 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 360, Folio 576, &c., and the second said mortgage dated April 7, 1972 and recorded among the Land Records of Carroll County in Liber C.C.C. No. 508, Folio 665, &c., the undersigned Assignee of said Mortgagee will offer at PUBLIC SALE on the premises, on

SATURDAY, FEBRUARY 5,

1977 at 1:30 P.M. all that tract or parcel of land situate near Frizzellburg, in Uniontown (2nd) Election District, Carroll County, Maryland, containing 15 52 acres of land, more or less.

IMPROVED by a large two story frame dwelling with two (2) bathrooms, kitchen, dining room, living room, three (3) bedrooms, fireplace, closed in porch, oil furnace, private well and septic system, summer kitchen, barn and several outbuildings.

TERMS OF SALE: $3,000.00 cash or certified check on day of sale. Balance in cash upon settlement to be within thirty (30) days of ratification of sale. Taxes to be adjusted to date of ratification of sale. All documentary stamps, transfer taxes and all costs of transfer to be paid by purchaser.

RAYMOND E. BECK
Assignee of Mortgagee
189 East Main Street
Westminster, Maryland 21157
848-3133 833-3133

Auctioneer: T. R. O'FARRELL, INC.
No. 0286

EXHIBIT NO. 1.

AFFIDAVIT OF RAYMOND E. BECK, ASSIGNEE OF MORTGAGE

I, RAYMOND E. BECK, Assignee of Mortgagee, hereby certify and affirm under the penalties of perjury that before making sale of the subject mortgaged property, I sent by registered mail to the Mortgagors, Dean E. Clark and Marion A. Clark, his wife, at the Mortgagors last known address, a notice of the time, place and terms of sale. The Notice was sent not earlier than twenty (20) days and not later than five (5) days before the date of sale. I further certify that the provisions of Maryland Rule W74a. 2. (c) have been complied with.

Raymond E. Beck
Raymond E. Beck
Assignee of Mortgagee

STATE OF MARYLAND, COUNTY OF CARROLL: To Wit:

I HEREBY CERTIFY That on this 8th day of February, 1977, before me, a subscriber, a Notary Public in and for the State and County aforesaid personally appeared RAYMOND E. BECK, ASSIGNEE OF MORTGAGEE and made oath in due form of law that the matters and facts set forth in the attached Affidavit are true and correct as therein stated.

WITNESS my hand and Notarial Seal.

CHARLES DAVID HOLLMAN NOTARY PUBLIC CARROLL COUNTY, MD.

Charles David Hollman
Notary Public
My Commission Expires: 7-1-78

EXHIBIT NO. 2.

RAYMOND E. BECK assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY
vs.	*	
DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157	*	Equity No. 14379 Docket 27 Folio 56

* * * * * * * * * * *

ORDER NISI ON SALE OF REAL ESTATE

UPON the aforegoing Report of Sale, exhibits filed therewith, and Affidavit, it is ORDERED this 14th day of February, 1977, by the Circuit Court for Carroll County in Equity, that the sale of the real estate mentioned in these proceedings, made and reported by Raymond E. Beck, Assignee of Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March, 1977, provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, Maryland, once a week in each of three successive weeks before the 3rd day of March, 1977.

The report stated the amount of sale to be Seventy Thousand Five Hundred Dollars ($70,500.00).

Charles C. Conaway
Charles C. Conaway, Clerk
Circuit Court for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
FEB 14 9 30 AM '77
Shirley
CLERK

IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
Equity No. 14379
Docket 27
Folio 56

RAYMOND E. BECK
assignee of Mortgagee
189 East Main Street
Westminster, Maryland 21157

vs.

DEAN E. CLARK and
MARION A. CLARK, his wife
2214 Old Taneytown Road
Westminster, Maryland 21157

ORDER NISI ON
SALE OF REAL ESTATE

UPON the aforegoing Report of Sale, exhibits filed therewith, and Affidavit, it is ORDERED this 14th day of February, 1977, by the Circuit Court for Carroll County in Equity, that the sale of the real estate mentioned in these proceedings, made and reported by Raymond E. Beck, Assignee of Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March, 1977, provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, Maryland, once a week in each of three successive weeks before the 3rd day of March, 1977.

The report stated the amount of sale to be Seventy Thousand Five Hundred Dollars ($70,500.00).

Charles C. Conaway, Clerk
Circuit Court for
Carroll County

No. 0333

Office of The Carroll County Times

Westminster, Md., 3/2 *19* 77

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 2 *day of* February *19* 77*, in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per C. L. Shepperd

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
MAR 15 4 08 PM '77
CLERK

	*	IN THE
RAYMOND E. BECK Assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157	*	CIRCUIT COURT
	*	FOR
vs.	*	CARROLL COUNTY
DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157	*	Equity No. 14379
		Docket 27
	*	Folio 56

* * * * * * * * * * *

ORDER OF RATIFICATION

IT IS ORDERED, this 15th day of March, 1977, by the Circuit Court for Carroll County, sitting as a Court of Equity that the sale of the property mentioned in these proceedings made and reported by Raymond E. Beck, Assignee of Mortgagee, to DASY CORPORATION, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice has been given in accordance with the preceding Order Nisi passed in said cause.

AND THIS CAUSE is hereby referred to the auditor of this Court to state on account of the trust fund, allowing therein to be the Assignee of Mortgagee commissions allowable under the mortgages, and such other costs and expenses as said Assignee shall produce satisfactory vouchers therefor.

E. O. Weant, Jr., Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD.
MAR 15 4 08 PM '77
CLERK

LIBER 92 PAGE 577

RAYMOND E. BECK, Assignee of Mortgagee 189 East Main Street Westminster, Maryland 21157 Complainant vs. DEAN E. CLARK and MARION A. CLARK, his wife 2214 Old Taneytown Road Westminster, Maryland 21157 Respondents	No. 14379 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated March 15, 1977, and filed in this cause, he has stated the within account.

He has charged the Assignee ---------- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Union National Bank of Westminster, Mortgagee, in full liquidation of its mortgage claims; L. E. Smith Wholesale Distributor, Inc. in full liquidation of its judgment claim dated April 18,***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

*** 1974; Random House, Inc. in full liquidation of its judgment claim; Small Business Administration in full liquidation of its judgment claim; American Greetings Corp. in full liquidation of its judgment claim; and Union National Bank of Westminster for partial liquidation of its judgment claim.

RB

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

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A. R. Kelly
CLERK

The mortgaged real estate of Dean E. Clark and Marion A. Clark, his wife, Mortgagors, in account with Raymond E. Beck, Assignee of Mortgagee.

DEBIT

Amount received from sale of real estate as shown by Report of Sale filed on February 14, 1977	$ 70,500.00
Amount received for 1976/77 real estate taxes adjustment	$ 100.23
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 70,600.23

CREDIT

1.	To Raymond E. Beck, Assignee of Mortgagee, for commissions	$ 3,325.00
2.	To Landmark Community Newspapers, for advertising sale	$ 159.60
3.	To Hanover Evening Sun, for advertising sale	$ 49.20
4.	To Leeds K. Billingslea & Son, for premium on bond	$ 120.00
5.	To T. R. O'Farrell Auction Co., Inc., for auctioneering sale	$ 705.00
6.	To Landmark Community Newspapers, for Nisi on Sale	$ 17.00
7.	To Robert Cromwell, for removing snow on date of sale	$ 40.00
8.	To S. Lease Warner, Inc., for fuel oil for premises	$ 229.05
9.	To Baltimore Gas and Electric Co., for electric service from January 7th. to March 31st., 1977	$ 41.76
10.	To Raymond E. Beck, for attorney's fee as provided in mortgage dated June 19, 1963	$ 200.00
11.	To Raymond E. Beck, for attorney's fee, as provided in mortgage dated April 7, 1972	$ 250.00
12.	To Tax Collector of Carroll County, for 1976/77 real estate taxes	$ 427.96

COURT COSTS AS TAXED BY THE CLERK:

Law Library	$10.00		
Clerk	$ 40.00		
Clerk	$ 1.00		
Clerk (Recording)	$ 54.00		
Auditor	$225.00		
Copy of audit	$ 1.50		
Clerk (Recording Auditor's Report)	$ 18.00		
Auditor's Notices (14)	$ 2.10		
Filing Vouchers (14)	$ 3.50	$ 355.10	$ 5,919.67

BALANCE FOR DISTRIBUTION ---------- $ 64,680.56

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Union National Bank of Westminster, its mortgage claim filed on December 3, 1976 (Mortgage dated June 19, 1963)	$ 3,276.37		
Interest from December 3, 1976 to date of audit	$ 79.08	$ 3,355.45	
To: Union National Bank of Westminster, its mortgage claim filed on December 3, 1976 (Mortgage dated April 7, 1972)	$ 22,498.83		
Interest from December 3, 1976 to date of audit	$ 621.54	$23,120.37	$ 26,475.82

BALANCE ---------- $ 38,204.74

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: L. E. Smith Wholesale Distributor, Inc., % Charles E. Stoner, Esquire 43 North Court Street Westminster, Maryland 21157 Judgment Claim dated April 18, 1974, filed in proceedings and per Order of Court dated February 18, 1977	$ 15,000.00	
Interest from April 18, 1974, to date of audit	$ 2,727.50	
Costs of suit	$ 39.00	$ 17,766.50

BALANCE ---------- $ 20,438.24

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Random House, Inc.
% Weinberger & Weinstock, P.A.
1500 Court Square Building
Baltimore, Maryland 21202
Judgment Claim dated October 9, 1974, filed in proceedings

(See next page ---)

and per Order of Court dated
February 8, 1977 - $1,318.17
less payments - $218.17 ---------- $ 1,100.00
Interest from October 9, 1974,
to date of audit ---------- $ 172.20
Costs of suit ---------- $ 39.00 $ 1,311.20

BALANCE ---------- $ 19,127.04

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Small Business Administration,
an Agency of the United States
Government
% Michael J. Dausch, III, Esquire
7800 York Road
Towson, Maryland 21204
Judgment claim dated April 1,
1975, filed in proceedings and
per Order of Court dated
March 7, 1977 ---------- $ 15,385.85
Interest from March 3, 1977,
to date of audit ---------- $ 220.72
Costs of suit ---------- $ 45.00 $ 15,651.57

BALANCE ---------- $ 3,475.47

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: American Greetings Corp.
% Marker J. Lovell, Esquire
6 North Court Street
Westminster, Maryland 21157
Judgment claim dated April 28,
1975 ---------- $ 2,371.48
Interest from April 28, 1975,
to date of audit ---------- $ 284.98
Costs of suit ---------- $ 14.00 $ 2,670.46

BALANCE ---------- $ 805.01

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Union National Bank of Westminster,
% Charles D. Hollman, Esquire
189 East Main Street
Westminster, Maryland 21157
Judgment claim dated May 22,
1975 ---------- $ 7,464.34
Interest from May 22, 1975,
to date of audit ---------- $ 867.06
Costs of suit ---------- $ 40.00

TOTAL ---------- $ 8,371.40

ABOVE BALANCE ---------- $ 805.01 $ 805.01

DEFICIT ---------- $ 7,566.39 $ - 0 -

NOTE: Your Auditor has noted the additional judgments and claim filed in these proceedings:

(See next page ---)

1. L. E. Smith Wholesale Distributors, Inc.,
   % Charles E. Stoner, Esquire
   43 North Court Street
   Westminster, Maryland 21157
   Judgment claim dated June 2, 1975,
   Amount $13,858.79, plus int. & costs

2. Newton Manufacturing Company,
   % Marker J. Lovell, Esquire
   6 North Court Street
   Westminster, Maryland 21157
   Judgment claim dated June 9, 1975,
   Amount $179.57, plus int. & costs

3. The Cerema Center, Inc.,
   % Thomas F. Stansfield, Esquire
   34 North Court Street,
   Westminster, Maryland 21157
   Judgment claim dated Oct. 20, 1975,
   Amount $2,604.00, plus int. & costs

4. Grosset & Dunlap, Inc.,
   % Stephen P. Bourexis, Esquire
   P. O. Box 085, 235 E. Main St.,
   Westminster, Maryland 21157
   Judgment claim dated June 21, 1976
   Amount $1,214.46, plus int. & costs

5. Houghton Mifflin Company,
   % Stephen P. Bourexis, Esquire
   P. O. Box 085,235 E. Main St.,
   Westminster, Maryland 21157
   Judgment claim dated April 6, 1977
   Amount $369.10, plus int. & costs

6. Environmental Engineering, Inc.,
   % Stephen P. Bourexis, Esquire
   P.O. Box 085, 235 E. Main St.,
   Westminster, Maryland 21157
   Claim (no judgment) dated Oct.
   31, 1974
   Amount $600.00

RAYMOND E. BECK, Assignee of Mortgagee vs. DEAN E. CLARK and MARION A. CLARK, his wife	I I I I I I I	No. 14379 Equity. In the Circuit Court for Carroll County.

ORDERED, this 29th day of April in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 16th day of May, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some news paper published in Carroll County~~

Filed April 29, 1977

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this ______ day of ~~XXX~~, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Assignee is ------------------ hereby authorized to pay out the trust funds accordingly.

~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

LIBER 92 PAGE 583

RAYMOND E. BECK, Assignee of Mortgagee	:	NO. 14379 EQUITY
Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
DEAN E. CLARK and MARION A. CLARK, his wife	:	CARROLL COUNTY
Defendants	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Dean E. Clark and Marion A. Clark, his wife, Defendants, in the above entitled cause, by Charles O. Fisher and Walsh, Fisher & Gilmore, their attorneys, respectfully except to the auditor's account filed in this cause on April 29, 1977, for the following reason:

That in said auditor's account, the court's auditor allowed payment in full of the judgment of L. E. Smith Wholesale Distributor, Inc. against your Defendants in the amount of $15,000.00 with interest from April 18, 1974 to date of filing audit and costs of suit totaling $17,766.50, which is incorrect because a credit was not given for ten (10) monthly payments of $681.85 each made on the note upon which the judgment was entered to the Adams County National Bank, Gettysburg, Pennsylvania.

And as in duty bound, etc.

Dean E. Clark
Dean E. Clark

Marion A. Clark
Marion A. Clark
Defendants

Charles O. Fisher
Charles O. Fisher

Walsh, Fisher & Gilmore
Walsh, Fisher & Gilmore
Attorneys for Defendants

Sworn to and subscribed to before me,
a Notary Public of the State of Maryland,
this 14th day of May, 1977.

James F. Erb
Notary Public
My commission expires:
7/1/78

JAMES F. ERB NOTARY PUBLIC CARROLL CO., MD.

MAY 16 9 51 AM '77
RECEIVED IN CIRCUIT COURT CARROLL COUNTY, MD.
CLERK

I hereby certify that I have mailed a copy of the foregoing Exceptions, postage prepaid, to Charles E. Stoner, Esquire, 43 North Court Street, Westminster, Maryland 21157, Attorney for Plaintiff, this 16th day of May, 1977.

Charles O. Lee

Of Counsel

RAYMOND E. BECK, Assignee of Mortgagee	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
	:	CARROLL COUNTY
DEAN E. CLARK and MARION A. CLARK, his wife	:	NO. 14379 EQUITY Docket No. 27 Folio 56
Defendants	:	

AMENDED PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

L. E. Smith Wholesale Distributor, Inc., by Charles E. Stoner, its attorney, respectfully represents unto your Honorable Court:

1. That L. E. Smith Wholesale Distributor, Inc. is the holder of a judgment against Dean E. Clark and Marion A. Clark, his wife, dated April 18, 1974 and recorded among the Judgment Records of Carroll County in Docket 39, folio 179, which judgment is a lien upon the parcel of land which was in this case sold by the Assignee named in a prior mortgage.

2. That the face amount of the judgment obtained by your Petitioner is Fifteen Thousand Dollars ($15,000.00); that in the original petition filed in this cause, it was set forth that the balance due andowing thereon was Fifteen Thousand Dollars ($15,000.00), however, your Petitioner inadvertently made a mistake and failed to give the Defendants, Dean E. Clark and Marion A. Clark, his wife, credit for a prior payment on said mortgage; that the confusion was caused as a result of the fact that your Petitioner had obtained two separate judgments against the Defendants and upon rechecking with its accountant, the Petitioner was advised that the principal amount due and owing under the aforementioned judgment is actually Nine Thousand Seventy-One Dollars and Seventy-Two Cents ($9,071.72) with interest and

Filed June 16, 1977

Thirty-Nine Dollars ($39.00) costs of suit.

3. That the property was sold at foreclosure sale recently, and your Petitioner believes that the amount realized by such sale will be in excess of all monies due and owing the prior mortgage holder for whom Raymond E. Beck is Assignee and all other prior liens and encumbrances, if any, and costs of these proceedings.

WHEREFORE, your Petitioner prays:

A. That upon the audit of the proceeds realized from the sale of the property in this cause, your Petitioner may be allowed its amended amount of claim in its proper priority.

B. And that your Petitioner may have such other and further relief as may be required.

AND AS IN DUTY BOUND, ETC.

Charles E. Stoner

Charles E. Stoner
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045
Attorney for Petitioner

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 15th day of June, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared L. E. SMITH, President of L. E. Smith Wholesale Distributor, Inc., Petitioner, and acknowledged that he has read said instrument in its entirety and that the facts and matters therein contained are true to the best of his information, knowledge and belief and that he executed the same for the purposes therein contained and is authorized to do so.

WITNESS my hand and Notarial Seal.

Karen L. Bosley
Notary Public.

My commission expires the 1st day of July, 19[illegible]

KAREN L. BOSLEY NOTARY PUBLIC CARROLL CO., MD.

I HEREBY CERTIFY that on this 15th day of June, 1977, a copy of the aforegoing Amended Petition was mailed to Raymond E. Beck, Esquire, 189 East Main Street, Westminster, Maryland 21157, Assignee of Mortgagee; Charles O. Fisher, Esquire, 179 East Main Street, Westminster, Maryland 21157, Attorney for Dean E. and Marion A. Clark; and G. Edwin Robertson, 134 East Main Street, Westminster, Maryland 21157.

Charles E. Stoner

Charles E. Stoner
Attorney for Petitioner

RAYMOND E. BECK, Assignee of Mortgagee	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
	:	CARROLL COUNTY
DEAN E. CLARK and MARION A. CLARK, his wife	:	NO. 14379 EQUITY Docket No. 27
Defendants	:	Folio 56

ORDER

Upon the aforegoing Amended Petition and Affidavit, it is this 17th day of June, 1977, by the Circuit Court for Carroll County, ORDERED that the judgment of L. E. Smith Wholesale Distributor, Inc. be allowed in the Auditor's account to be stated herein in the amount of $9,071.72 with interest and $39.00 cost, in accordance with its usual priority and subject to the usual exceptions.

E. A. Kerr Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUN 17 3 08 PM '77
C. L. Kelly
CLERK

LIBER 92 PAGE 589

RAYMOND E. BECK, Assignee of Mortgagee,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
vs.	:	FOR
	:	CARROLL COUNTY
DEAN E. CLARK and MARION A. CLARK, his wife,	:	NO. 14379 EQUITY
Defendants.	:	Docket No. 27, Folio 56

STIPULATION

It is hereby stipulated by and between Charles E. Stoner, Attorney for L.E. Smith Wholesale Distributor, Inc., and Charles O. Fisher, Attorney for Dean E. Clark and Marion A. Clark, his wife, that the correct amount due under the judgment claim of L.E. Smith Wholesale Distributor, Inc. in the above proceeding dated April 18, 1974 and recorded among the Judgment Records of Carroll County in Docket 39, folio 179, and erroneously carried in the audit in these proceedings as $17,766.50, is as follows:

Principal Balance	$ 9,071.72
Interest from 3/10/75 to 4/29/77 (date of audit) @ 8½%	1,649.34
Costs of suit	39.00
	$ 10,760.06

And it is further stipulated that the audit be referred back to the Auditor for restating to reflect this stipulated indebtedness.

RB
RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUN 28 1 23 PM '77
CLERK

Charles E. Stoner
43 N. Court Street
Westminster, Maryland 21157
848-7777
Attorney for L.E. Smith Wholesale Distributor, Inc.

Charles O. Fisher
179 E. Main Street
Westminster, Maryland 21157
848-9200
Attorney for Dean E. Clark and Marion A. Clark, his wife

I hereby certify that a copy of the within Stipulation was mailed, postage prepaid, to Raymond E. Beck, Esq., 189 East Main Street, Westminster, Maryland 21157, Assignee of Mortgagee, and to G. Edwin Robertson, Esq., Auditor, 134 East Main Street, Westminster, Maryland 21157, this 28th day of June, 1977.

Charles O. Fisher

Charles O. Fisher

LIBER 92 PAGE 591

RAYMOND E. BECK, Assignee of Mortgagee	I	No. 14379 Equity.
vs.	I	In the
DEAN E. CLARK and MARION A CLARK, his wife	I	Circuit Court
	I	for
	I	Carroll County.

AMENDED ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated ---------- and filed in this cause, he has stated the within Amended Account.

He has charged the Assignee of Mortgagee ----- with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgagee his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Union National Bank of Westminster, Mortgagee, in full liquidation of its mortgage claims; L. E. Smith Wholesale Distributor, Inc. in full liquidation of its judgment claim dated April 18, 1974; Ran-***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Robertson
Auditor

**** dom House, Inc. in full liquidation of its judgment claim; Small Business Administration in full liquidation of its judgment claim; American Greetings Corp. in full liquidation of its judgment claim; and Union National Bank of Westminster for partial liquidation of its judgment claim.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUL 22 9 03 AM '77
C. L. Kelly
CLERK

The mortgaged real estate of Dean E. Clark and Marion A. Clark, his wife, Mortgagors, in account with Raymond E. Beck, Assignee of Mortgagee.

DEBIT

Amount received from sale of real estate as shown by Report of Sale filed on February 14, 1977	$ 70,500.00
Amount received for 1976/77 real estate taxes adjustment	$ 100.23
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 70,600.23

CREDIT

1.	To Raymond E. Beck, Assignee of Mortgagee, for commissions	$ 3,325.00
2.	To Landmark Community Newspapers, for advertising sale	$ 159.60
3.	To Hanover Evening Sun, for advertising sale	$ 49.20
4.	To Leeds K. Billingslea & Son, for premium on bond	$ 120.00
5.	To T. R. O'Farrell Auction Co., Inc., for auctioneering sale	$ 705.00
6.	To Landmark Community Newspapers, for Nisi on Sale	$ 17.00
7.	To Robert Cromwell, for removing snow on date of sale	$ 40.00
8.	To S. Lease Warner, Inc., for fuel oil for premises	$ 229.05
9.	To Baltimore Gas and Electric Co., for electric service from January 7th. to March 31st., 1977	$ 41.76
10.	To Raymond E. Beck, for attorney's fee, as provided in mortgage dated April 7, 1972	$ 200.00
11.	To Raymond E. Beck, for attorney's fee, as provided in mortgage dated April 7, 1972	$ 250.00

12. To Tax Collector of Carroll County, for 1976/77 real estate taxes ---------- $ 427.96

COURT COSTS AS TAXED BY THE CLERK AS STATED IN PRIOR AUDIT:

Law Library ----------	$ 10.00		
Clerk ----------	$ 40.00		
Clerk ----------	$ 1.00		
Clerk (Recording) ----------	$ 54.00		
Auditor ----------	$ 225.00		
Copy of audit ----------	$ 1.50		
Clerk (Recording Auditor's Report) ----------	$ 18.00		
Auditor's Notices (14) ------	$ 2.10		
Filing Vouchers (14) --------	$ 3.50	$ 355.10	

COURT COSTS AS TAXED BY THE CLERK WITH REFERENCE TO AMENDED AUDIT:

Auditor ----------	$ 180.00		
Copy of audit ----------	$ 1.50		
Clerk (Recording Auditor's Amended Report) ----------	$ 21.00		
Auditor's Notices (14) ------	$ 2.10	$ 204.60	$ 6,124.27

BALANCE FOR DISTRIBUTION ---------- $ 64,475.96

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Union National Bank of Westminster, its mortgage claim filed on December 3, 1976, (Mortgage dated June 19, 1963) ------	$ 3,276.37		
Interest from December 3, 1976, to date of first audit ----------	$ 79.08		
Interest from date of first audit to date of amended audit ----------	$ 44.92	$ 3,400.37	
To: Union National Bank of Westminster, its mortgage claim filed on December 3, 1976, (Mortgage dated April 7, 1972) ------	$ 22,498.83		
Interest from December 3, 1976, to date of first audit ----------	$ 621.54		
Interest from date of first audit to date of amended audit ----------	$ 353.50	$23,473.87	$ 26,874.24

BALANCE ---------- $ 37,601.72

BALANCE BROUGHT FORWARD ---------- $ 37,601.72

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: L. E. Smith Wholesale
Distributor, Inc.,
% Charles E. Stoner, Esquire
43 North Court Street
Westminster, Maryland 21157
Judgment claim dated April 18,
1974, filed in proceedings and
per Order of Court dated
February 18, 1977 ---------- $ 9,071.72
Interest from April 18, 1974,
to date of first audit ---------- $ 1,649.34
Interest from date of first
audit to date of amended audit ---- $ 125.45
Costs of suit ---------- $ 39.00 $ 10,885.51

BALANCE ---------- $ 26,716.21

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Random House, Inc.
% Weinberger & Weinstock, P.A.
1500 Court Square Building
Baltimore, Maryland 21202
Judgment claim dated October 9,
1974, filed in proceedings
and per Order of Court dated
February 8, 1977 - $ 1,318.17
less payments - $ 218.17 ---------- $ 1,100.00
Interest from October 9, 1974,
to date of first audit ---------- $ 172.20
Interest from date of first
audit to date of amended audit ---- $ 15.14
Costs of suit ---------- $ 39.00 $ 1,326.34

BALANCE ---------- $ 25,389.87

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Small Business Administration,
an Agency of the United States
Government
% Michael J. Dausch, III, Esquire
7800 York Road
Towson, Maryland 21204
Judgment claim dated April 1,
1975, filed in proceedings and
per Order of Court dated
March 7, 1977 ---------- $ 15,385.85
Interest from March 3, 1977,
to date of first audit ---------- $ 220.72
Interest from date of first
audit to date of amended audit --- $ 327.18
Costs of suit ---------- $ 45.00 $ 15,978.75

BALANCE ---------- $ 9,411.12

BALANCE BROUGHT FORWARD ---------- $ 9,411.12

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: American Greetings Corp.
% Marker J. Lovell, Esquire
6 North Court Street
Westminster, Maryland 21157

Judgment claim dated April 28, 1975 ----------	$ 2,371.48	
Interest from April 28, 1975, to date of first audit ----------	$ 284.98	
Interest from date of first audit to date of amended audit ----	$ 32.79	
Costs of suit ----------	$ 14.00	$ 2,703.25
BALANCE ----------		$ 6,707.87

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Union National Bank of Westminster,
% Charles D. Hollman, Esquire
189 East Main Street
Westminster, Maryland 21157

Judgment claim dated May 22, 1975 ----------	$ 7,464.34	
Interest from May 22, 1975, to date of first audit ----------	$ 867.06	
Interest from date of first to date of amended audit ----------	$ 103.16	
Costs of suit ----------	$ 40.00	
TOTAL ----------	$ 8,474.56	
ABOVE BALANCE ----------	$ 6,707.87	$ 6,707.87
DEFICIT ----------	$ 1,766.69	$ - 0 -

NOTE: Your Auditor has noted the additional judgments and claim filed in these proceedings which are as follows:

1. L. E. Smith Wholesale Distributors, Inc.,
% Charles E. Stoner, Esquire
43 North Court Street
Westminster, Maryland 21157
Judgment claim dated June 2, 1975,
Amount of $13,858.79, plus int. and costs

2. Newton Manufacturing Company,
% Marker J. Lovell, Esquire
6 North Court Street
Westminster, Maryland 21157
Judgment claim dated June 9, 1975,
Amount of $179.57, plus int. & costs

(See next page ---)

3. The Cerema Center, Inc.,
% Thomas F. Stansfield, Esquire
34 North Court Street
Westminster, Maryland 21157
Judgment claim dated October 20, 1975,
Amount of $2,604.00, plus int. & costs

4. Grosset & Dunlap, Inc.,
% Stephen P. Bourexis, Esquire
P. O. Box 085, 235 E. Main Street
Westminster, Maryland 21157
Judgment claim dated June 21, 1976,
Amount of $1,214.46, plus int. & costs

5. Houghton Mifflin Company,
% Stephen P. Bourexis, Esquire
P. O. Box 085, 235 E. Main Street
Westminster, Maryland 21157
Judgment claim dated April 6, 1977
Amount on $369.10, plus int. & costs

6. Environmental Engineering, Inc.
% Stephen P. Bourexis, Esquire
P. O. Box 085, 235 E. Main Street
Westminster, Maryland 21157
Claim (no judgment) dated October
31, 1974
Amount of $600.00

RAYMOND E. BECK, Assignee of Mortgagee vs. DEAN E. CLARK and MARION A CLARK, his wife	I I I I I I I	No. 14379 Equity. In the Circuit Court for Carroll County.

ORDERED, this 22nd day of July in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Amended Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 8th day of August, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

Filed July 22, 1977

ORDERED, this 9th day of August, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing Amended account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Assignee of Mortgagee is ----- hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

Filed
RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
AUG 9 2 30 PM '77
Mrs Shirley
CLERK

a-x

No. 14500 Docket 27 Folio 112

CIRCUIT COURT FOR CARROLL COUNTY

STONER

CHARLES E. STONER
ASSIGNEE

VS

(See 14347)

ROBERT MURRAY
AND
SUSAN P. LEO

Orandle

LIBER 92 PAGE 598

DATE	CLERK'S MEMORANDUM	NO.
3-9-77	Order to docket case, Original Partial Purchase Money Mortgage, Statement of Mortgage Claim and Certification of value fd. Same day Assignee's Bond approved and filed.	
4-25-77	Printers Certicate of Mortgagee's sale of property, Report of Sale Certification of Notice and Order Nisi fd. Same day Order of Publication mailed to Carroll County Times, copy delivered to Atty.	
5-26-77	Printers Certificate of Order Nisi on Sale fd.	
6-22-77	Motion for Consolidation fd.	
6-23-77	Affidavit of Purchaser fd.	
6-29-77	Order ratifying Sale fd. Proceedings delivered to Auditor.	
8-24-77	Auditors account, Order Nisi thereon and vouchers thereto fd.	
9-14-77	Order finally ratifying Audit fd.	
11-1-77	Case called, (Judge E. O. Weant, Jr. presiding) and passed for settlement. Order of Court disbursing net proceeds of sale fd. Copies mailed to Attys.	

LIBER 92 PAGE 598A

CHARLES E. STONER	:	NO. 14500 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
ROBERT MURRAY and	:	FOR
SUSAN P. LEO	:	CARROLL COUNTY
Mortgagors	:	

ORDER TO DOCKET CASE

CHARLES C. CONAWAY, CLERK:

Please docket the above entitled case and file the following:

1. Mortgage from Robert Murray and Susan P. Leo, to the Taneytown Bank and Trust Company, dated June 1, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 629, folio 296, etc., together with assignment to Charles E. Stoner dated March 1, 1977.

2. Statement of Mortgage Claim.

3. Certification of Value.

4. Bond of Assignee of Mortgagee.

Charles E. Stoner

Charles E. Stoner
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045
Assignee of Mortgagee

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
MAR 9 12 PM '77
C. L. Kelly
CLERK

LIBER 629 PAGE 296
LIBER 92 PAGE 599

ELWOOD E. SWAM
Attorney At Law

JUN 24-76 *day 2 of 169 ****196.10

This PARTIAL PURCHASE MONEY Mortgage, made this

in the year nineteen hundred and seventy-six, between ROBERT MURRAY and SUSAN P. LEO,

of Carroll County, State of Maryland, hereinafter sometimes called Mortgagor; and TANEYTOWN BANK AND TRUST CO., a Maryland corporation, hereinafter sometimes called the Mortgagee.

JUN 24-76 A 2 169 ****188.10
JUN 24-76 A 2 168 ******8.00

WHEREAS, the said Mortgagor stands justly and bona fide indebted unto the Mortgagee, in the sum of FORTY THOUSAND DOLLARS ($40,000.00), with interest to accrue thereon or so much thereof as may from time to time remain unpaid, at the rate of Nine and One-quarter Percent (9 1/4%) per annum.

and, whereas, the said Mortgagor executed and delivered for said indebtedness a promissory note, or single bill, bearing even date herewith, payable to the order of the Mortgagee in 300 consecutive monthly installments of Three Hundred Forty-two Dollars and Fifty-six Cents ($342.56) each, beginning on the 19 day of July, 1976, and continuing each month thereafter until the entire obligation has been satisfied.

PROVIDED, that a late charge of Two Dollars ($2.00) or Five Percent (5%) of the total amount of any delinquent or late periodic installment of principal or interest, whichever is greater, will be made after any delinquency over fifteen days.

and, whereas, for the purpose of more effectually securing the payment of said indebtedness according to the tenor of the aforesaid promissory note, or single bill, these presents are executed.

SHOULD the title to the within mortgaged property be acquired by any person or corporation other than the mortgagor, by voluntary or involuntary grant, assignment, operation of law, or in any other manner, without the mortgagee's written consent, then the entire principal sum, together with all accrued interest, shall become due and payable at the option of the mortgagee.

NOW, THEREFORE, this mortgage witnesseth that for and in consideration of the premises and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, forever in fee simple, the following land:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Carroll County, Maryland, being known as Lot No. 26 on a Plat entitled "Subdivision of Carl Bell Property", which Plat is recorded among the Land Records of Carroll County in Plat Book No. 15, folio 37, said Lot No. 26 containing 0.8949 acres of land, more or less.

BEING all and the same land conveyed unto the within Mortgagors by Deed of Carl S. Bell bearing even date herewith, and intended to be recorded among the Land Records of Carroll County immediately prior hereto.

PROVIDED, HOWEVER, that the privilege is reserved to the said Mortgagors to pay this debt in whole or in part at any time or times prior to maturity, without penalty or premium, payments as aforesaid to be applied to the reduction of said principal sum, and interest to be charged thereafter only on the unpaid balance.

MORTGAGORS covenant that $11,500.00 of the amount secured hereby was used to purchase the above mentioned parcel of land.

- -

For value received we hereby assign the within and aforegoing mortgage unto Charles E. Stoner for the purpose of foreclosure and collection.

As witness the corporate name and seal of Taneytown Bank and Trust Company and the signature of Merwyn C. Fuss its President.

Attested by Murray M. Baumgardner, the Secretary-Treasurer this 1st day of March in the year 1977.

Taneytown Bank and Trust Company by: Merwyn C. Fuss President
Merwyn C. Fuss — President

Attest: Murray M. Baumgardner Secretary-Treasurer
Murray M. Baumgardner — Secretary-Treasurer

LIBER 92 PAGE 600

LIBER 629 PAGE 297

Together with the buildings and improvements thereon, and all and singular the waters, roads and ways as now located and used, rights, privileges and appurtenances thereto belonging or in anywise appertaining; and all crops of every nature and kind and no matter by whom pitched or begun, growing on said property hereby conveyed at the time of the sale of said property in any proceedings wherein the mortgage indebtedness aforesaid is to be collected or paid.

Provided that if the said mortgagor shall pay to the said mortgagee the amount of the principal of the aforesaid promissory note or single bill and the interest thereon, according to the tenor thereof, when and as the same shall become due and payable, and shall perform all the covenants herein on said mortgagor's part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, on said hereby mortgaged property, or any part thereof, which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor does hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt, or of the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same; or in case of strip or waste of the hereby granted and conveyed property; or in case of default in the performance of any of the agreements, covenants or conditions of this mortgage on the part of the said mortgagor, then, and in any such event, the whole of the mortgage debt intended to be secured hereby shall forthwith, at the option of the mortgagee, become due and demandable; and these presents are hereby declared to be made in trust, and which said mortgagee or ELWOOD E. SWAM, the hereby duly constituted attorney, or the agent of the said mortgagee, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged together with the crops as aforesaid thereon growing at the time of the said sale, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest and all costs and expenses incurred, or to be incurred, in making such sale and in the foreclosure proceedings; and to grant and convey the said property so sold to the purchaser or purchasers thereof, or to his, her, its or their heirs, successors or assigns; and which said sale shall be made after giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper printed in Carroll County, in the State of Maryland; and the proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale including a fee of $400.00 and a commission to the party making sale of said property equal to the commissions allowed to trustees to sell real estate under decree of the Circuit Court for Carroll County, sitting as a Court of Equity, and all such other counsel fees as the mortgagee or the attorney above named, may be caused to incur in connection with the foreclosure of this mortgage; secondly, to the payment of all claims of said mortgagee under this mortgage, including interest calculated to statement of audit whether the same shall have then matured or not; and, thirdly, as to the residue, if any, to pay it over to the said mortgagor or to whomsoever may be entitled to the same.

And the said mortgagor further convenants to insure forthwith, and pending the existence of this mortgage to keep insured the improvements in the amount of at least the sum due under the aforesaid promissory note or single bill secured by this mortgage and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, or other loss to be included by extended coverage insurance and war damage, to inure to the benefit of the mortgagee to the extent of said mortgagee's lien or claim hereunder; and in default thereof it shall be lawful for the mortgagee so to insure said premises, and the premiums paid thereon shall be a lien on the hereby mortgaged property, to be added to the amount secured by these presents, and payable forthwith, with interest; and in case the said mortgagor shall make default in paying any or all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed, on said property hereby mortgaged, and the same shall be paid by the said mortgagee the amount thereof shall become a lien and be collectible under this instrument in the same manner as is above provided in case of unpaid insurance premiums.

And the said mortgagor does hereby covenant and agree that should said mortgage indebtedness, or any part thereof, be paid after the institution of any legal or equitable proceedings to collect such mortgage indebtedness but before a sale of said mortgaged premises, or to be paid in any equity proceedings to which the holder of said mortgage may be a party defendant by reason of the existence of the mortgage lien hereby created then, and in any such event the said mortgagor shall pay all the costs and expenses of such proceedings, including one-half of the commissions hereinbefore provided in case of sale, and also, a reasonable attorney's fee incurred by said mortgagee or the attorney above named, and which said mortgagee or the attorney above named may have paid or be liable to pay on account of such legal or equitable proceedings; and it is hereby expressly stipulated and agreed that the lien of this mortgage shall extend to and include such expenses, costs, commissions and attorney's fee, which shall be added to and become a part of the amount of indebtedness secured by these presents; and no tender of payment shall be valid or effectual for any purpose whatsoever unless there be included in the amount of such tender the aforesaid costs, expenses, commissions and attorney's fees so incurred.

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.

In witness whereof the said mortgagors have affixed their hands and seals the day and year first hereinabove written.

WITNESS:
Elwood E. Swam
for both

Robert Murray (SEAL)
ROBERT MURRAY

Susan P. Leo (SEAL)
SUSAN P. LEO

(SEAL)

(SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:—

I hereby certify that on this 18 day of June, in the year one thousand nine hundred and seventy-six, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT MURRAY and SUSAN P. LEO,

the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their respective act and deed.

And at the same time also personally appeared CARROLL MYERS, Vice President of Mortgagee,

and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that the money secured by this Mortgage was actually disbursed to the Mortgagors or their agent at the time of settlement hereof.

Witness my hand and Notarial Seal the day and year last above written.

ELWOOD E. SWAM NOTARY PUBLIC

Elwood E. Swam
Notary Public.

Commission expires 7/1/78

REC'D. FOR RECORD June 24 1976 AT 9:46 O'CLK A.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK.

CHARLES E. STONER,	:	NO. _____ EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
ROBERT MURRAY and	:	FOR
SUSAN P. LEO	:	CARROLL COUNTY
Mortgagors		

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of Taneytown Bank and Trust Company by virtue of a mortgage from Robert Murray and Susan P. Leo, dated June 1, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 629, folio 296, etc.

Principal balance due	$ 3,680.30
Interest from August 18, 1976, to March 4, 1977	180.32
	$ 3,860.62
(Interest due at 9¼% from March 4, 1977 to date of ratification of audit, .92 per diem:	

Charles E. Stoner

Charles E. Stoner
Assignee of Mortgagee

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 9th day of March, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared CHARLES E. STONER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has read said instrument in its entirety and that the facts and matters therein contained are true to the best of his information, knowledge and belief and that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

KAREN L. BOSLEY NOTARY PUBLIC CARROLL CO., MD.

Karen L. Bosley
Notary Public

CHARLES E. STONER,	:	NO. _____ EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
ROBERT MURRAY and	:	FOR
SUSAN P. LEO	:	CARROLL COUNTY
Mortgagors	:	

CERTIFICATION OF VALUE

CHARLES C. CONAWAY, CLERK:

This is to certify that to the best of my knowledge and belief the just and full value of the property described in the mortgage filed in this cause is $12,000.00.

Charles E. Stoner
Charles E. Stoner
Assignee of Mortgagee

CHARLES E. STONER	:	NO. 14500 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
ROBERT MURRAY and SUSAN LEO	:	FOR CARROLL COUNTY
Mortgagors	:	DOCKET NO. 27, FOLIO 117

CERTIFICATION OF NOTICE

In compliance with Rule W74 2(b) of the Maryland Rules of Procedure, the undersigned does hereby certify that a copy of the advertisement of the sale of the real estate mentioned and described in these proceedings was sent to the Mortgagors by certified mail, return receipt numbers 392850 and 392851, on March 28, 1977, at the Mortgagors' last known addresses, said advertisement setting forth the time, place and terms of sale.

The receipt of mailing of the aforesaid notice, and a copy of the letter with which it was enclosed, is attached hereto.

Charles E. Stoner
Charles E. Stoner, Assignee of Mortgagee

Subscribed and sworn to before me, a Notary Public of Carroll County, State of Maryland, this 22nd day of April, 1977.

Karen L. Bosley
Notary Public.

My commission expires the 1st day of July, 1978.

KAREN L. BOSLEY NOTARY PUBLIC CARROLL CO., MD.

Filed April 25, 1977

ASSIGNEE OF MORTGAGEE'S

PUBLIC SALE

OF VALUABLE REAL ESTATE

By virtue of the power of sale contained in a mortgage from Robert Murray and Susan P. Leo, dated June 1, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 629, folio 296, etc., the undersigned Assignee of Mortgagee will offer at PUBLIC SALE on the premises on SATURDAY, APRIL 16, 1977, at 12:30 P.M., all that lot or parcel of land situate in the Woolery's (4th) Election District, Carroll County, Maryland, known as Lot No. 26 on a Plat entitled "Subdivision of Carl Bell Property", which Plat is recorded among the Land Records of Carroll County in Plat Book No. 15, folio 37, said Lot No. 26 containing 0.8949 acres of land, more or less.

IMPROVED with a well and partially completed foundation designed for a split foyer home.

This property is located on Marclee Drive off Sandymount Road approximately 2½ miles east of U.S. Route 140.

TERMS OF SALE: $2,000.00 cash or certified check on day of sale. Balance in cash upon settlement to be within thirty (30) days of ratification of sale. Taxes to be adjusted to date of sale. All documentary stamps, transfer taxes and all costs of transfer to be paid by purchaser.

CHARLES E. STONER
Assignee of Mortgagee
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045

AUCTIONEER: Sterling E. Blacksten

CHARLES E. STONER Assignee of Mortgagee vs. ROBERT MURRAY and SUSAN P. LEO Mortgagors	:	NO. 14500 EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY DOCKET NO. 27, FOLIO 117

REPORT OF SALE

TO THE HONORABLE, EDWARD O. WEANT, JR., JUDGE OF SAID COURT:

This, the report of sale of Charles E. Stoner, Assignee of Mortgagee, respectfully shows that by virtue of the power and authority contained in a mortgage from Robert Murray and Susan P. Leo to the Taneytown Bank and Trust Company, a Maryland corporation, dated June 24, 1976, and recorded among the Land Records of Carroll County in Liber No. 629, folio 296, etc., which mortgage was duly assigned to Charles E. Stoner, and after default by the Mortgagors in the payment of principal and interest of said mortgage, the said Charles E. Stoner, Assignee of Mortgagee, and after having filed bond for the faithful performance of his trust, and after having complied with all the prerequisites of said mortgage and of law, and after having given notice by advertisement in The Carroll County Times, a newspaper being published in Carroll County, for three successive weeks in compliance with the provisions of Rule W74 a.2. of the Maryland Rules of Procedure, of the time, place, manner and terms of sale, the said Assignee did attend on the premises located on Marclee Drive off Sandymount Road approximately 2½ miles east of U.S. Route 140, Carroll County, State of Maryland, on Saturday, April 16, 1977, at 12:30 p.m. and then and there offered the same at public sale to the highest bidder, said premises consisting of that lot or parcel

Filed April 25, 1977

of land situate, lying and being in the Fourth Election District of Carroll County, Maryland, being known as Lot No. 26 on a Plat entitled "Subdivision of Carl Bell Property", which Plat is recorded among the Land Records of Carroll County in Plat Book No. 15, folio 37, said Lot No. 26 containing 0.8949 acres of land, more or less and improved with a well and partially completed foundation designed for a split foyer home, and being the same land and premises conveyed unto Robert Murray and Susan P. Leo by Carl S. Bell by deed dated June 24, 1976, and recorded among the Land Records of Carroll County in Liber No. 629, folio 294, etc., said land being the land described and conveyed in said mortgage, and then and there sold the same to John C. Leo at and for the sum of TWELVE THOUSAND DOLLARS ($12,000.00) being then and there the highest bidder therefore.

All of which is respectfully represented.

Charles E. Stoner
Charles E. Stoner
Assignee of Mortgagee

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 22nd day of July, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared CHARLES E. STONER, Assignee of Mortgagee, and made oath in due form of law that the matters and facts contained in the foregoing Report of Sale are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Karen L. Bosley
Notary Public

My commission expires the 1st day of July, 1978.

KAREN L. BOSLEY NOTARY PUBLIC CARROLL CO., MD.

CHARLES E. STONER	:	NO. 14500 EQUITY
Assignee of Mortgagee	:	IN THE
vs.	:	CIRCUIT COURT
ROBERT MURRAY and SUSAN P. LEO	:	FOR
	:	CARROLL COUNTY
Mortgagors	:	DOCKET NO. 27, FOLIO 117

ORDER NISI

ORDERED by the Circuit Court for Carroll County this 26th day of April, 1977, that the sale made and reported by Charles E. Stoner, Assignee of Mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of May, next; provided a copy of this order be inserted in some weekly newspaper published in Carroll County once in each of three successive weeks before the 18th day of May, 1977.

The report states the amount of sale to be $12,000.00.

Charles C Conaway
CLERK

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
APR 26 8 03 AM '77
R P Kelly
CLERK

NO. 14500 EQUITY
IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY
DOCKET NO. 27, FOLIO 117

CHARLES E. STONER
Assignee of Mortgagee
vs.
ROBERT MURRAY and
SUSAN P. LEO
Mortgagors

ORDER NISI

ORDERED by the Circuit Court for Carroll County this 26th day of April, 1977, that the sale made and reported by Charles E. Stoner, Assignee of Mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of May, next; provided a copy of this order be inserted in some weekly newspaper published in Carroll County once in each of three successive weeks before the 18th day of May, 1977.

The report states the amount of sale to be $12,000.00.

Charles C. Conaway

Clerk
True Test

No. 0471

LIBER 92 PAGE 609

Office of The Carroll County Times

Westminster, Md., May 16, 1977

THIS IS TO CERTIFY that the annexed Order Nisi Charles E.Stoner & Susan Leo *was published for* three (3) *successive weeks previous to the* 16th. *day of* May 1977, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Jennie McGraw

LIBER 92 PAGE 610 No. 14500 EQUITY

ASSIGNEE OF MORTGAGEE'S
PUBLIC SALE
OF VALUABLE REAL ESTATE

By virtue of the power of sale contained in a mortgage from Robert Murray and Susan P. Leo, dated June 1, 1976, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 629, folio 296, etc., the undersigned Assignee of Mortgagee will offer at PUBLIC SALE on the premises on SATURDAY, APRIL 16, 1977, at 12:30 P.M., all that lot or parcel of land situate in the Woolery's (4th) Election District, Carroll County, Maryland, known as Lot No. 26 on a Plat entitled "Subdivision of Carl Bell Property," which Plat is recorded among the Land Records of Carroll County in Plat Book No. 15, folio 37, said Lot No. 26 containing 0.6949 acres of land, more or less.

IMPROVED with a well and partially completed foundation designed for a split foyer home.

This property is located on Marclee Drive off Sandymount Road approximately 2½ miles east of U.S. Route 140.

TERMS OF SALE: $2,000.00 cash or certified check on day of sale. Balance in cash upon settlement to be within thirty (30) days of ratification of sale. Taxes to be adjusted to date of sale. All documentary stamps, transfer taxes and all costs of transfer to be paid by purchaser.

CHARLES E. STONER
Assignee of Mortgagee
43 North Court Street
Westminster, Maryland 21157
848-7777 - 876-1045

AUCTIONEER: Sterling E. Blacksten
No. 0406

Received of:

John C. Leo

the sum of $ 2,000.00

as deposit upon the purchase of the property described in the attached advertisement of sale which sold for $ 12,000.00

on April 16, 1977.

Charles E. Stoner
Charles E. Stoner, Assignee
of Mortgagee

I (We) hereby certify under the penalties of perjury that:

I (We) were not acting as agent for any other person in the purchase of said property.

That there are no other parties interested in the purchase of said property as principals.

That I (We) have not direstly or indirectly discouraged any other party from bidding upon said property.

John C. Leo

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUN 23 10 31 AM '77
C. P. Kelly
CLERK

LIBER 92 PAGE 611

CHARLES E. STONER Assignee of Mortgagee vs. ROBERT MURRAY and SUSAN P. LEO Mortgagors	:	NO. 14500 EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY DOCKET NO. 27, FOLIO 117

ORDER OF RATIFICATION

ORDERED this 28th day of June, 1977, by the Circuit Court for Carroll County, in Equity, that the sale made and reported by Charles E. Stoner, Assignee of Mortgagee, in the above entitled cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the said Assignee of Mortgagee is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. D. Warren Jr.
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUN 29 9 14 AM '77

C. L. Kelly
CLERK

CHARLES E. STONER Assignee of Mortgagee vs. ROBERT MURRAY and SUSAN P. LEO Mortgagors	I	No. 14500 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated June 28, 1977, and filed in this cause, he has stated the within account.

He has charged the Assignee of Mortgagee ------with all the money in his hands as shown by the proceedings had in this cause and he has allowed the Assignee of Mortgagee his ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Taneytown Bank and Trust Company in full liquidation of its mortgage claim; and the balance thereof unto Charles E. Stoner, Assignee, as Trustee, to be held by him pending distribution in ***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

H. Edwin Petersing
Auditor

*** accordance with any future Order entered by this Court in No. 14347 Equity.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 24 9 17 AM '77
R. P. Kelly
CLERK

In the Matter of the Mortgaged Real Estate of Robert Murray and Susan P. Leo, Mortgagors, in account with Charles E. Stoner, Assignee of Mortgagee.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on April 25, 1977	$ 12,000.00
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR	$ 12,000.00

C R E D I T

1. To Charles E. Stoner, Assignee of Mortgagee, for commissions	$ 750.00		
2. To Burke Agency, Inc., for premium on bond	$ 48.00		
3. To The Hanover Evening Sun, for advertising sale	$ 59.50		
4. To The Carroll County Times, for advertising sale	$ 51.30		
5. To Sterling E. Blacksten, for auctioneering sale	$ 120.00		
6. To The Carroll County Times, for Nisi on Sale	$ 17.00		
7. To The Tax Collector of Carroll County, for 1976/77 Tax adjustment	$ 73.78		
8. To Hoff & Stoner, for attorneys' fee as provided in Mortgage	$ 400.00		
COURT COSTS AS TAXED BY THE CLERK:			
Law Library	$ 10.00		
Clerk	$ 40.00		
Clerk (Recording)	$ 48.00		
Law Library	$ 10.00		
Auditor	$ 75.00		
Copy of Audit (3)	$ 4.50		
Clerk (Recording Auditor's Report)	$ 12.00		
Auditor's Notices (5)	$ .75		
Filing Vouchers (7)	$ 1.75	$ 202.00	$ 1,721.58
BALANCE FOR DISTRIBUTION			$ 10,278.42

BALANCE BROUGHT FORWARD ---------- $ 10,278.42

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

Unto: Taneytown Bank and Trust Company, its mortgage claim filed on March 9, 1977 ----------	$ 3,860.62	
Interest from March 4, 1977, to date of Audit ----------	$ 160.75	$ 4,021.37

BALANCE ---------- $ 6,257.05

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

Unto: Charles E. Stoner, Assignee, as Trustee, and to be held by him pending distribution in accordance with any future Order entered by this Court in No. 14347 Equity ----------	$ 6,257.05

BALANCE ---------- $ - 0 -

CHARLES E. STONER Assignee of Mortgagee vs. ROBERT MURRAY and SUSAN P. LEO Mortgagors	I	No. 14500 Equity. In the Circuit Court for Carroll County.

ORDERED, this 24th day of August in the year Nineteen Hundred and Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 8th. day of September, 1977 ~~provided a copy of this order be inserted for two successive weeks before the last mentioned day in some newspaper published in Carroll County~~.

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

Filed Aug 24, 1977

ORDERED, this 14th day of Sept, in the year Nineteen Hundred and Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~according to the provisions of the order~~ and the Assignee of Mortgagee is ------ hereby authorized to pay out the trust funds accordingly.

Charles C. Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
SEP 14 9 33 AM '77
CLERK

SUSAN P. LEO	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	FOR
vs.	*	CARROLL COUNTY
ROBERT MURRAY	*	WESTMINSTER, MARYLAND
Defendant	*	EQUITY NO. 27/40/14347

* *

ORDER

The above entitled cause having come on for hearing, counsel for Defendant having appeared and presented to the Court a letter from Plaintiff's counsel agreeing to divide the net proceeds of the sale of the subject property equally between the parties hereto; the subject property having been sold under foreclosure proceedings in this Court in Equity Cause No. 14500, and the net proceeds therefrom being held in trust by Charles E. Stoner, Assignee; it is this 15th day of November, 1977, by the Circuit Court for Carroll County, sitting as a Court in Equity, ORDERED that the net proceeds of the sale of the real property which is the subject of these proceedings be disbursed by Charles E. Stoner, Trustee, 50% to Susan P. Leo, Plaintiff, and 50% to Robert Murray, Defendant.

AND IT IS FURTHER ORDERED that the Plaintiff and Defendant equally share the cost of this proceeding.

E. Phillips Wheatley
- JUDGE -

No. 13844 EQUITY Docket 26 Folio 86 86A

CIRCUIT COURT FOR CARROLL COUNTY

ATTORNEY:
JOHNSON

DOLLY MARY FABRICK

VS

Pairo, Jr.
~~DOWELL~~----------
~~Brodsky~~----------(
~~Cooper~~----------(WILLIAM JOSEPH FABRICK
AND
H & S -------- THE UNION NATIONAL BANK OF WESTMINSTER,
Burns A BODY CORPORATE OF THE UNITED STATES

No. 13844 Equity

No. 13844 Equity

LIBER 92 PAGE 617

DATE	CLERK'S MEMORANDUM
11-28-75	Bill of Complaint for Sale in Lieu of Partition and Exhibits fd. Subpoena issued to Jan. R.D. and copy of subpoena and Bill of Complaint sent to be served on and left with the Deft.
12-5-75	Subpoena returned, "Copy of Summons & Bill of Complaint served on and left with William Joseph Fabrick and Union National Bank by service on Mr Edward Meister this 4 day of Dec. 1975" fd.
12-5-75	Defendants (Union National Bank) Answer fd.
12-24-75	Defendant's(Fabrick) Answer to Bill of Complaint for sale in lieu of Partition fd.
2-19-76	Order to enter appearance of David L. Dowell as Atty for Deft., William Joseph Fabrick fd.
4-8-76	Motion of David L. Dowell, Atty to strike appearance fd.
7-28-76	Order of David L. Dowell to strike appearance for Defendant "Fabrick" fd.
8-2-76	Order to strike appearance
9-2-76	Motion to enter appearance of Luke K. Burns, Jr as Co Counsel for Deft (Union National Bank) fd.
10-25-76	Motion of Irvin J. Brodsky, for leave to strike appearance for Deft (Fabrick) fd.
11-4-76	Order of Court granting Motion and directing Clerk to strike appearance of Irvin J. Brodsky, fd. Copies mailed to Plaintiff's Atty., Irvin J. Brodsky, Esq., ~~Defendants~~, Michael Cooper and Luke K. Burns, Jr. and Defendant, William J. Fabrick.
11-8-76	Motion for Leave to strike appearance of Michael J. Cooper, Atty for Deft fd. Order of Court granting Motion fd. Copy of Motion and Order mailed to Attys. ame day Notice to employ new counsel fd. Copy mailed to William Joseph Fabrick.
12-13-76	Order to enter appearance of Preston A. Pairo, Jr. for Defendant, William Joseph Fabrick, fd.
2-14-77	Hearing had (Consent decree to be submitted).
2-18-77	Order of Court appointing Preston A. Pairo, Jr. and J. Robert Johnson Trustees to sell property etc. fd. Copies mailed to Attys.
6-1-77	Trustees Bond approved and filed.
6-2-77	Report of Sale, Certification of Publishing and Certificate of Purchase fd
6-3-77	Order Nisi on Sale fd. Copy of Order mailed to Carroll County Times for publication. Copy delivered to Pairo, Atty.

LIBER 92 PAGE 618

CLERK'S MEMORANDUMS

DATE		
7-12-77		Printers Certificate of Publication of Order Nisi on Sale fd.
7-27-77		Order of Court ratifying Sale fd. Record of Proceedings delivered to Auditor.
8-3-77		Trustees Petition for Auditors Account and Immediate Disbursement of Funds and Consent of Parties fd.
8-4-77		Order of Court granting Petition for Auditors Account and Immediate Disbursement of Funds fd. Copiys delivered to Attys.
8-5-77		Petition for Compensation of Trustees fd. Order of Court setting Commissions fd. Copies mailed to Attys. Johnson and Pairo.
8-29-77		Auditor's Account, Order Nisi thereon and Vouchers fd.
~~9-23-77~~		~~Order finally ratifying Audit fd.~~

DOLLY MARY FABRICK Reservoir Airport Finksburg, Maryland 21048 Plaintiff vs. WILLIAM JOSEPH FABRICK Reservoir Airport Finksburg, Maryland 21048 and The Union National Bank of Westminster, a body corporate of the United States 111 East Main Street Westminster, Maryland 21157 Defendants	:	IN THE CIRCUIT COURT FOR CARROLL COUNTY

BILL OF COMPLAINT FOR SALE IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Dolly Mary Fabrick, Plaintiff, by J. Robert Johnson and McIntire & Johnson, her attorneys, respectively represents:

1. That Dolly Mary Fabrick, Plaintiff, and William Joseph Fabrick, Defendant, are the owners in fee simple of 20 acres of land, more or less, situate, lying and being on the east side of Murray Road south of Old Westminster Road in the (4th) Election District of Carroll County, Maryland be virtue of a deed from Basil B. Bosley and Estella M. Bosley dated November 12, 1957 and recorded among the Land Records of Carroll County in Liber EAS No. 284, folio 523, etc., certified copy of which is attached hereto as Exhibit "A"; and deed from Kenneth B. Didier dated May 29, 1962 and recorded among said Land Records in Liber No. 348, folio 301, etc., certified copy of which is attached hereto as Exhibit "B", with the use of a right-of-way 20 feet wide leading from said parcel to Murray Road.

Filed Nov 28, 1975

2. That by Decree of this Court dated December 14, 1973 in Equity No. 12850 Plaintiff was divorced from Defendant a vinculo matrimonii, and no appeal was taken from the Decree, the legal effect of which was to change the ownership of the above tract of land so that the title is now held as tenants in common by the parties.

3. That located on the parcel of land is a commercial landfill, trailer park and a commercial air field and therefore the parcel of land and right-of-way is not susceptible to partition in kind without substantial loss or injury to the parties, they being the only parties interested in the parcel of land.

4. That the parcel of land described in paragraph 1 hereof is subject to a mortgage to The Union National Bank of Westminster, duly recorded among the Land Records of Carroll County in Liber No. 429, folio 299, etc.

WHEREFORE, the Plaintiff prays:

A. That this court decree a sale of the property, the proceeds thereof to be divided between the parties in a manner that this court deems fair and equitable; and

B. That the Plaintiff may have such other and further relief as the nature of her cause may require.

AND AS IN DUTY BOUND, ETC.

Dolly Mary Fabrick
DOLLY MARY FABRICK

McINTIRE & JOHNSON

By: J. Robert Johnson
J. ROBERT JOHNSON
Attorney for Plaintiff
11 North Court Street
Westminster, Maryland 21157

I do solemnly declare under the penalties of perjury that the contents of the foregoing document are true and correct.

Dolly Mary Fabrick
DOLLY MARY FABRICK, Plaintiff

25× 32× 25×

LIBER 92 PAGE 622

LIBER 284 PAGE 523

THIS DEED, made this [illegible] day of November in the year, Nineteen Hundred and Fifty-seven, by BASIL B. BOSLEY and ESTELLA M. BOSLEY, his wife, of Carroll County, State of Maryland, and CARROLL COUNTY NATIONAL BANK of WESTMINSTER, a body corporate of the United States, Mortgagee.

WHEREAS, the said Carroll County National Bank of Westminster holds a mortgage against certain real estate, of which the hereinafter described lot or parcel of land is part, said mortgage being dated November 24, 1953, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 227, folio 298 &c., for the sum of $7,500.00, and for the purpose of releasing the hereinafter described lot or parcel of land, and none other, from the lien of its said mortgage, the Carroll County National Bank of Westminster does hereby join in this deed.

WITNESSETH, that in consideration of the sum of Ten Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Basil B. Bosley and Estella M. Bosley, his wife, and the Carroll County National Bank of Westminster, do hereby grant, convey and release an undivided one-half interest in and to the land hereinafter described to William J. Fabrick and Dolly M. Fabrick, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, and the remaining one-half interest in and to the said hereinafter described property to Kenneth B. Didier, his heirs and assigns, forever in fee simple, all that lot or parcel of land situate, lying and being in the (4th) Woolerys Election District, Carroll County, Maryland, and described according to a survey made thereof September 9, 1957, by C. A. Myers, Registered Surveyor, as follows:

"Exhibit A"

BEGINNING for the outlines to include the same at a concrete monument at the end of the South 72 1/2 degrees East 12.2 perches line as described in a deed from George M. Pearce, Trustee to David R. Condon, dated April 1, 1884, recorded among the Land Records of Carroll County in Liber F.T.S. No. 60 folio 321 &c., running thence binding on that deed as now surveyed by magnetic bearings of 1957 with due allowance for the magnetic declination to follow the same and along property belonging to the Mayor and City Council of Baltimore, South 40 degrees 40 minutes West 2314.0 feet to an iron rod, thence by a line of division as now surveyed, due West 493.46 feet to a stake, thence by another line of division as now surveyed and parallel with the first line of the parcel being described herein, North 40 degrees 40 minutes East 1681.58 feet to an iron rod at the Easternmost end and centerline of a private road 20 feet wide, thence continuing the same course, North 40 degrees 40 minutes East 722.26 feet to a stake and to intersect the South 71 1/2 degrees East 13.2 perches line of the above mentioned deed, running thence binding on said deed the four following lines as now surveyed, South 69 degrees 33 minutes 20 seconds East 52.79 feet, North 82 degrees 56 minutes 40 seconds East 72.6 feet, North 81 degrees 56 minutes 40 seconds East 99 feet and South 70 degrees 33 minutes 20 seconds East 217.8 feet t the place of beginning, containing twenty acres (20.00) of land, more or less.

ALSO with the use, in common with others, of a right of way 20 feet wide leading from the above described parcel to Murray Road, the centerline of said right of way being described as follows:

BEGINNING at an iron rod at the end of the North 40 de-

grees 40 minutes East 1081.53 foot line of the above described parcel of land and running thence, North 6[illegible] degrees 29 minutes West 414.3 feet, North 68 degrees 12 minutes West 538.8 feet, North 85 degrees 32 minutes 30 seconds West 230.[illegible]8 feet and South 89 degrees 1[illegible] minutes 30 seconds West 254.25 feet to a railroad spike in or near the centerline of the present road-bed of Murray Road.

BEING a part of the same land conveyed from Angeline Bosley and Francis Neal Parke, Trustees, to Basil B. Bosley, dated May 7, 191[illegible], and recorded among the Land Records of Carroll County in Liber E.C.C. No. 13[illegible], folio 273 &c.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining, especially the right to the grantees, their heirs and assigns, to use a roadway 20 feet wide as above described, from the property hereby conveyed across the land of the said Basil B. Bosley and Estella M. Bosley, his wife, their heirs and assigns, to the Murray Road.

TO HAVE AND TO HOLD an undivided one-half interest in and to the lot hereinbefore described unto William J. Fabrick and Dolly M. Fabrick, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, and the remaining undivided one-half interest in and to the said hereinbefore described property to Kenneth B. Didier, his heirs and assigns, forever in fee simple.

AND the said Basil B. Bosley and Estella M. Bosley, his wife, covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby

LIBER 92 PAGE 625.
LIBER 284 PAGE 526

conveyed; that they will warrant specially the property hereby conveyed; and, that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Basil B. Bosley and Estella M. Bosley, his wife, and in further witness whereof the said Carroll County National Bank of Westminster, a body corporate of the United States, has caused these presents to be executed in its name by Norman B. Boyle, its President and attested by William B. Yingling, its Cashier, and its corporate seal hereto affixed.

Test:

Basil B. Bosley (SEAL)

Estella M. Bosley (SEAL)

Attest:

William B. Yingling

CARROLL COUNTY NATIONAL BANK
of Westminster

By Norman B. Boyle
Norman B. Boyle
President

STATE OF MARYLAND:
CARROLL COUNTY :

On this 12th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County, the undersigned officer, personally appeared Basil B. Bosley and Estella M. Bosley, his wife, known to me to be the persons whose names are subscribed to the within instrument, and severally acknowledged that they respectively executed the same for the purposes therein contained.

Notary Public

My commission expires

STATE OF MARYLAND:
CARROLL COUNTY :

On this 12th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County, the undersigned officer, personally appeared Norman B. Boyle, who acknowledged himself to be the President of the Carroll County National Bank of Westminster, a body corporate of the United States, 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.

Arthur A. Hull
Notary Public

My commission expires May 4, 1959

I HEREBY CERTIFY THIS 24 DAY OF Dec 1957 THAT ALL PUBLIC TAXES ASSESSMENTS AND CHARGES FOR THE CURRENT YEAR AND ALL PRIOR YEARS ON THE PROPERTY DESCRIBED HEREIN HAVE BEEN PAID.

COLLECTOR.

RECEIVED FOR RECORD Dec 24, 1957 AT 2:20 O'CLOCK P.M. SAME DAY RECORDED AND EX'D PER. ERMAN A. SHOEMAKER, CLERK.

LIBER 92 PAGE 626

FEE-SIMPLE DEED — CORP — City or County — 60

RECEIPT NO. 20229 Atty: 9/7/62

Mailed - H. Clifton Queen, Atty. 2514 Maryland Ave. Baltimore 18, Md.

This Deed, Made this 24th day of ~~June~~ May

in the year one thousand nine hundred and sixty two , by and between

Kenneth B. Didier , unmarried,

of Baltimore County in the State of Maryland, of the first part, and

William J. Fabrick and Dolly M. Fabrick, his wife as tenants by the entireties with right of survivorship

of the second part.

Witnesseth, that in consideration of the sum of five dollars

and other good and valuable consideration

the said Kenneth B. Didier

does grant and convey unto the said

William J. Fabrick and wife Dolly M. Fabrick , his wife,

as tenants by the entireties, with right of survivorship

heirs and assigns, in fee simple, all that lot and parcel of ground, situate, lying and being in

Carroll County, Maryland , aforesaid, and described as follows, that is to say:—

~~Beginning at the~~

All the right, title and interest of the grantor Kenneth B. Didier in that lot of ground which is fully described in a deed dated the 12th of November 1957, from Basil B. Bosley and Estella M. Bosley, his wife, and Carroll County National Bank of Westminster, Md., (which according to said deed is an undivided one half interest) said deed being recorded among the land records of Carroll County in Liber E.A.S. No. 284 folio 523 etc., and especially the right of way which is fully described in said deed which runs from the said parcel of land to Murray Road.

See also deed from Angeline Bosley and Francis Neale Park, Trustees, to Basil B. Bosley, dated May 7th 1918 and recorded among Land Records of Carroll County in Liber E.O.C. No. 132 folio 273 etc..

LIBER 348 PAGE 301

"Exhibit B"

LIBER 348 FOL. 302
LIBER 92 PAGE 627

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 / improvements thereon 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

Willia m J. Fa brick and Dolly M. Fabrick his wife as tenants by the entirety with right of survivorship,

their heirs and assigns, in fee simple.

I HEREBY CERTIFY THIS 12th DAY OF July, 1962 THAT ALL PUBLIC TAXES ASSESSMENTS AND CHARGES FOR THE CURRENT YEAR AND ALL PRIOR YEARS ON THE PROPERTY DESCRIBED HEREIN HAVE BEEN PAID

H. C. Frank Porter
COLLECTOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY CONVEYED BY THE WITHIN DEED WAS TRANSFERRED ON THE COUNTY ASSESSMENT BOOKS THIS 12 DAY OF July, 1962 AS REQUIRED BY ART. 21, SEC. 10 OF THE CODE

TRANSFER CLERK

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

Witness the hand and seal of said grantor

TEST:
H. Clifton Owens
2514 Maryland Ave
Baltimore 18 Md.

H. Clifton Owens

Kenneth B. Didier (SEAL)
Kenneth B. Didier

(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 sixty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Kenneth B. Didier

the above named grantor, and acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

JEROME B. COHEN
NOTARY PUBLIC
BALTIMORE, MARYLAND

Jerome B. Cohen
Notary Public.
Comm. Exp. 5/6/63

Jerome B. Cohen

REC'D. FOR RECORD July 12 1962 AT 11 53 O'CLK A. M. SAME DAY RECORDED & EX'D PER G. BUCHER JOHN, CLK.

LIBER 92 PAGE 828

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY, that the aforegoing is a full and true copy of the above entitled DEED as taken from Liber _____ No. 348, folio 301, one of the Land Records of Carroll County, Maryland.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Carroll County, this 25th day of Nov A.D. 1925

Chas C Conway

Clerk of the Circuit Court for Carroll County.

DOLLY MARY FABRICK	:	NO. 13844 EQUITY
Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
WILLIAM JOSEPH FABRICK	:	FOR
and	:	CARROLL COUNTY
UNION NATIONAL BANK OF WESTMINSTER	:	
	:	DOCKET NO. 26, folio 58
Defendants	:	

ANSWER OF UNION NATIONAL BANK OF WESTMINSTER

TO THE HONORABLE, EDWARD O. WEANT, JR., JUDGE OF SAID COURT:

This, the answer of the Union National Bank of Westminster to the Bill of Complaint in this cause filed, by Hoff and Stoner, its attorneys, respectfully says:

1. That it admits the matters and facts set forth in the first paragraph of the Bill of Complaint.

2. That it admits the matters and facts set forth in the second paragraph of the Bill of Complaint.

3. That it admits the matters and facts set forth in the third paragraph of the Bill of Complaint.

4. That it admits the matters and facts set forth in the fourth paragraph of the Bill of Complaint.

5. And further answering said Bill of Complaint the said Union National Bank has no objection to the sale of said parcel of land provided its' lien is duly protected by your Honorable Court.

And having fully answered said Bill of Complaint said Union National Bank of Westminster, Defendant, prays that it

Filed Dec 5 1975

may be dismissed.

And as in duty bound, etc.

HOFF & STONER

By _____
Stanford Hoff
Attorney for Union National
Bank of Westminster

I hereby certify that copies of the foregoing Answer were mailed to Union National Bank of Westminster, at 111 East Main St., Westminster, Maryland 21157 and to J. Robert Johnson, Esq., at 11 North Court St., Westminster, Maryland 21157.

_____
Attorney.

LIBER 92 PAGE 631

DEC 0 2 1975

Subpoena to Answer Bill of Complaint

No. 13844 Equity ~~Law~~ Nov. Term 19 75 Docket 26 Folio 86

DOLLY MARY FABRICK

vs.

WILLIAM JOSEPH FABRICK AND

THE UNION NATIONAL BANK OF WESTMINSTER

The State of Maryland, Carroll County, To-Wit:

TO

WILLIAM JOSEPH FABRICK, RESERVOIR AIRPORT, FINKSBURG, MARYLAND 21048.
THE UNION NATIONAL BANK OF WESTMINSTER, 111 EAST MAIN STREET, WESTMINSTER, MARYLAND 21157

, GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of JANUARY, next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of DOLLY MARY FABRICK FOR SALE IN LIEU OF PARTITION

against you exhibited in the Circuit Court for Carroll County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS the Honorable JAMES MACGILL, Chief Judge of the Fifth Judicial Circuit of Maryland the 3rd day of Nov., 19 75.

ISSUED the 28th day of Nov., 19 75.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's office within fifteen days from the first Monday of JANUARY next. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, the complainant ____ may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

NOTICE TO THE SHERIFF: This writ returnable on or before the First Monday of JANUARY, next.

CHARLES C. CONAWAY

Charles C Conaway

Charles C. Conaway, Clerk
Circuit Court for Carroll County.

J. ROBERT JOHNSON

~~MCINTIRE & JOHNSON~~

Attorney For Plaintiff
Westminster, Md.

Filed Dec 5, 1975

DOLLY MARY FABRICK Reservoir Airport Finksburg, Maryland 21048 Plaintiff v. WILLIAM JOSEPH FABRICK Reservoir Airport Finksburg, Maryland 21048 and THE UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States 111 East Main Street Westminster, Maryland 21157 Defendants	*	IN THE CIRCUIT COURT FOR CARROLL COUNTY Equity #13844

****

ANSWER TO BILL OF COMPLAINT
FOR SALE IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

William Joseph Fabrick, Defendant, by Irvin J. Brodsky and Michael Cooper, his attorneys, in answer to the Bill of Complaint, says:

1. He admits the allegations of paragraphs 1 and 2 of the Bill of Complaint.

2. He denies the allegations of paragraph 3 and demands strict proof thereof.

3. He admits the allegations of paragraph 4.

WHEREFORE, the Defendant prays:

A. That these proceedings be dismissed.

B. And for such other and further relief as the

MC:db
11451
12.18.75

FILED - DEC 24, 1975

nature of this cause may require.

AND AS IN DUTY BOUND, ETC.

William Joseph Fabrick
WILLIAM JOSEPH FABRICK

Irvin J. Brodsky
IRVIN J. BRODSKY

Of Counsel to Defendant

311 Mercantile Towson Bldg.
Towson, Maryland 21204
821-0250

Michael Cooper
MICHAEL COOPER

Of Counsel to Defendant

311 Mercantile Towson Bldg.
Towson, Maryland 21204
821-0250

I do solemnly declare under the penalties of perjury that the contents of the foregoing document are true and correct.

William Joseph Fabrick
WILLIAM JOSEPH FABRICK, Defendant

I HEREBY CERTIFY on this 23rd day of December, 1975, a copy of the aforegoing Answer to Bill of Complaint for Sale in Lieu of Partition was mailed to J. Robert Johnson, Esquire, 11 North Court Street, Westminster, Maryland 21157, Attorney for Plaintiff, and to Joseph Beaver, President, The Union National Bank of Westminster, 111 East Main Street, Westminster, Maryland 21157.

Michael Cooper
MICHAEL COOPER

DOLLY MARY FABRICK	:	NO. 13844 EQUITY
Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
WILLIAM JOSEPH FABRICK	:	FOR
and	:	CARROLL COUNTY
UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States	:	
Defendants	:	

ORDER

The parties have agreed that the real property described in the Bill of Complaint filed herein is not susceptible of partition without material loss and injury to their respective interests therein and that in order to make division of said interests it will be necessary for the real estate to be sold and the proceeds thereof divided among the parties according to their respective interests. Accordingly, upon the mutual consent of the parties to the passage of this Order as hereinafter set forth.

It is, this 17TH day of February, 1977, by the Circuit Court for Carroll County, in Equity, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings be sold and that Preston A. Pario, Jr. and J. Robert Johnson, be and they are hereby, appointed Trustees to make said sale in the manner provided for public sale by Rule BR of the Maryland Rules of Procedure and the Rules of Court for this Circuit; and that said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court provided that before making said sale, said Trustees shall file with the Clerk of this Court bond to the State of Maryland in the amount of Eighty Thousand Dollars ($80,000.00) with surety to be approved by this Court or the Clerk thereof, conditioned upon the faithful performance of the trust reposed in them by this Decree, or which

FILED- FEB. 19, 1977

may be reposed in them by any future decree or order in the premises.

E. O. WEANT, JR., Judge

I hereby consent to the passage of the aforegoing Order.

J. ROBERT JOHNSON
Attorney for Plaintiff

DOLLY MARY FABRICK

PRESTON A. PARIO, JR., Attorney for Defendant, William Joseph Fabrick

WILLIAM JOSEPH FABRICK

UNION NATIONAL BANK OF WESTMINSTER

LUKE K. BURNS, JR.
Attorney for Union National Bank of Westminster

By: JOSEPH H. BEAVER, JR.,
President

DOLLY MARY FABRICK	:	NO. 13844 EQUITY
Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
WILLIAM JOSEPH FABRICK	:	FOR
and	:	CARROLL COUNTY
UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States	:	
Defendants	:	

ORDER NISI

Ordered by the Circuit Court for Carroll County, sitting as a Court of Equity, this 3rd day of ~~May,~~ June 1977, that the sale made and reported by J. Robert Johnson and Preston A. Pairo, Jr., Trustees, in the above-entitled cause, be ratified and confirmed unless cause to the contrary be shown on or before the 29th day of June, 1977, provided a copy of this Order be inserted in a newspaper published in Carroll County once a week in each of three successive weeks before the 22nd day of June, 1977.

The Report states the amount of the sale to be $103,000.00.

Charles C Conaway

RECEIVED IN CIRCUIT COURT CARROLL CO. MD.
JUN 3 8 03 AM '77
A.P. Kelly
CLERK

(EXHIBIT II)

CERTIFICATE OF PURCHASE

Pursuant to the terms of the Trustees Sale (attached hereto), and the further conditions (1) that this Sale is subject to the rights of present tenants who rent from month to month and (2) that all rents shall be adjusted to date of settlement, I or we have this 21st day of May, 1977, purchased at public auction from J. Robert Johnson and Preston A. Pairo, Jr., Trustees, pursuant to the Order of the Circuit Court of Carroll County in Equity No. 1384 for the sum of one hundred three Thousand dollars ($103,000.00) it being the highest bid made at said sale, of which eighteen Thousand dollars ($18,000.00) was paid this date, the following described real estate:

All that lot or parcel of land containing 20 acres of land, more or less, described in deeds to William Joseph Fabrick and Dolly M. Fabrick dated May 29, 1962 and recorded among the Land Records of Carroll County in Liber 348, Page 302 et seq., and dated November 1, 1957 and recorded among said Land Records in Liber 284, Folio 523 et seq., respectively together with the right-of-way 20 feet wide leading from said parcel to the Murray Road as described therein.

It is hereby certified under penalties of perjury (according to Maryland Rule BR6b3) that I or we acted as agent for no one other than as listed below and did not directly or indirectly discourage anyone from bidding for said property.

As witness the hands and seals of the purchasers this 21st day of May, 1977.

Shirley Theresa Fabrick (SEAL)

Wm J Fabrick (SEAL)

TRUSTEES SALE

RESERVOIR AIRPORT AND MOBILE HOME PARK LOCATED ON MURRAY ROAD IN WOOLERY'S (4th) ELECTION DISTRICT OF CARROLL COUNTY, MARYLAND, APPROXIMATELY ONE-HALF MILE SOUTH OF MARYLAND ROUTE 32 AT FINKSBURG.

Pursuant to Order of the Circuit Court of Carroll County, in Equity No. 13844 the undersigned Trustees will offer at public auction on the premises on

SATURDAY, MAY 21, 1977
AT 11:00 O'CLOCK A.M.

All that lot or parcel of land containing 20 acres of land, more or less, described in deeds to William Joseph Fabrick and Dolly M. Fabrick dated May 29, 1962 and recorded among the Land Records of Carroll County in Liber 348, Page 302 et seq., and dated November 1, 1957 and recorded among said Land Records in Liber 284, Folio 523 et seq., respectively together with the right-of-way 20 feet wide leading from said parcel to the Murray Road as described therein.

This [illegible] of land is improved by a Mobile Home Park, Airport with one story 42' x 30' hanger, 22' x 14' block building, 32' x 4[illegible] motel repair shop and other outbuildings.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase money by cash or certified check will be required to be paid to the Trustees on the day of sale; balance to be paid in cash within 30 days after final ratification of sale by the Circuit Court for Carroll County, Maryland. Taxes and public charges, if any, will be adjusted to day of sale and assumed thereafter by the purchaser. Cost of documentary stamps, County and State transfer taxes and all other settlement costs to be paid by the purchaser.

DIRECTIONS: From Maryland Route 140 at Finksburg turn South on the Old Gamber Road and then to the Old Westminster Road turn West 3/10 of a mile to Murray Road turn South ¼ mile to the entrance to the property.-

J. ROBERT JOHNSON AND
PRESTON A. PAIRO, JR., TRUSTEES
HOMER W. SNYDER, Auctioneer
1101 South Main Street
Hampstead, Maryland 21074
J. ROBERT JOHNSON, Attorney
PRESTON A. PAIRO, JR., Attorney
11 North Court Street
Westminster, Maryland 21157
8000 Main Street
Ellicott City, Maryland 21043
[illegible]

LIBER 92 PAGE 638 (EXHIBIT I)

STATEMENT

McIntyre & Johnson
11 North Court Street
Westminster, Md. 21157

May 20, 1977

THE EVENING SUN

130 Carlisle St. Hanover, Pa. 17331 Ph. 717-637-3736

Carroll County Office

117 E. Main St. Westminster, Md. 21157 Ph. 301-848-3388

CERTIFICATION

Thereby certify that the attached notice of advertisement was published in the issues of THE EVENING SUN date of May 5,12 and 19, 1977.

Signed Jean K. Winters

TRUSTEES SALE

RESERVOIR AIRPORT AND MOBILE HOME PARK LOCATED ON MURRAY ROAD IN WOOLERY'S (4th) ELECTION DISTRICT OF CARROLL COUNTY, MARYLAND, APPROXIMATELY ONE-HALF MILE SOUTH OF MARYLAND ROUTE 32 AT FINKSBURG.

Pursuant to Order of the Circuit Court of Carroll County, in Equity No. 13844 the undersigned Trustees will offer at public auction on the premises on

SATURDAY, MAY 21, 1977
AT 11:00 O'CLOCK A.M.

All that lot or parcel of land containing 20 acres of land, more or less, described in deeds to William Joseph Fabrick and Dolly M. Fabrick dated May 29, 1962 and recorded among the Land Records of Carroll County in Liber 348, Page 302 et seq., and dated November 1, 1957 and recorded among said Land Records in Liber 224, folio 523 et seq., respectively together with the right-of-way 20 feet wide leading from said parcel to the Murray Road as described therein.

This tract of land is improved by a Mobile Home Park, Airport with one story 42' x 36' hanger, 22' x 14' block building, 32' x 40' metal repair shop and other outbuildings.

TERMS OF SALE: A deposit of ten per cent (10) of the purchase money by cash or certified check will be required to be paid to the Trustees on the day of sale; balance to be paid in cash within 30 days after final ratification of sale by the Circuit Court for Carroll County, Maryland. Taxes and public charges, if any, will be adjusted to day of sale and assumed thereafter by the purchaser. Cost of documentary stamps, County and State transfer taxes and all other settlement costs to be paid by the purchaser.

DIRECTIONS: From Maryland Route 140 at Finksburg turn South on the Old Gamber Road one block to the Old Westminster Road turn East 2-10 of a mile to Murray Road turn South ½ mile to the entrance to the property.

J. ROBERT JOHNSON AND
PRESTON A. PAIRO, JR., TRUSTEES
HOMER W. SNYDER, Auctioneer
1101 South Main Street
Hampstead, Maryland 21074
J. ROBERT JOHNSON, Attorney
PRESTON A. PAIRO, JR., Attorney
11 North Court Street
Westminster, Maryland 21157
848-6000 876-1234

8000 Main Street
Ellicott City, Maryland 21043
461-1800

DOLLY MARY FABRICK Plaintiff vs. WILLIAM JOSEPH FABRICK and UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States Defendants	:	NO. 13844 EQUITY IN THE CIRCUIT COURT FOR CARROLL COUNTY

REPORT OF SALE

The Report of Sale of J. Robert Johnson and Preston A. Pairo, Jr., Trustees, respectfully represents:

That pursuant to the Order of this Court dated February 17, 1977 your Trustees have posted bond and gave notice of sale by advertisement of the time, place and terms of sale in the Evening Sun, a newspaper published in Carroll County, Maryland and having a substantial circulation in said County on May 5, 12 and 19, 1977 (Certificate of Sale attached as Exhibit I) said times being once in each week for three successive weeks, the first such publication being not less than 15 days prior to sale and the last such publication being not more than one week prior to sale which occurred on May 21, 1977 at 11:00 a.m. (sale ad also appeared in The Jeffersonian, The Sunday Sun, The Maryland Manufactured Housing Association Newsletter and your Trustees also made a direct mailing to 300 non-members of the aforementioned Association) at which time the property, as more fully described in Exhibit I aforesaid, was sold on the premises at public auction to William Joseph Fabrick for $103,000.00 being the highest price then and there bid for said property at which time the purchaser executed a Certificate of Purchase (attached hereto as Exhibit II)

Filed June 2, 1977

confirming the terms of sale and stating under oath that he acted as agent for no one other than himself and that he did not directly or indirectly discourage anyone from bidding for said property and at the same time paid the sum of $18,000.00 being an amount in excess of the 10% required per terms of sale.

J. ROBERT JOHNSON, Trustee

PRESTON A. PAIRO, JR., Trustee

Legal Notice

NO. 13844 EQUITY
IN THE
CIRCUIT COURT
FOR
CARROLL COUNTY

DOLLY MARY FABRICK
Plaintiff
vs.
WILLIAM JOSEPH FABRICK
and
UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States
Defendants

ORDER NISI

Ordered by the Circuit Court for Carroll County, sitting as a Court of Equity, this 3rd day of June, 1977, that the sale made and reported by J. Robert Johnson and Preston A. Paire, Jr., Trustees, in the above entitled cause, be ratified and confirmed unless cause to the contrary be shown on or before the 29th day of June, 1977, provided a copy of this Order be inserted in a newspaper published in Carroll County once a week in each of three successsive weeks before the 22nd day of June, 1977.

The Report states the amount of the sale to be $103,000.00.

Charles C. Conaway
True Test

No. 0539

LIBER 92 PAGE 641

Office of The Carroll County Times

Westminster, Md., June 22, 1977

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* Three (3) *successive weeks previous to the* 22 *day of* June 1977, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Donna Keefer

✓

DOLLY MARY FABRICK	:	NO. 13844 EQUITY
Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
WILLIAM JOSEPH FABRICK and UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States	:	FOR CARROLL COUNTY
Defendants	:	

ORDER OF RATIFICATION

ORDERED this 27th day of July, 1977, by the Circuit Court for Carroll County, in Equity, that the Report of Sale filed herein is finally ratified and confirmed, no exceptions having been filed, although due notice of the Order Nisi appears to have been give.

E. O. Weant, Jr.
E. O. WEANT, JR., Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
JUL 27 3 25 PM '77
Lee Shipley
CLERK

LIBER 92 PAGE 643

DOLLY MARY FABRICK Plaintiff vs. WILLIAM JOSEPH FABRICK and UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States Defendant	I	No. 13844 Equity. In the Circuit Court for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated August 4, 1977, and filed in this cause, he has stated the within account.

He has charged the Trustees ---------- with all the money in their hands as shown by the proceedings had in this cause and he has allowed the Trustees their ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Union National Bank of Westminster, a body corporate, in full liquidation of its mortgage claim; and the balance thereof to Dolly Mary Fabrick and William Joseph Fabrick, the parties to ***

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

Auditor

*** said proceedings.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 29 9 02 AM '77
CLERK

In the matter of the mortgaged real estate of Dolly Mary Fabrick and William Joseph Fabrick, in account with J. Robert Johnson and Preston A. Pairo, Jr., Trustees.

DEBIT

Amount received from sale of real estate as shown by Report of Sale filed on June 2, 1977 ------ $ 103,000.00

Amount received from William Joseph Fabrick to be used for settlement expenses --------- $ 2,665.00

TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ---------- $ 105,665.00

CREDIT

1. To J. Robert Johnson and Preston A. Pairo, Jr., Trustees, for commissions --------- $ 4,300.00

2. To The Tax Collector of Carroll County, for 1976/77 Real Estate Taxes ---------- $ 1,098.42

3. To Homer W. Snyder, Auctioneer, for auctioneering sale ---------- $ 765.00

4. To Thomas A. Raver, for premium on bond ---------- $ 320.00

5. To A. S. Able Company, for advertising sale ---------- $ 131.08

6. To The Evening Sun, for advertising sale ---------- $ 99.00

7. To McIntire and Johnson, Attorneys, for reimbursement for direct mailing to Mobile Home Dealers and Mobile Home Park operators: Photocopies= $30.00, and Postage=$39.00; Total ---------- $ 69.00

8. To The Jeffersonian, for advertising of sale ---------- $ 44.00

9. To Maryland Manufactured Housing Association, for advertising sale ---------- $ 30.00

10. To Landmark Community Newspapers, for advertising sale ---------- $ 17.00

11. To Charles C. Conaway, Clerk, for True Test Copy of Licenses ---- $ 1.00

12. To Clerk of Court,
for filing Release of Mortgage ----$ 6.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library ----------	$ 10.00		
Clerk ----------	$ 40.00		
Sheriff ----------	$ 10.00		
Law Library ----------	$ 10.00		
Clerk (Photocopies) --------	$ 4.50		
Clerk (Recording) ----------	$ 78.00		
Auditor ----------	$ 150.00		
Copy of Audit (2) ----------	$ 3.00		
Clerk (Recording Auditor's Report) ----------	$ 15.00		
Auditor's Notices (4) ------	$ .60		
Filing Vouchers (9) --------	$ 2.25	$ 323.35	$ 7,203.85

BALANCE FOR DISTRIBUTION ---------- $ 98,461.15

AND DISTRIBUTION MADE THEREOF:

To: Union National Bank of Westminster,
amount due on mortgage as of 7/29/77 ---------- $ 202.93

BALANCE ---------- $ 98,258.22

LESS: The amount received from
William J. Fabrick to be used
for settlement costs ---------- $ 2,665.00

BALANCE FOR DISTRIBUTION ---------- $ 95,593.22

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

LESS: Previously paid pursuant
to Order of Court dated
July 4, 1977:
To: William Joseph Fabrick - $ 47,750.00
To: Dolly Mary Fabrick ----- $ 47,750.00 $ 95,500.00

BALANCE FOR DISTRIBUTION ---------- $ 93.22

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: William Joseph Fabrick,
the one-half of the above
balance ---------- $ 46.61

To: Dolly Mary Fabrick,
the one-half of the above
balance ---------- $ 46.61 $ 93.22

TOTAL AMOUNT ACCOUNTED FOR - BALANCE ---------- $ - 0 -

NOTE: Amount received from William Joseph
Fabrick to be used toward settlement
costs as shown above ---------- $ 2,665.00

(a) Balance of adj. of 1976/77
real estate taxes due ------- $ 131.28

(b) 1977/78 real estate taxes
due ---------- $ 1,138.53

(c) Documentary Stamps ----------	$ 339.90		
(d) Transfer Tax ----------	$ 257.50		
(e) Preparation of Deed ---------	$ 40.00		
(f) Recording costs of Deed -----	$ 16.00		
(g) Settlement Fee ----------	$ 60.00	$ 1,983.21	
BALANCE ----------			$ 681.79

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: William Joseph Fabrick,
for overpayment of settlement expenses ---------- $ 681.79

BALANCE ---------- $ - 0 -

DOLLY MARY FABRICK Plaintiff vs. WILLIAM JOSEPH FABRICK and UNION NATIONAL BANK OF WESTMINSTER, a body corporate of the United States Defendant	I	No. 13844 Equity. In the Circuit Court for Carroll County.

ORDERED, this 29TH day of August in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 13th day of September, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.~~

Charles C. Conaway
Clerk of the Circuit Court
for Carroll County

FILED-AUG. 29, 1977

ORDERED, this 23rd day of Sept, in the year Nineteen Hundred and ~~Sixty~~ Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the preceding order nisi~~ and the Trustees are ---------- hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
~~Chief Judge~~
Clerk of the Circuit Court
for Carroll County

Filed Sept 23, 1977

No. 14878 Docket 28 Folio 31

CIRCUIT COURT FOR CARROLL COUNTY

JACOBS
L & H

EX PARTE
IN THE MATTER OF
JENNIFER DEVLIN BRUNER

LIBER 92 PAGE 648

DATE	CLERK'S MEMORANDUM	NO.
9-27-77	Petition to Change Name and Consent fd. Same day Order of Court granting Petition fd. Copy mailed to Petitioners Atty.	

LIBER 92 PAGE 649

EX PARTE	:	IN THE
In The Matter Of	:	CIRCUIT COURT
JENNIFER DEVLIN BRUNER	:	FOR
	:	CARROLL COUNTY

:::

ORDER

UPON consideration of the foregoing Petition to Change Name and Consent, it is this 27th day of September, 1977, by the Circuit Court for Carroll County,

ORDERED, that the name of the baby girl born to Margaret Ann Jenkins (formerly Bruner) on April 22, 1976, and then given the name Jennifer Devlin Bruner, be and hereby is changed to Jennifer Devlin Jenkins, and that the required notice by publication be and is hereby waived.

E. O. Hewitt
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 27 2 57 PM '77
C. L. Kelly
CLERK

LAW OFFICES
LENTZ & HOOPER
343 NORTH CALVERT ST.
BALTIMORE, MARYLAND
21202

0-X

No. 14784 Docket 27 Folio 259

CIRCUIT COURT FOR CARROLL COUNTY

HOFFMAN

WILLIAM M. SELBY
AND
BETTY L. SELBY, HIS WIFE

VS

JESSE E. SCHISSLER, JR
AND
GLORIA A. SCHISSLER, HIS WIFE
AND
ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PARCEL "A" ON A PLAT OF "RESUBDIVISION OF PARCEL FOUR OF SECTION TWO, RAY-MAR ESTATES SAID LOT CONTAINING 0.619 OF AN ACRE OF LAND, SITUATE IN THE NINTH ELECTIO DISTRICT OF CARROLL COUNTY, MARYLAND

LIBER 92 PAGE 650

DATE	CLERK'S MEMORANDUM	NO.
8-9-77	Bill of Complaint to Foreclose Equity Redemption and Exhibit fd.	
8-10-77	Order of Publication fd. Subpoena issued to Sept R.D. and copy of Bill of Complaint and Order sent to be served on and left with each Deft.	
	Copy of Order of Publication mailed to Carroll County Times.	
8-19-77	Sheriffs return, "Copy of summons & Foreclosure Equity of Recemption & Order, Exhibit, Bill of Complaint served on and left with Jesse E. Schessler Jr and Gloria A. Schessler this 18 day of August, 1977" fd.	
10-27-77	Printer's Certificate of Publication of Order of Publication fd.	
10-27-77	Final Decree Foreclosing Equity of Redemption fd. Copy delivered to Plaintfff's Atty.	

LIBER 92 PAGE 651 7/22/77 kjs/ble

WILLIAM M. SELBY and BETTY L. SELBY, his wife 2437 Sam's Creek Road Westminster, Maryland 21157 Complainants vs. JESSE E. SCHISSLER, JR. and GLORIA A. SCHISSLER, his wife Box 23A Brangles Road Marriottsville, Maryland 21104 and All Other Persons Having Or Claiming To Have Any Interest In Parcel "A" On A Plat Of "Resubdivision Of Parcel Four Of Section Two, Ray-Mar Estates", Said Lot Containing 0.619 Of An Acre Of Land, Situate In The Ninth Election District Of Carroll County, Maryland Respondents	*	No. 14784 Equity In The Circuit Court For Carroll County, Maryland 27/259

* *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of William M. Selby and Betty L. Selby, his wife, by R. Neal Hoffman, their attorney, respectfully represents unto this Honorable Court:

1. That on or about May 21, 1976, Grace B. Harris, Collector of Taxes for the State of Maryland and the County of Carroll, pursuant to the power and authority vested in her by the Laws of the State of Maryland, sold unto the Carroll County Commissioners, at public auction, in fee simple, at and for the price of Fifty-Two Dollars, Seventy-Five Cents ($52.75), the following lot of ground for non-payment of taxes, said lot situate in the County of Carroll, State of Maryland, described as follows:

> All that lot or parcel of land containing 0.619 of an acre of land, more or less, situate, lying and being in the Ninth Election District of Carroll County, Maryland, which said lot is known and designated as Parcel "A" on a Plat of "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates", recorded among the Land Records of Carroll County in Plat Book No. 10,

Filed Aug 9, 1977

folio 70.

BEING a part of all that tract or parcel of land described in a Deed from Arthur N. Disney, Jr., and Jean M. Disney, his wife, to Jesse E. Schissler, Jr. and Gloria A. Schissler, his wife, dated August 23, 1971, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 494, folio 189 &c.; assessed to Jessee E. Schissler, Jr. and Gloria A. Schissler, his wife.

2. That a Certificate of Tax Sale dated May 21, 1976, was issued to The Carroll County Commissioners, by Grace B. Harris, Collector, as aforesaid, covering the above described property, in conformity with the authority conferred upon her by Chapter 761 of the Acts of 1943 and acts amendatory thereof, which Certificate of Tax Sale is attached hereto, marked Exhibit 1, and prayed to be incorporated herein by reference.

3. That said Certificate of Tax Sale was subsequently assigned to William M. Selby and Betty L. Selby, his wife, by John R. Cerame, County Attorney, on behalf of The Carroll County Commissioners, as is noted on the Certificate of Tax Sale (Exhibit 1).

4. That a search and examination of the Land Records of Carroll County, the Records of the Office of the Register of Wills for Carroll County, and the records of all of the Courts of Law and Equity for Carroll County disclose that the said lot of ground is vested in the Respondents hereto, free and clear of any mortgage or other encumbrance.

5. That this proceeding is brought to foreclose all rights of redemption of all of the Respondents hereto and all persons having or claiming to have an interest in and to the property herein described.

6. That the property has not been redeemed by any party in interest, although more than one year and one day from the date of sale has expired, and this proceeding to foreclose the right of redemption is brought within two (2) years from the issuance of the Certificate of Tax Sale.

7. That the amount necessary for the redemption of said property heretofore described and referred to in Exhibit 1,

is the purchase price of said property, as aforesaid, which also appears on the face of the Certificate of Tax Sale, together with interest at the rate of six per cent (6%) per annum from the date of said sale to the date of redemption and all taxes and other municipal liens accruing subsequent to the date of sale, together with interest and penalties thereon, and total disbursements of the Complainants, the holders of said Certificate of Tax Sale, in accordance with Article 81, Section 111, Annotated Code of Maryland (1976 Supp.).

WHEREFORE, the Complainants pray:

a. That this Honorable Court pass a Final Decree foreclosing all rights of redemption of all the Respondents and all persons having or claiming to have any interest in and to the property herein described.

b. That this Honorable Court pass a Final Decree vesting in the Complainants an absolute and indefeasible title in fee simple in and to the property herein described and referred to and so bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances thereon, except easements to which the property is subject and taxes or other municipal liens accruing subsequent to the date of the aforesaid Sale.

c. That a Writ of Summons be issued to the following Respondents:

Jesse E. Schissler, Box 23A, Brangles Road, Marriottsville, Maryland 21104

Gloria A. Schissler, Box 23A, Brangles Road, Marriottsville, Maryland 21104

And commanding them to be and appear in this Court on some day certain to be named therein, and to answer the said Bill of Complaint or redeem the said property and abide by and perform such Decree or Order as may be passed, warning them that in case of failure to do so, a Final Decree will be passed foreclosing all rights of redemption in and to the property herein described.

d. That an Order of Publication be passed giving notice to the following Respondents:

Jesse E. Schissler, Box 23A, Brangles Road, Marriottsville, Maryland 21104

Gloria A. Schissler, Box 23A, Brangles Road, Marriottsville, Maryland 21104

And all persons known and unknown, having or claiming to have any interest in the aforesaid property of the subject and substance of this Bill of Complaint, warning them to be and appear in this Court in person or by Solicitor within sixty (60) days from the date of the filing of this Bill of Complaint, to answer same or redeem the above described lot of ground, and warning them that in case of failure to do so, a Final Decree will be passed foreclosing all rights of redemption in the lot of ground hereinabove referred to.

AND AS IN DUTY BOUND, ETC.

William M. Selby
WILLIAM M. SELBY

Betty L. Selby
BETTY L. SELBY

Complainants

R. Neal Hoffman
R. NEAL HOFFMAN
Hoffman, Hoffman & Preston
24 North Court Street
Westminster, Maryland 21157
848-4444 - 876-2266

Solicitor for Complainants

LIBER 92 PAGE 655

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I, Grace B. Harris Collector of Taxes for the State of Maryland and the County of Carroll, do hereby certify that on the 21st day of May, 19 76 I sold to Carroll Co. Commissioners, at public auction for the sum of Fifty-Two Dollars and Seventy-Five cents, of which $52.75 Dollars has been paid, the property in the Ninth Election District of Carroll County described as Approx. 0.619 Ac Imps. E/S Salem Bottom Rd. Plat 10-70 Raymar Estate NE of Winfield and assessed to Jesse E. Schissler Jr. & Gloria A. Schissler Box 23A Brangles Rd. Marriottsville, Md. 21104

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 May 22, 19 77 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 21st day of May, 19 76

Grace B. Harris (Seal)
Collector.

STATE OF MARYLAND, CARROLL COUNTY, to wit: -

I hereby certify that on this 21st day of May, 19 76, before the subscriber, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, personally appeared Grace B. Harris, Collector of Taxes for the State of Maryland and the County of Carroll, known to me to be the person whose name is subscribed to the within instrument, and acknowledged the aforegoing certificate of sale to be his act and deed.

In testimony whereof I hereunto set my hand and Notarial Seal the day and year last hereinbefore written.

EFFIE K. GRIMES NOTARY PUBLIC CARROLL COUNTY, MARYLAND

Effie K. Grimes
Notary Public

June 8, 1976

For value received the County Commissioners of Carroll County do hereby assign all rights and interest of this certificate to Mr. William M. Selby and Betty L. Selby his wife

By John R. Cerone, County Attorney
For County Commissioners of Carroll County

Exhibit 1

WILLIAM M. SELBY and BETTY L. SELBY, his wife 2437 Sam's Creek Road Westminster, Maryland 21157 Complainants vs. JESSE E. SCHISSLER, JR. and GLORIA A. SCHISSLER, his wife Box 23A Brangles Road Marriottsville, Maryland 21104 and All Other Persons Having Or Claiming To Have Any Interest In Parcel "A" On A Plat Of "Resubdivision Of Parcel Four Of Section Two, Ray-Mar Estates", Said Lot Containing 0.619 Of An Acre Of Land, Situate In The Ninth Election District Of Carroll County, Maryland Respondents	*	No. 14784 Equity In The Circuit Court For Carroll County, Maryland

* *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property sold by Grace B. Harris, Collector of Taxes, for the State of Maryland, County of Carroll, to The Commissioners of Carroll County, who subsequently assigned their interest in said property to the Complainants in this proceeding:

> All that lot or parcel of land containing 0.619 of an acre of land, more or less, situate, lying and being in the Ninth Election District of Carroll County, Maryland, which said lot is known and designated as Parcel "A" on a Plat of "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates", recorded among the Land Records of Carroll County in Plat Book No. 10, folio 70.
>
> BEING a part of all that tract or parcel of land described in a Deed from Arthur N. Disney, Jr., and Jean M. Disney, his wife, to Jesse E. Schissler, Jr. and Gloria A. Schissler, his wife, dated August 23, 1971, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 494, folio 189 &c.; assessed to Jessee E. Schissler, Jr. and Gloria A. Schissler, his wife.

Filed Aug 10, 1977

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

It is thereupon this 10th day of August, 1977, by the Circuit Court for Carroll County,

ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Carroll County once a week for three successive weeks warning all persons interested in said property to be and appear in this Court by the 17th day of October, 1977, and redeem the property being known as Parcel "A", on a Plat entitled "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates", recorded among the Land Records of Carroll County in Plat Book No. 10, folio 70, and answer the Bill of Complaint or thereafter a Final Decree will be rendered, foreclosing all rights of redemption in the property, and vesting in the Complainants, a title, free and clear of all encumbrances.

E. O. Weant, Jr.
Judge

LIBER 92 PAGE 658

AUG 18 1977

Subpoena to Answer Bill of Complaint

No. 14784 Equity July Term 19 77 Docket 27 Folio 259

WILLIAM M. SELBY AND

BETTY L. SELBY, HIS WIFE

vs.

JESSE E. SCHISSLER, JR AND

GLORIA A. SCHISSLER, HIS WIFE, ETAL

The State of Maryland, Carroll County, To-Wit:

TO

JESSE E. SCHISSLER, JR AND GLORIA A. SCHISSLER, HIS WIFE

~~BOX 23 A~~ 7311

~~BRANGLES ROAD~~

SYKESVILLE, MARYLAND 21104, GREETING:

We command and enjoin you that you do within the time limited by law, ~~[illegible]~~ ~~[illegible]~~, cause your answer or other defense to be filed to the complaint of WILLIAM M. SELBY AND BETTY L. SELBY TO FORECLOSE EQUITY OF REDEMPTION

(SEE ATTACHED ORDER OF PUBLICATION AND ORDER)

(ALL PERSONS INTERESTED IN SAID PROPERTY TO BE AND APPEAR IN THIS COURT BY THE 17th DAY OF OCTOBER, 1977 AND REDEEM THE PROPERTY)

against you exhibited in the Circuit Court for Carroll County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS the Honorable JAMES MACGILL, Chief Judge of the Fifth Judicial Circuit of Maryland the 1st day of Aug, 19 77.

ISSUED the 10th day of Aug, 19 77.

TO THE DEFENDANT (S):

~~[illegible]~~

NOTICE TO THE SHERIFF: This writ returnable on or before the First Monday of SEPTEMBER next.

CHARLES C. CONAWAY

Charles C. Conaway

Charles C. Conaway, Clerk
Circuit Court for Carroll County.

R. NEAL HOFFMAN

Attorney For Plaintiff
Westminster, Md.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 19 2 47 PM '77
R. P. Kelly
CLERK

LIBER 92 PAGE 659

No. 14784

Equity
In The
Circuit Court
For
Carroll County,
Maryland

WILLIAM M. SELBY and
BETTY L. SELBY, his wife
2437 Sam's Creek Road,
Westminster, Maryland 21157

Complainants

vs.

JESSE E. SCHISSLER, JR.
and
GLORIA A. SCHISSLER, his
wife
Box 23A
Brangles Road
Marriottsville, Maryland
21104

and

All Other Persons Having Or Claiming To Have Any Interest In Parcel "A" On A Plat Of "Resubdivision Of Parcel Four Of Section Two, Ray-Mar Estates", Said Lot Containing 0.619 Of An Acre Of Land, Situate In The Ninth Election District Of Carroll County, Maryland

Respondents

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property sold by Grace B. Harris, Collector of Taxes, for the State of Maryland, County of Carroll, to The Commisssioners of Carroll County, who subsequently assigned their interest in said property to the Complainants in this proceeding:

All that lot or parcel of land containing 0.619 of an acre of land, more or less, situate, lying and being in the Ninth Election District of Carroll County, Maryland, which said lot is known and designated as Parcel "A" on a Plat of "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates", recorded among the Land Records of Carroll County in Plat Book No. 10, folio 70.

BEING a part of all that tract or parcel of land described in a Deed from Arthur N. Disney, Jr., and Jean M. Disney, his wife, to Jesse E. Schissler, Jr. and Gloria A. Schissler, his wife, dated August 23, 1971, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 494, folio 189 &c.; assessed to Jessee E. Schissler, Jr. and Gloria A. Schissler, his wife.

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

Office of The Carroll County Times

Westminster, Md., Sept. 9, 1977

THIS IS TO CERTIFY that the annexed Order of Publication *was published for* three (3) *successive weeks previous to the* 9 *day of* Sept., 1977, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per: Irma Kuffer

It is thereupon this 10th day of August, 1977, by the Circuit Court for Carroll County,

ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Carroll County once a week for three successive weeks warning all persons interested in said property to be and appear in this Court by the 17th day of October, 1977, and redeem the property being known as Parcel "A", on a Plat entitled "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates," recorded among the Land Records of Carroll County in Plat Book No. 10, folio 70, and answer the Bill of Complaint or thereafter a Final Decree will be rendered, foreclosing all rights of redemption in the property, and vesting in the Complainants, a title, free and clear of all encumbrances.

E.O. Weant, Jr.
Judge

True Copy Test
Charles C. Conaway, Clerk
No. 14784.

10/21/77 RNH/kjs/ble

WILLIAM M. SELBY and BETTY L. SELBY, his wife * No. 14,784 Equity

Complainants * In The

vs. * Circuit Court

JESSE E. SCHISSLER, JR. and GLORIA A. SCHISSLER, his wife * For

and * Carroll County,

All Other Persons Having Or Claiming To Have Any Interest In Parcel "A" On A Plat Of "Resubdivision Of Parcel Four Of Section Two, Ray-Mar Estates", Said Lot Containing 0.619 Of An Acre Of Land, Situate In The Ninth Election District Of Carroll County, Maryland * Maryland

Respondents * 27/259

* *

Final Decree Foreclosing Equity Of Redemption

The proceedings in this Cause having been read and considered, and the Respondents having been properly served with process or properly notified by Order of Publication issued out of this Court on the 10th day of August, 1977, and no redemption having been made nor Answer filed by any party in interest;

It is thereupon this 27th day of Oct, 1977, by the Circuit Court for Carroll County, in Equity, ADJUDGED, ORDERED and DECREED that all the rights of redemption in the property of the Respondents, JESSE E. SCHISSLER, JR. and GLORIA A. SCHISSLER, his wife, and all other persons having or claiming to have any interest in Parcel "A" on a Plat of "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates", said lot containing 0.619 of an acre of land, situate in the Ninth Election District of Carroll County, Maryland, be and they are hereby foreclosed, and that absolute and indefeasible title in fee simple vests in the Complainants in and to the following property, appearing on the Collector's Tax Rolls as "Property in the Ninth Election District of Carroll County

FILED OCT 27, 1977

described as approximately 0.619 of an acre of land, East side of Salem Bottom Road, Plat 10-70, Ray-Mar Estates, northeast of Winfield", sold by the Collector of Taxes for the State of Maryland and Carroll County to the Complainants on May 21, 1976, and which property is more particularly described as follows:

> All that lot or parcel of land containing 0.619 of an acre of land, more or less, situate, lying and being in the Ninth Election District of Carroll County, Maryland, which said lot is known and designated as Parcel "A" on a Plat of "Resubdivision of Parcel Four of Section Two, Ray-Mar Estates", recorded among the Land Records of Carroll County in Plat Book No. 10, folio 70.
>
> BEING a part of all that tract or parcel of land described in a Deed from Arthur N. Disney, Jr., and Jean M. Disney, his wife, to Jesse E. Schissler, Jr. and Gloria A. Schissler, his wife, dated August 23, 1971, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 494, folio 189 &c.; assessed to Jessee E. Schissler, Jr. and Gloria A. Schissler, his wife.

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the Tax Sale mentioned in this Cause.

It is further ORDERED that the Treasurer of Carroll County, Maryland, Collector of State and County Taxes, execute and deliver to William M. Selby and Betty L. Selby, his wife, Complainants in these proceedings, a Deed of Conveyance to the aforesaid parcel of land, upon payment to her of such taxes as may be due thereon and the balance of the purchase price, if any, and it is further

ORDERED that the Complainants pay the costs of these proceedings.

Judge

a x

No. 14697 Docket 27 Folio 215

CIRCUIT COURT FOR CARROLL COUNTY

HAMMOND

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION

VS

Mix

NORMAN EDWARD HYMILLER
AND
HAZEL MAE HYMILLER, HIS WIFE

LIBER 92 PAGE 662

DATE	CLERK'S MEMORANDUM	NO.
6-23-77	Petition for Foreclosure, Military Affidavit, Statement of Mortgage Debt and Original Mortgage fd.	
6-29-77	Decree of Court appointing Lloyd J. Hammond and Nolan H. Rogers Trustees and setting Bond fd. Copy mailed to Pltffs Atty.	
7-29-77	Trustees Report of Public Sale, Affidavit of Purchaser and Memorandum of Purchase fd.	
7-29-77	Order Nisi of Order of Publication fd. Copy mailed to Carroll County Times.	
8-24-77	Printers Certificate of Publication of Order Nisi on Sale fd.	
8-26-77	Order of Court finally Ratifying sale fd. Record of Proceedings delivered to Auditor.	
9-6-77	Proceedings returned from Auditor.	
9-6-77	Trustees Bond approved and fd.	
9-8-77	Petition to File Affidavit of Compliance Nunc Pro Tunc fd.	
9-8-77	Petition to File Affidavit of Compliance fd. Same day Show Cause Order fd. Copy of Petition and Order mailed by Registered mail to each Deft.	
9-22-77	Defendant (Hazel Mae Hymiller) Answer to Show Cause Order fd.	
9-30-77	Certified letter(Norman E. Hymiller) return, "Unclaimed no response" fd.	
9-30-77	Defendant's(Norman E. Hymiller) Answer to Show Cause Order fd.	
10-3-77	Plaintiff's Affidavit fd.	
10-3-77	Order of Court ratifying Sale fd. Copy delivered to Plaintiff's Atty. Record of Proceedings delivered to Auditor.	
10-28-77	Auditors Report, vouchers thereto and order Nisi thereon fd.	
11-15-77	Order ratifying Audit fd.	

LIBER 92 PAGE 663

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION vs. NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, HIS WIFE	Docket 27 Folio 215 Case No. 14697 Filed IN THE **Circuit Court** ~~Baltimore~~ —OF— Carroll County ~~BALTIMORE CITY~~

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 18thday of JULY A.D. 1977 the defendants executed and delivered to REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION a mortgage upon certain fee simple property in the County of Carroll ~~City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $ 26,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

Said mortgage being in default.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
JUN 23 12 25 PM '77
CLERK

Lloyd J. Hammond
Attorney for Plaintiff

LLOYD J. HAMMOND
313 A Main Street
Reisterstown, Maryland, 21136
833-4744

LIBER 92 PAGE 664

Military . idavit under Soldiers' and Sailo Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

NORMAN E. HYMILLER AND HAZEL M. HYMILLER, HIS WIFE

IN THE

CIRCUIT COURT No. 2

OF

CARROLL COUNTY

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

Case No. 14697

Filed .....

Military Affidavit

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared GEORGE A. TURNER, JR., PRESIDENT REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

Agent.
GEORGE A. TURNER, JR., PRESIDENT

Subscribed and sworn to before me this 22nd day of June 1977

NOTARY PUBLIC BALTIMORE COUNTY, MD. CATHERINE H. SIMON

Catherine H. Simon
Notary Public
CATHERINE H. SIMON

My Commission Expires July 1, 1978

LIBER 92 PAGE 665

STATEMENT OF MORTGAGE (JM

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION *vs.* NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, HIS WIFE	IN THE **CIRCUIT COURT** ~~NO. 2~~ —OF— CARROLL COUNTY ~~BALTIMORE CITY~~ 14697

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	$26,000.00
Less Amount Paid on Principal	289.07
	$25,710.93
Interest to June 21, 1977	463.06
Late Charges	31.28
	$26,205.27
Less Credit in Expense Account	320.48
	$25,884.79

Reisterstown Federal Savings and Loan Association

By: George A. Turner, Jr., President

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

I HEREBY CERTIFY, That on this 22nd day of JUNE in the year nineteen hundred and SEVENTY-SEVEN, before me, a NOTARY of the State of Maryland, in and for said ~~City~~ COUNTY of Baltimore, personally appeared GEORGE A. TURNER, JR., PRESIDENT REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires July 1, 1978

As witness my hand and Notarial Seal,

Catherine H. Simon
Notary Public.
CATHERINE H. SIMON

LIBER 598 PAGE 263 LIBER 92 PAGE 666 2553

This Mortgage, Made this 18th day of July in the year one thousand, nine hundred and seventy-five, between NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, his wife

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

WHEREAS, said Mortgagor s, being member of said body corporate, ha ve received therefrom an advance of TWENTY- SIX THOUSAND AND 00/100ths ($26,000.00)---------- Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagor s ha ve agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of nine per cent (9 %) per annum in the manner following:

JUL 23-75 * 24800 ****184.60
JUL 23-75 A 24800 ****171.60
JUL 23-75 A 24799 *****13.00

By the payment on or before the first day of each month from date hereof;

(A) of the sum of TWO HUNDRED NINE AND 21/100ths ($209.21)---------- Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of _____ Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor ~~s, his, heirs~~ their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one Dollar, the said Mortgagor s do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground or parcel of land situate and lying in Carroll County in said State, and described as follows:

BEGINNING FOR THE SAME and being known and designated as Lot No. 7, on a Plat of Key View, Section 2, which Plat is recorded among the Land Records of Carroll County in Plat Book 9 folio 96, said land being in the 2nd Election District of Carroll County, State of Maryland.

BEING the same lot of ground which by Deed dated October 12, 1971, and recorded among the Land Records of Carroll County in liber CCC 497 folio 657 was granted and conveyed by Arnold R. Weeks, Sr. unto Norman Edward Hymiller and Hazel Mae Hymiller, his wife, the mortgagors herein, in fee simple.

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, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $==========, payable in equal semi-annual instalments on the ========== days 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 s , their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor s , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) 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 satifactory 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 s , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit

or suffer no waste, impairment or deterioration of said property, or any other 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 Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) 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; (10) to pay a late charge not to exceed the greater of $2.00 or 5% of the total amount of any delinquent installment of principal and interest which is received more than 15 days after the due date.

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

AND the said Mortgagor , in accordance with the provisions of Article 66 of the Annotated Code of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor s do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Nolan H. Rogers, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Three Hundred Fifty Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor s, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

THE Mortgagor s by execution of this instrument certifies that prior to such execution he ~~they~~ (have) 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

Norman E Hymiller (SEAL)
NORMAN EDWARD HYMILLER

Hazel Mae Hymiller (SEAL)
HAZEL MAE HYMILLER

(SEAL)

(SEAL)

WITNESS:

Catherine H Feeney

Catherine H. Feeney

LIBER 92 PAGE 569

LIBER 598 PAGE 266

STATE OF MARYLAND, Baltimore County to wit:

I HEREBY CERTIFY that on this 18th day of July, 19 75, before me, the subscriber, a Notary Public, of the State of Maryland in and for the county aforesaid, personally appeared NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, his wife the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the person s whose name are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared George A. Turner, Jr., President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth. The amount of the loan hereby secured was paid over to Nolan H. Rogers and/or Lloyd J. Hammond for disbursement of the said funds at a time no later than the final and complete execution of these presents.

AS WITNESS my hand and Notarial Seal

Catherine R. Hurley

Notary Public.

My commission expires July 1, 1978.

REC'D. FOR RECORD July 23 1975 AT 1:10 O'CLK P.M. SAME DAY RECORDED & EX'D PER CHARLES C. CONAWAY, CLK

LIBER 92 PAGE 670

DECREE FOR SALE OF MORTGAGE PREMISES

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION *vs.* NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, HIS WIFE	IN THE **CIRCUIT COURT** —OF— CARROLL COUNTY ~~BALTIMORE CITY~~ 14697 May TERM, 1977

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 28th day of June, in the year nineteen hundred and seventy-seven, by the Circuit Court of Carroll County ~~Baltimore City~~, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Lloyd J. Hammond and Nolan H. Rogers be and they are hereby appointed Trustees to make said sale, and that the course and manner of these 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 Thirty-two Thousand Five Hundred and 00/Dollars ($32,500.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Carroll ~~XXXXXXXXXXXX~~, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i), of the time, place, manner and terms of sale, which shall be cash, deposit of $1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of these proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their ~~personal representatives~~, heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.

JUN 29 9 18 AM '77

A L Kelly
CLERK

E. O. Weant Jr.
Judge

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT OF
VS	*	CARROLL COUNTY
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, His wife	*	Docket No. 27, folio 215 Case No. 14697
	*	
	*	
	*	

TRUSTEE'S REPORT OF PUBLIC SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Nolan H. Rogers and Lloyd J. Hammond, Trustees, appointed by Order of this Court passed in the above-entitled cause, June 28, 1977, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in, "The Carroll County Times" a weekly newspaper published in Carroll County, for at least three successive weeks before the day of sale, the first such publication was not less than 15 days prior to sale and the last such publication was not more than one week prior to sale, as follows: July 6, 1977, July 13, 1977 and July 20, 1977; and also said advertisement was inserted in "The Sunday Sun", a daily newspaper, published in Baltimore City, on July 16, 1977, and also said advertisement was inserted in "The Evening Sun" a daily newspaper, published in Hanover, Pa., on July 7, 1977, July 14, 1977 and July 19, 1977, and they did, pursuant to said notice, attend, on the premises at Lot 7, Key View, Carroll County, Maryland, on the 21st day of July, 1977, at 4:15 p.m. and then and there proceeded to sell said property in the manner following, that is to say:

Your Trustees offered at public sale to the highest bidder, the property mentioned in said decree, situate in Carroll County, Maryland and described as follows:

RECEIVED IN Filed
CIRCUIT COURT
CARROLL CO., MD.
Jul 29 11 01 AM '77
A L Kelly
CLERK

All that lot or parcel of land and the improvements thereon, situate in Carroll County, Stateof Maryland, and being known and designated as Lot No. 7, on a Plat of Key View, Section 2, which Plat is recorded among the Land Records of Carroll County in Plat Book 9 folio 96, said land being in the 2nd Election District of Carroll County, State of Maryland, being the same land conveyed unto Norman Edward Hymiller and Hazel Mae Hymiller, his wife, by deed dated October 12, 1971 and recorded among the Land Records of Carroll County in Liber CCC No. 497, folio 657, was granted and conveyed by Arnold R. Weeks, Sr.

Improved by an aluminum siding rancher, containing three bedrooms, kitchen, living room, basement, with oil-fire hot air heat. Well and private sewage system.

And your Trustees sold the above described property to Robert L. Frye, for the sum of Thirty-Two Thousand and 00/100ths ($32,000.00) Dollars, he being, at that sum, the highest bidder therefore, the terms of said sale being cash deposit of $5,000.00 at the time and place of sale. Balance to be paid in cash upon final ratification of sale by the Circuit Court for Carroll County, taxes to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes to be borne by the purchaser. Settlement to be held within thirty days of final ratification, interest is to be paid on unpaid purchase money from the date of sale to the date of settlement at the rate of 9%.

Nolan H. Rogers, Trustee
313 A Main Street
Reisterstown, Md. 21136
833-4744

Lloyd J. Hammond, Trustee
313 A Main Street
Reisterstown, Md. 21136
833-4744

We do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Trustee's Report of Public Sale are true and correct to the best of our knowledge, information and belief.

Nolan H. Rogers, Trustee

Lloyd J. Hammond, Trustee

Date: July 28, 1977

LIBER 92 PAGE 673

REISTERSTOWN FEDERAL SAVINGS
AND LOAN ASSOCIATION

vs.

NORMAN EDWARD HYMILLER and
HAZEL MAE HYMILLER, His wife

IN THE CIRCUIT COURT
OF
CARROLL COUNTY

Docket No. 27, Folio 215
Case No. 14697

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 21st day of July, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert L. Frye, 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 an agent for anyone and that he has not directly or indirectly discouraged anyone from bidding for t the said Lot No. 7, Key View, Carroll County, mentioned in the said Report of Sale.

Robert L. Frye
Purchaser Robert L. Frye

Catherine H. Simon
Notary Public
My Commission Expires:
July 1, 1978

CATHERINE H. SIMON NOTARY PUBLIC BALTIMORE COUNTY, MD.

MEMORANDUM OF PURCHASE
AT PUBLIC AUCTION

Property Lot 7, Key View,
Carroll County, Maryland

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 $32,000.00

And have paid to Nolan H. Rogers and Lloyd J. Hammond, Trustees the sum of $5,000.00

by way of deposit and earnest money with interest to be paid on unpaid purchase money to date of settlement at the rate of 9% and I (or We) agree to complete the purchase in accordance with said conditions.

As Witness my hand this 21st day of July, 1977.

Robert L. Frye (Seal)
Robert L. Frye
Purchaser

Address

I acknowledge receipt of deposit

Lloyd J. Hammond

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.

Lloyd J. Hammond (Seal)
Lloyd J. Hammond, Trustee

(Seal)
Nolan H. Rogers, Trustee

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUL 29 11 00 AM '77

C L Kelly
CLERK

Legal Notice

Nolan H. Rogers, Solicitor
313 A Main Street
Reisterstown, Maryland 21136

Trustee's Sale of Valuable Fee Simple Property

By virtue of a decree of the Circuit Court of Carroll County (27-216) the undersigned Trustee, will sell at public auction, on the premises, on Thursday, July 21, 1977 at 2 o'clock P.M. Sale of 90 per cent completed never occupied, split foyer home known as Lot No. 22, as shown on a Plat entitled Section 3 London Bridge Estates, which Plat is recorded among the Land Records of Carroll County in Plat Book 10 folio 80. (Directions to home are as follows: Take Route 32 to London Bridge Road turn right to Canterbury Court then left to Friar Tuck Way, Finksburg, Maryland.)

By virtue of a decree of the Circuit Court of Carroll County (27, folio 215) the undersigned Trustee will sell at public auction, on the premises, on Thursday, July 21, 1977 at 3:15 o'clock P.M. Sale of split foyer home off Warfieldsburg Road, new home, approximately one year old and known and designated as all that lot or parcel of land situate on the Southwest side of Warfieldsburg Road in the Seventh Election District of Carroll County, Maryland containing 20,000 square feet of land more of less and being known as Lot No. 58 on a Plat of Mountain View, Section Two, which Plat is recorded among the Plat Records of Carroll County in Liber No. 6, folio 36. (Directions to home are as follows: Take Route 32 to Washington Road and then turn right at Warfieldsburg Road.'

By virtue of a decree of the Circuit Court of Carroll County (27-216) the undersigned Trustee will sell at public auction, on the premises, on Thursday, July 21, 1977 at 4:15 o'clock P.M. Sale of frame rancher, 40 ft. x 26 ft., one story dwelling with basement, approximately 5 years old and being known and designated as Lot. No. 7 on a Plat of Key View, Section 2, which Plat is recorded among the Land Records of Carroll County in Plat Book 9 folio 96, said land being in the 2nd Election District of Carroll County, State of Maryland. (Directions to home are as follows: Take Union Town Road out of Westminster to Middleburg Road proceed to Star Court, Union Mills, Maryland: Tower, Md.

Terms of Sale: A cash deposit or certified check of $5,000 at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Carroll County, interest to be paid on unpaid purchase money from the 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 sanitary and-or metropolitan district charges 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.

Nolan H. Rogers, Trustee
Lloyd J. Hammond, Trustee

HOMER SNYDER, AUCTIONEERS
1101 S. Main Street
Hampstead, Maryland
No. 0578

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT OF CARROLL COUNTY
VS.	*	
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, His wife	*	Docket 27, Folio 215 Case No. 14697

****

ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 29th day of July, 1977, that the sale made and reported by Nolan H. Rogers and Lloyd J. Hammond, Trustees, in the above-entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 24th day of August 1977, provided a copy of this Order be inserted in some newspaper, published in Carroll County, one in each of three successive weeks before the 17th day of August, 1977.

The report states the amount of sale to be $32,000.00

Charles C Conaway
Charles C. Conaway, Clerk

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.

JUL 29 11 49 AM '77

A L Kelly
CLERK

Aug 2nd, 9th + 16th

IN THE
CIRCUIT COURT OF
CARROLL COUNTY
Docket 27, Folio 215
Case No. 14697
REISTERSTOWN FEDERAL SAVINGS
AND LOAN ASSOCIATION
VS.
NORMAN EDWARD HYMILLER and
HAZEL MAE HYMILLER, His wife

ORDER NISI

ORDERED by the Circuit Court for Carroll County, sitting in Equity, this 29th day of July, 1977, that the sale made and reported by Nolan H. Rogers and Lloyd J. Hammond, Trustees, in the above-entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 24th day of August 1977, provided a copy of this Order be inserted in some newspaper, published in Carroll County, one in each of three successive weeks before the 17th day of August, 1977.

The report states the amount of sale to be $32,000.00.

Charles C. Conaway
Clerk
No. 0620.

LIBER 92 PAGE 677

Office of The Carroll County Times

Westminster, Md., Aug. 17, 1977

THIS IS TO CERTIFY that the annexed Order Nisi *was published for* three (3) *successive weeks previous to the* 17 *day of* Aug. 1977, *in The Carroll County Times, a weekly newspaper published in Westminster, Carroll County, Maryland.*

THE CARROLL COUNTY TIMES

Per Diana Keefer

REISTERSTOWN FEDERAL SAVINGS	*	
AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF CARROLL COUNTY
	*	
	*	Docket No. 27, Folio 215 Case No. 14697
VS.	*	
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, His wife	*	
	*	

ORDER

ORDERED, THIS 26th day of August, 1977, by the Circuit Court for Carroll County, sitting in Equity, that the sale made and reported by Nolan H. Rogers and Lloyd J. Hammond, Trustees, in the above entitled cause, be and the same is hereby ratified and confirmed, no cause to the contrary being shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; and that the Trustees are allowed the usual commission and such proper expenses as they shall produce vouchers for the auditor of this Court.

Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
AUG 26 10 36 AM '77
CLERK

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT OF CARROLL COUNTY
VS.	*	Docket No. 27, Folio 215
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, His wife	*	Case No. 14697
	*	
	*	

PETITION TO FILE AFFIDAVIT OF COMPLIANCE NUNCPRO TUNC

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR CARROLL COUNTY:

The Petition of Lloyd J. Hammond, respectfully represents unto Your Honor:

1. That on July 12, 1977 by certified mail (a copy attached hereto) notice was sent to the last known address of Mr. and Mrs. Norman Edward Hymiller. In addition thereto a copy of said Notices were sent by regular mail to the last known address of the defendants. Said notices contained information of the date, time, place and terms of sale of the property known as Lot 7, Section 2, Key View, Carroll County,Maryland.

2. That the notice sent by regular mail was never returned to your Petitioner. That the notice sent by certified mail was acknowledged and received by authorized agent, Thomas J. Hymiller on July 26, 1977. (copy attached).

3. That the said Trustees sold the property at public auction on July 21, 1977, said Report of Sale is duly filed in these proceedings.

4. That this sale was ratified by this Honorable Court on August 26, 1977.

5. That your Petitioner inadvertinely failed to file said Affidavit of Compliance as provided by the rules prior to the final Ratification.

NOW THEREFORE, your Petitioner prays this Honorable Court to pass an Order allowing your Petitioner, Lloyd J. Hammond, to file an Affidavit of Compliance, NuncPro Tunc.

Lloyd J. Hammond

Lloyd J. Hammond, Esquire
313 A Main Street
Reisterstown, Md. 21136
833-4744

Filed Sept 8, 1977

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of September, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LLOYD J. HAMMOND, and he made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge, information and belief.

CATHERINE H. SIMMS NOTARY PUBLIC BALTIMORE COUNTY, MD.

Notary Public

My Commission Expires:
July 1, 1978

LIBER 92 PAGE 681

LAW OFFICES OF
NOLAN H. ROGERS
313-A MAIN STREET
REISTERSTOWN, MD. 21136

TELEPHONE (301) 833-4744

July 9, 1977

SOLOMON ROGERS (1888-1971)
NOLAN H. ROGERS

LLOYD J. HAMMOND
Lloyd J. Hammond

COPY

Mr. and Mrs. Norman E. Hymiller
Rt. 1, Box 267 F
Union Bridge, Maryland 21791

Re: Foreclosure
Lot No. 7, Section 2, Key View

Dear Mr. and Mrs. Hymiller:

Enclosed is a copy of the advertisement of the Trustees Sale as the result of our foreclosure proceedings which were filed in the Circuit Court of Carroll County. You will note that the sale is scheduled on Thursday, July 21, 1977 at 4:15 p.m.

The terms of the sale are a cash deposit of $5,000.00 at the time of the sale and the balance in cash to be paid upon final ratification of sale by the Circuit Court of Carroll County, interest is to be paid on unpaid purchase money from the date of sale to the date of settlement. Taxes, water rent, ground rent, are to be adjusted to date of sale. All other public charges and assessments payable on an annual basis to be adjusted and assumed by the purchasers.

Very truly yours,

Nolan H. Rogers

NHR:cs

cc: Reisterstown Federal
Savings and Loan Association

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

No. 678472

RECEIPT FOR CERTIFIED MAIL

SENT TO
Mr. and Mrs. Norman E. Hymiller
STREET AND NO.
Rt. No. 1, Box 267 F
P.O., STATE AND ZIP CODE
Union Bridge, Md. 21791

OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
With restricted delivery
2. Shows to whom, date and where delivered
With restricted delivery
RESTRICTED DELIVERY
SPECIAL DELIVERY (extra fee required)

CONSULT POSTMASTER FOR FEES

PS Form 3800 Jan. 1978 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

HEY SCHRADER CIR. CT. JUL 12 1977 (Insp)

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811, Mar. 1976

SENDER: Complete items 1, 2, and 4. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☐ Show to whom, date, & address of delivery
☐ RESTRICTED DELIVERY. Show to whom and date delivered
☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery

2. ARTICLE ADDRESSED TO:
Mr. and Mrs. Norman E. Hymiller
Rt. 1, Box 267 F
Union Bridge, Md. 21791

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 678472 | INSURED NO.
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 7-26-77 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1976-O-

LIBER 92 PAGE 682

LAW OFFICES OF
NOLAN H. ROGERS
313-A MAIN STREET
REISTERSTOWN, MD. 21136

TELEPHONE (301) 833-4744

SOLOMON ROGERS (1868-1971)
NOLAN H. ROGERS

Lloyd J. Hammond

CARROLL COUNTY TIMES

Wednesday, July 6, 1977

Legal Notice

Nolan H. Rogers, Solicitor
313 A Main Street
Reisterstown, Maryland 21136

Trustee's Sale of Valuable Fee Simple Property

By virtue of a decree of the Circuit Court of Carroll County (27-216) the undersigned Trustee, will sell at public auction, on the premises, on Thursday, July 21, 1977 at 2 o'clock P.M. Sale of 90 per cent completed never occupied, split foyer home known as Lot No. 22, as shown on a Plat entitled Section 3 London Bridge Estates, which Plat is recorded among the Land Records of Carroll County in Plat Book 10 folio 80. (Directions to home are as follows: Take Route 32 to London Bridge Road turn right to Canterbury Court then left to Friar Tuck Way, Finksburg, Maryland.)

By virtue of a decree of the Circuit Court of Carroll County (27, folio 215) the undersigned Trustee will sell at public auction, on the premises, on Thursday, July 21, 1977 at 3:15 o'clock P.M. Sale of split foyer home off Warfieldsburg Road, new home, approximately one year old and known and designated as all that lot or parcel of land situate on the Southwest side of Warfieldsburg Road in the Seventh Election District of Carroll County, Maryland containing 20,000 square feet of land more of less and being known as Lot No. 58 on a Plat of Mountain View, Section Two, which Plat is recorded among the Plat Records of Carroll County in Liber No. 6, folio 36. (Directions to home are as follows: Take Route 32 to Washington Road and then turn right at Warfieldsburg Road.

By virtue of a decree of the Circuit Court of Carroll County (27-216) the undersigned Trustee will sell at public auction, on the premises, on Thursday, July 21, 1977 at 4:15 o'clock P.M. Sale of frame rancher, 40 ft. x 26 ft., one story dwelling with basement, approximately 5 years old and being known and designated as Lot. No. 7 on a Plat of Key View, Section 2, which Plat is recorded among the Land Records of Carroll County in Plat Book 9 folio 96, said land being in the 2nd Election District of Carroll County, State of Maryland. (Directions to home are as follows: Take Union Town Road out of Westminster to Middleburg Road proceed to Star Court, Union Mills, Maryland.

Terms of Sale: A cash deposit or certified check of $5,000 at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Carroll County, Interest to be paid on unpaid purchase money from the 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 sanitary and-or metropolitan district charges 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.

Nolan H. Rogers, Trustee
Lloyd J. Hammond, Trustee

HOMER SNYDER, AUCTIONEERS
1101 S. Main Street
Hampstead, Maryland
No. 0578

LIBER 92 PAGE 683

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF CARROLL COUNTY
VS.	*	Docket No. 27, Folio 215 Case No. 14697
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, His wife	*	
	*	
	*	

PETITION TO FILE AFFIDAVIT
OF COMPLIANCE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR CARROLL COUNTY:

The Petition of Lloyd J. Hammond, respectfully represents unto Your Honor:

1. That on July 12, 1977 by certified mail (a copy attached hereto) notice was sent to the last known address of Mr. and Mrs. Norman Edward Hymiller. In addition thereto a copy of said Notices were sent by regular mail to the last known address of the defendants. Said notices contained information of the date, time, place and terms of sale of the property known as Lot 7, Section 2, Key View, Carroll County, Maryland.

2. That the notice sent by regular mail was never returned to your Petitioner. That the notice sent by certified mail was acknowledged and received by authorized agent, Thomas J. Hymiller on July 26, 1977. (copy attached.)

3. That the said Trustees sold the property at public auction on July 21, 1977, said Report of Sale is duly filed in these proceedings.

4. That this sale was ratified by this Honorable Court on August 26, 1977.

5. That your Petitioner inadvertinely failed to file said Affidavit of Compliance as provided by the rules prior to the final Ratification.

NOW THEREFORE, your Petitioner prays this Honorable Court to pass an Order allowing your Petitioner, Lloyd J. Hammond, to file an Affidavit of Compliance.

Lloyd J. Hammond

Lloyd J. Hammond, Esquire
313 A Main Street
Reisterstown, Md. 21136
833-4744

Filed Sept 8, 1977

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of September, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LLOYD J. HAMMOND, and he made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge, information and belief.

CATHERINE H. SIMON NOTARY PUBLIC BALTIMORE COUNTY, MD.

Catherine H. Simon
Notary Public

My Commission Expires:
July 1, 1978

25× 32× 25×

LIBER 92 PAGE 685

LAW OFFICES OF
NOLAN H. ROGERS
313-A MAIN STREET
REISTERSTOWN, MD. 21136

TELEPHONE (301) 833-4744

July 9th 1977

SOLOMON ROGERS (1889-1971)
NOLAN H. ROGERS

~~LLOYD J. HAMMOND~~
Lloyd J. Hammond

COPY

Mr. and Mrs. Norman E. Hymiller
Rt. 1, Box 267 F
Union Bridge, Maryland 21791

Re: Foreclosure
Lot No. 7, Section 2, Key View

Dear Mr. and Mrs. Hymiller:

Enclosed is a copy of the advertisement of the Trustees Sale as the result of our foreclosure proceedings which were filed in the Circuit Court of Carroll County. You will note that the sale is scheduled on Thursday, July 21, 1977 at 4:15 p.m.

The terms of the sale are a cash deposit of $5,000.00 at the time of the sale and the balance in cash to be paid upon final ratification of sale by the Circuit Court of Carroll County, interest is to be paid on unpaid purchase money from the date of sale to the date of settlement. Taxes, water rent, ground rent, are to be adjusted to date of sale. All other public charges and assessments payable on an annual basis to be adjusted and assumed by the purchasers.

Very truly yours,

Nolan H. Rogers

NHR:cs

cc: Reisterstown Federal
Savings and Loan Association

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

No. 678472

RECEIPT FOR CERTIFIED MAIL

SENT TO
Mr. and Mrs. Norman E. Hymiller
STREET AND NO.
Rt. No. 1, Box 267 F
P.O., STATE AND ZIP CODE
Union Bridge, Md. 21791
OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
With restricted delivery
2. Shows to whom, date and where delivered
With restricted delivery
RESTRICTED DELIVERY
SPECIAL DELIVERY (extra fee required)
CONSULT POSTMASTER FOR FEES
PS Form 3800 Jan. 1978 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

REISTERSTOWN, MD. JUL 12 1977

PS Form 3811, Mar. 1976 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered
☐ Show to whom, date, & address of delivery
☐ RESTRICTED DELIVERY. Show to whom and date delivered
☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery

2. ARTICLE ADDRESSED TO:
Mr. and Mrs. Norman E. Hymiller
Rt. 1, Box 267 F
Union Bridge, Md. 21791

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. 678472 INSURED NO.
(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mrs. Norman E. Hymiller

4. DATE OF DELIVERY 7-26-77 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK INITIALS

☆ GPO: 1976—O-

LIBER 92 PAGE 686

LAW OFFICES OF
NOLAN H. ROGERS
313-A MAIN STREET
REISTERSTOWN, MD. 21136

TELEPHONE (301) 833-4744

July 9, 1977

SOLOMON ROGERS (1889-1971)
NOLAN H. ROGERS
xxxxxxxxxxxxxxxxxx
Lloyd J. Jamieson

COPY

Mr. and Mrs. Norman E. Hymiller
Norman E. Hymiller & Sons, Inc.
Rt. 1, Box 267
Union Bridge, Md. 21791

Re: Foreclosures
Lot 22 London Bridge Estates
Lot 7 Key View
Lot 58 Mountain View,
Carroll County, Maryland

Dear Mr. and Mrs. Hymiller:

Enclosed are the ads recently published in the Carroll County Times advertising the above captioned properties for foreclosure sale respectively.

You will note that the terms and also the times of the said sales are mentioned thereon.

Very truly yours,

Nolan H. Rogers

NHR:cs

sent Regular Mail
Enclosure

REISTERSTOWN, MD
JUL 12 1977
USPO

Mr. and Mrs. Norman E. Hymiller
STREET AND NO.
Rt. 1, Box 267 F
P.O., STATE AND ZIP CODE
Union Bridge, Md. 21791
OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... With restricted delivery .....
2. Shows to whom, date and where delivered ..... With restricted delivery .....
RESTRICTED DELIVERY
SPECIAL DELIVERY (extra fee required)
CONSULT POSTMASTER FOR FEES
PS Form 3800 Jan. 1976
NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL
(See other side)
☆ GPO: 1975—O-591-452

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

The following service is requested (check one).
☐ Show to whom and date delivered..... 15¢
☐ Show to whom, date, & address of delivery.. 35¢
☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

ARTICLE ADDRESSED TO:
Mr. and Mrs. Norman E. Hymiller
Rt. 1, Box 267 F
Union Bridge, Md. 21791

ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 678470 | INSURED NO.

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☑ Authorized agent
Norman E. Hymiller
DATE OF DELIVERY 7-26-77
POSTMARK
ADDRESS (Complete only if requested)

UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS NBB
☆ GPO: 1976—O-203-456

LIBER 92 PAGE 687

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF CARROLL COUNTY
VS.	*	
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, His wife	*	Docket No. 27, Folio 215 Case No. 14697
	*	
	*	
	*	

SHOW CAUSE ORDER

ORDERED, by the Court this 8th day of September, 1977, that Norman Edward Hymiller and Hazel Mae Hymiller, his wife, the defendnats, Show Cause on or before the 29th day of Sept, 1977, why the relief prayed in the foregoing Petition should not be granted, provided a copy of the Petition and the Order be served on Norman Edward Hymiller and Hazel Mae Hymiller, his wife, defendants by Registered Mail, on or before the 19th day of Sept, 1977.

C. Owen Nunn
Judge

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
SEP 8 12 11 PM '77
C. R. Kelly
CLERK

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	CARROLL COUNTY
NORMAN E. HYMILLER et al	:	EQUITY 14697
Defendants	:	

ANSWER TO SHOW CAUSE ORDER

Comes now one of the Defendants, Hazel Mae Hymiller, by Thomas F. Stansfield, her attorney, and answers the Show Cause Order passed by this Court on September 8, 1977, by stating that she has no objection to the passage of an Order granting the relief prayed for in the petition filed for Leave of Court to File an Affidavit of Compliance.

Hazel Mae Hymiller
HAZEL MAE HYMILLER

Thomas F. Stansfield
Thomas F. Stansfield
34 North Court Street
Westminster, Maryland 21157
848-1444

Attorney for Defendant
Hazel Hymiller

I hereby certify that on this 21st day of September, 1977, I mailed a copy of the foregoing to Lloyd J. Hammond, Esquire, 313 A Main Street, Reisterstown, Maryland 21136, Attorney for Reisterstown Federal, and to G. Warren Mix, Esquire, 202 Loyola Building, Towson, Maryland 21204, known to me to be Attorney for Norman E. Hymiller.

Thomas F. Stansfield
Thomas F. Stansfield

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 22 12 03 PM '77
A. R. Kelly
CLERK

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
NORMAN E. HYMILLER, et al	*	CARROLL COUNTY
Defendants	*	Equity Case No. 14697

* *

ANSWER TO SHOW CAUSE ORDER

Now comes one of the Defendants, Norman E. Hymiller, by G. Warren Mix, his attorney, ans answers the Show Cause Order passed by this Court on September 8, 1977, by stating that he has no objection to the passage of an Order granting the relief prayed for in the petition filed for Leave of Court to File an Affidavit of Compliance.

Norman E. Hymiller
NORMAN E. HYMILLER

G. Warren Mix
G. WARREN MIX
202 Loyola Federal Building
Towson, Maryland 21204
825-1517
Attorney for Defendant
Norman E. Hymiller

I HEREBY CERTIFY that on this 28th day of September, 1977, a copy of the aforegoing was mailed to Lloyd J. Hammond, Esquire, 313A Main Street, Reisterstown, Maryland 21136, Attorney for Plaintiff, and to Thomas F. Stansfield, Esquire, 34 N. Court Street, Westminster, Maryland 21157, attorney for Defendant Hazel Hymiller.

G. Warren Mix
G. WARREN MIX

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
SEP 30 9 29 AM '77
Geo Shipley
CLERK

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF CARROLL COUNTY
vs	*	
NORMAN EDWARD HYMILLER AND HAZEL MAE HYMILLER, His wife	*	Docket No. 27, Folio 215 Case No. 14697

*

AFFIDAVIT

This is to certify that the undersign did on September 10, 1977 send by registered mail a copy of the petition and show cause order to file affidavit of compliance to the defendants named in these proceedings; that on September 12, 1977 said registered mail was accepted on behalf of the defendants Norman E. Hymiller and Norman E. Hymiller & Sons, Inc., by Warren G. Mix, attorney for said defendant; that on September 13, 1977 said registered mail was accepted on behalf of the defendant Hazel Mae Hymiller by Thomas F. Stansfield, attorney for said defendant; that attached heretofore is a copy of receipt of registered mail and the return to be filed in these proceedings.

Lloyd J. Hammond

Lloyd J. Hammond, Esquire
313 A Main Street
Reisterstown, Maryland 21136
833-4744

I do solemnly declare and affirm under the penalties of perjury that the contents of foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Lloyd J. Hammond

Lloyd J. Hammond

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CLERK

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
OCT 3 AM '77
CLERK

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REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF CARROLL COUNTY
VS.	*	
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, his wife	*	Docket No. 27, File No. 215 Case No. 14697

DECREE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT OF CARROLL COUNTY:

The above entitled cause, being ready for Decree, and being submitted, the Petitioners, and all the other proceedings were by the Court read and considered.

It is this 3rd day of Oct., 1977, by the Circuit Court of Carroll County, ADJUDGED, ORDERED and DECREED, that no cause to the contrary being shown the relief prayed in the Petition filed for Leave of Court to File an Affidavit of Compliance is hereby granted.

And it is further ADJUDGED, ORDERED and DECREED, that the sale made and reported by Nolan H. Rogers and Lloyd J. Hammond, Trustees, in the above entitled cause, be and the same is hereby ratified and confirmed, no cause to the contrary being shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; and that the Trustees are allowed the usual commission and such proper expenses as they shall produce vouchers for the auditor of this Court.

E. Phillips Jr.
Judge

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CIRCUIT COURT
CARROLL CO., MD.

OCT 3 9 28 AM '77

Lee Shipley
CLERK

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION	I	No. 14697 Equity.
vs.	I	In the Circuit Court
NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, his wife	I	for Carroll County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor respectfully reports that in pursuance of the order of this Honorable Court, dated October 3, 1977, and filed in this cause, he has stated the within account.

He has charged the Trustees ---------- with all the money in their hands as shown by the proceedings had in this cause and he has allowed the Trustees their ---------- commissions, costs and expenses and all other charges proper to be allowed and for which vouchers have been produced.

The funds available for distribution have been distributed to the Maryland National Bank in full liquidation of its First Mortgage; and the Reisterstown Federal Savings and Loan Association in partial liquidation of its mortgage claim.

The Auditor certifies that notices have been sent by postal card as provided by Rule 595 g.

All of which is respectfully submitted.

G. Edwin Robertson
Auditor

RECEIVED IN CIRCUIT COURT CARROLL CO., MD.
OCT 26 9 40 AM '77
Clerk

In the matter of the mortgaged real estate of Norman Edward Hymiller and Hazel Mae Hymiller, his wife, in account with Nolan H. Rogers and Lloyd J. Hammond, Trustees in No. 14697 Equity.

D E B I T

Amount received from sale of real estate as shown by Report of Sale filed on July 29, 1977 ------	$ 32,000.00
Amount received as interest on balance of purchase price from date of sale to date of settlement ----------	$ 573.75
TOTAL AMOUNT RECEIVED TO BE ACCOUNTED FOR ----------	$ 32,573.75

C R E D I T

1.	To Nolan H. Rogers and Lloyd J. Hammond, Trustees, for commissions ----------	$ 1,750.00
2.	To H. Francies Lebrun Co., Inc., for premium on bond ----------	$ 130.00
3.	To A. S. Abell, Company, for advertising sale ----------	$ 39.98
4.	To The Evening Sun, for advertising sale ----------	$ 54.40
5.	To Homer W. Snyder, for auctioneering sale ----------	$ 520.00
6.	To Landmark Community Newspapers of Maryland, Inc., for advertising sale ----------	$ 45.00
7.	To Landmark Community Newspapers of Maryland, Inc., for Nisi on Sale ----------	$ 17.00
8.	To Tax Collector of Carroll County, for 1977/78 Tax adj. -------	$ 22.68
9.	To Lloyd J. Hammond, for attorney's fee as provided in mortgage ----------	$ 350.00

COURT COSTS AS TAXED BY THE CLERK:

Law Library ----------	$ 10.00
Clerk ----------	$ 40.00
Clerk (Recording) ----------	$ 96.00
Law Library ----------	$ 10.00
Auditor ----------	$ 90.00
Copy of Audit (2) ----------	$ 3.00

Clerk (Recording Auditor's Report) ----------	$ 12.00		
Auditor's Notices (5) -------	$ .75		
Filing Vouchers (8) ---------	$ 2.00	$ 263.75	$ 3,192.81
BALANCE ----------			$ 29,380.94

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Maryland National Bank, its First Mortgage ----------		$ 4,612.64
BALANCE ----------		$ 24,768.30

AND DISTRIBUTION MADE THEREOF AS FOLLOWS:

To: Reisterstown Federal Savings and Loan Association, a body corporate, filed on June 23, 1977 ----------	$ 25,884.79	
Interest from June 21, 1977, to date of ratification of Audit ----------	$ 918.98	
Total ----------	$ 26,803.77	
ABOVE BALANCE ----------	$ 24,768.30	$ 24,768.30
DEFICIT ----------	$ 2,035.47	$ - 0 -

REISTERSTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION vs. NORMAN EDWARD HYMILLER and HAZEL MAE HYMILLER, his wife	I I I I I I I	No. 14697 Equity. In the Circuit Court for Carroll County.

ORDERED, this 28th day of October in the year Nineteen Hundred and Seventy-Seven, that the Account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary be shown on before the 14th day of November, 1977. ~~provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County~~

RECEIVED IN CIRCUIT COURT CARROLL CO. MD. OCT 28 9 40 AM '77

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

ORDERED, this 15TH day of NOVEMBER, in the year Nineteen Hundred and Seventy-Seven, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing account of the Auditor be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given ~~as shown by the proceeding under~~ nisi and the Trustees are ---------- hereby authorized to pay out the trust funds accordingly.

Charles C Conaway
Clerk of the Circuit Court
for Carroll County

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Nov 15 1 38 PM '77
CLERK