

Talor Mudd

No. 79897 **EQUITY** **Docket** 102 **Folio** 243

581

CIRCUIT COURT FOR BALTIMORE COUNTY

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE
COUNTY

ALVIN E. FRIEDMAN
303 E. Fayette St.
685-1763 #21202

No.

VS

GWYNN OAK AMUSEMENT PARK, INC.
ARTHUR B. PRICE, JR.
JAMES F. PRICE
DAVID W. PRICE

Recorded in Judicial Record

32 pages

Liber EHKJr. No. 772 Folio 892
923

No. 79897 *102/243*

DATE	CLERK'S MEMORANDUM	NO.
5/22/74	Petition & Exhibit filed	1
5/22/74	Decree for sale of Mortgage premises filed	2
5/22/74	Statement of Mortgage Debt filed	3
5/22/74	Military Service Affidavit filed	4
6/4/74	Approved Bond fd. (\$550,000.00)	5
6/21/74	Cert. of Publ. for Advertisement, fd.	6
7/2/74	Report of Sale, fd.	7
7/2/74	Ratified Nisi Order, fd.	8
7/2/74	Affdvt. of Notice, fd.	9
7/2/74	Purchaser's Affdvt., fd.	10
7/2/74	Auctioneer's Affdvt., fd.	11
7/12/74	Pet. for all. of claim of Baltimore County, Md., fd.	12
7/18/74	Petition for the allowance of claim of Andrew Hulsey) fd.	13
8/1/74	Certificate of publication of order Nisi fd.	14
8/2/74	Exceptions to Sale, fd.	15
8/12/74	Answer To Pet. for Allowance Of Claim	16
8/15/74	Claim of the U.S. for Internal Revenue taxes, fd.	17
9/19/74	Motion and order of Court fd.	18
9/24/75	Withdrawal of Exceptions to Ratification of Sales fd.	19
9/24/75	Waiver of decree in personam fd.	20

1st/2nd Ally Retained
Club 128 00
Bond 4 00

132 00

Paid 25 00
Open 107 00
132 00

79897

Alvin E. Friedman

ADVANCE COSTS	
Pltff's Atty retained	\$25.00
Clerk	
Sheriff	
Paid 5/22/74, Per. <i>ES</i>	
Receipt No. <i>2650</i>	

ADDITIONAL COSTS	
Clerk <i>26629-82-148-92684</i>	<i>103.00</i>
Sheriff	
bond <i>26629-82-148-92684</i>	<i>\$4.00</i>

Clerk

Deft's Atty

Record

(Continued to Folio 581)

- YORKRIDGE FEDERAL SAVINGS and LOAN ASSOCIATION OF BALTIMORE COUNTY * (1) May 22, 1974 Petition for sale of mortgaged property, with Exhibit #1. App. of Alvin E. Friedman, Friedman, Glorioso, Cohen & MacFadyen, Attys for Petitioner, fd.
- GWYNN OAK AMUSEMENT PARK, INC. ARTHUR B. PRICE, JR. JAMES F. PRICE and DAVID W. PRICE * (2) May 22, 1974 Decree appointing Alvin E. Friedman, Trustee to make said sale upon filing an approved bond in the penalty of \$550,000.00 fd.
- * * * * *
- (3) May 22, 1974 Statement of mortgage debt fd.
- (4) May 22, 1974 Military Service Affidavit fd.
- (5) Jun. 4, 1974 Approved bond (\$550,000.00) fd.
- (6) Jun 21, 1974 Certificate of Publication, fd.
- (7) Jul 2, 1974 Report of Sale, fd.
- (8) Jul 2, 1974 Ratified Nisi Order, fd.
- (9) Jul 2, 1974 Affidavit of Notice, fd.
- (10) Jul 2, 1974 Purchaser's Affidavit, fd.
- (11) Jul 2, 1974 Auctioneer's Affidavit, fd.
- (12) Jul 12, 1974 Petition for allowance of claim of Baltimore County, Maryland, fd.
- (13) Jul. 18, 1974 Petition for allowance of claim of Andrew Hulsey fd.
- (14) Aug. 1, 1974 Certificate of Publication of Order Nisi fd.
- (15) Aug. 2, 1974 Exceptions of Gwynn Oak Amusement Park, Inc., Arthur B. Price, Jr., James F. Price and David W. Price to Sale, fd.
- (16) Aug. 12, 1974 Answer of Pltff to Petition for allowance of claim, fd.
- (17) Aug. 15, 1974 Claim of the Unites States for Internal Revenue Taxes, fd.
- (18) Sept. 19, 1974 Petition and Order of Court permitting Yorkridge Federal Savings and Loan Association to intervene in these proceedings as a Co-Defdt with respect to the exceptions to the ratification of sale in this proceeding, fd.

LIBER 772 PAGE 892

EQUITY DOCKET No. 102

79897

YORKRIDGE FEDERAL SAVINGS AND * (Continued from Folio 243)
 LOAN ASSOCIATION OF BALTO. CO. *
 vs. (19) Sep. 24, 1975 Withdrawal of Defdts
 GWYNN OAK AMUSEMENT PARK, INC. * of exceptions to ratification of
 et al Sales. fd.

- * * * * *
- (20) Sep. 24, 1975 Pltff's waiver of Decree inpersonam. fd.
 - (21) Sept. 25, 1975 Report of Sale finally ratified and confirmed Order fd.
 - (22) Sept. 21, 1977 Order to dismiss Baltimore County, Maryland's claim in above entitled case, fd.

ADVANCE COSTS

Pltff's Atty

Clerk

Sheriff

.....

Paid....., Per.....

Receipt No.

ADDITIONAL COSTS

Clerk

Sheriff

.....

.....

Clerk

Deft's Atty

.....

Record

772 893

PETITION FOR FORECLOSURE

YORKRIDGE FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE COUNTY
Dumbarton Square-3725 Old Court
Road
Pikesville, Maryland 21208

VS.

GWYNN OAK AMUSEMENT PARK, INC., 6000 Gwynn Oak Ave.,
Balto., Md. 21207; ARTHUR B. PRICE, Jr.,
8310 Dogwood Court, Coral Springs, Florida 33060;
JAMES F. PRICE, 3125 Jeffland Road, Balto.,
Md. 21207; and DAVID W. PRICE, 5815
Meadowood Road, Balto., Md. 21212

IN THE
CIRCUIT COURT

OF

BALTIMORE ~~CITY~~ COUNTY

102/243/79897

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 27th day of October, A. D. 1971, the defendant executed and delivered to Yorkridge Federal Savings and Loan Association of Baltimore County a mortgage upon certain real property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 500,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is now in default.

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

And as in duty, &c.

FRIEDMAN, GLORIOSO, COHEN & MacFADYEN, P.A.

Alvin E. Friedman, Attorney for Plaintiff
8th Floor - INA Building
303 East Fayette Street
Baltimore, Maryland 21202 - 685-1763

FILED MAY 22 1974

R-8

Friedman & Glorioso
Attorneys
Eighth Floor—INA Building
Baltimore, Maryland 21202 303 East Fayette Street

YF
DR

LIBER 772 PAGE 895

This Mortgage, made this 27th day of October, 1971, by and between
GWYN OAK AMUSEMENT PARK, INC., a body corporate OF

the State of Maryland in the State of Maryland, Mortgagor, and
ARTHUR B. PRICE, JR.,
YORKRIDGE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE COUNTY, Mortgagee, and
JAMES F. PRICE and DAVID W. PRICE, GUARANTORS, of the State of Maryland

Whereas, the said Mortgagor is justly indebted unto the said Mortgagee in the sum of
FIVE HUNDRED THOUSAND DOLLARS AND 00/100ths (\$500,000.00) Dollars

for money this day loaned and advanced, which said sum the said Mortgagor covenants and agrees
to repay to the Mortgagee, at the expiration of three years from the date hereof, together
with interest thereon, accounting from the date hereof, in the meantime, on balances
remaining due, until the whole of said principal and interest shall be paid at the rate of
ten per centum (10%) per annum, payable monthly beginning on the day of ,
1971; all payments to be made in lawful money of the United States of America; and

WHEREAS, privilege is reserved to the said Mortgagor, its successors and assigns,
of having released from the legal operation and effect hereof, portions of the hereinafter
described lot of ground upon either (a) payment of \$12,500.00 per acre of any land so released
or (b) 90% of the sale price of any land released, less real estate commissions paid on
such sale; said release figure shall be whichever is the greater of (a) or (b) above.
Provided, however, that any acreage released pursuant to the provisions of this paragraph
shall not unreasonably obstruct ingress or egress from balances of the remaining land
encumbered by this Mortgage to a public highway; and

WHEREAS, the above mentioned James F. Price and David W. Price join in the execution
of this Mortgage for the purpose of binding themselves jointly and severally, as Guarantors,
for repayment of the within Mortgage debt, together with interest thereon and faithful
performance of the covenants herein contained; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the
repayment thereof, with interest, shall 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 said Mortgagor does hereby grant, assign and convey unto the said Mortgagee, its
successors and assigns, all that lot of ground described in Schedule A attached hereto
and made a part hereof, situate and lying in the First Election District of Baltimore
County, State of Maryland.

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Together with the buildings and improvements thereupon, and the rights, alleys, ways, water, privileges, appurtenances and advantages 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 land, with the improvements and appurtenances aforesaid, unto the said Mortgagee or its successors and assigns, in fee simple, forever.

Provided that if the principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants and conditions herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall therefore be deemed due and payable forthwith.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants and agrees with the said Mortgagee, as follows: (1) To repay to the Mortgagee the money this day loaned and advanced together with interest thereon from the date hereof, ~~in the manner and on the terms hereinabove stated in monthly~~ ~~installments of principal and interest with the amount of~~ ~~the first installment to be paid~~ ~~on the first day of each month until the amount of the principal and interest~~ ~~is paid in full~~ ~~and each installment shall be~~ ~~paid on or before the first day of each month until the expiration of~~ 3 years from the date hereof, at which time the entire unpaid principal mortgage indebtedness, together with interest thereon, shall become due and payable; and said payments may be applied by the Mortgagee first to the payment of interest and secondly toward the payment of the aforesaid principal sum. (2) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt 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 any 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; (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 successor or assign, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss by fire or other hazards the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money as payable may, with the consent of the Mortgagee, be applied to the repairing of the premises damaged; (4) to pay when due all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that 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; (7) should the title or the equity of redemption in the property herein described be acquired in whole or in part by voluntary or involuntary deed, or by operation of law, grant or assignment, or any other manner by any person or persons, partnership, corporation, joint venture, or any other legal entity other than the Mortgagor, his heirs, personal representatives, successors or assigns, or should the Mortgagor be declared insolvent or bankrupt, then this mortgage shall be in default and the balance then due or to become due shall, at the election of the Mortgagee, be immediately due and payable by automatic acceleration of the maturity unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee herein; (8) that the whole of said unpaid mortgage debt intended hereby to be secured shall become due and payable after default in the payment of any monthly installment or after default in the performance of any of the covenants or conditions hereof; (9) a late charge of Two Dollars (\$2.00) or one-twentieth (1/20th) of the total amount of any delinquent or late payment of interest and principal, whichever is greater, shall be paid by the Mortgagor in connection with any payment as provided for in this mortgage which shall not have been paid within fifteen (15) days from the date on which it is due, which represents extra expenses incurred in handling delinquent payments; (10) the principal indebtedness of this mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagor amounting to two months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds 33 1/3% of the original principal amount of the mortgage; provided, however, no such charge may be imposed after the expiration of three years from the date hereof; (11) this mortgage shall also secure future

R-3



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; (12) that the Mortgagor will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does (2) also authorize the said Mortgagee, its successors and assigns, or Vincent L. Glorioso, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of \$5,000.00 for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; Second, to the payment of all claims of the Mortgagee, its successors or assigns, whether the same shall have then matured or not, including interest thereon until final ratification of the auditor's account; and Third, the balance, if any, to the said Mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions, all attorneys fees and all such expenses and costs shall be paid by the Mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said Mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property.

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 and signature of the said Mortgagor.~~

WITNESS the corporate seal of the said Mortgagor, and the signature of its ~~Vice~~ President.



GWYNN OAK AMUSEMENT PARK, INC.

TEST: William W Eareckson
WILLIAM W. EARECKSON

BY:- David W. Price (SEAL)

William W Eareckson
WILLIAM W. EARECKSON

James F. Price (SEAL)
James F. Price - "Guarantor"

William W Eareckson
WILLIAM W. EARECKSON

David W. Price (SEAL)
David W. Price - "Guarantor"

William W Eareckson
WILLIAM W. EARECKSON

Arthur B. Price, Jr. (SEAL)
Arthur B. Price, Jr., "Guarantor"

12-6

STATE OF MARYLAND, City OF BALTIMORE, to wit:

On this 27th day of October, 19 71, before me, a Notary Public of said State, personally appeared DAVID W. PRICE, ~~President~~ President of

GWTIN OAK AMUSEMENT PARK, INC., is known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within Mortgage, and who acknowledged that he executed the same for the purposes therein contained. At the same time also appeared ALVIN E. FRIEDMAN Agent or Attorney of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent or Attorney of the Mortgagee and duly authorized to make this instrument.

AS WITNESS my hand and Notary Seal.



William W. Eareckson

WILLIAM W. EARECKSON

Notary Public

My Commission expires: 7-1-74.

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.

FRIEDMAN & GLORIOSO

Alvin E. Friedman

ALVIN E. FRIEDMAN

Attorney

Baltimore, Maryland

FRIEDMAN & GLORIOSO
8th Floor—INA Building
303 East Fayette Street
Baltimore, Maryland 21202

MORTGAGE

FROM

TO

Vertical lines indicating the 'FROM' and 'TO' sections of the mortgage instrument.

Return To:
FRIEDMAN & GLORIOSO
8th Floor—INA Building
303 E. Fayette Street
Baltimore, Maryland 21202

92-6

BEGINNING for the same at a point in the second line of the parcel of land thirdly described in Deed from William Schwarz et al to The Walbrook, Gwynn Oak and Powhatan Railroad Company, dated September 22, 1894 and recorded among the Land Records of Baltimore County in Liber L.M.B. No. 207, folio 267, etc., at a point distant 20 feet northerly, measured at right angles from the center between the tracks of the Baltimore Transit Company, as formerly constructed, and running thence, binding reversely on part of said second line, north 18 degrees 47 minutes 30 seconds west 33.27 feet to the end of the first line of said third parcel; thence binding reversely on said first line, north 71 degrees 12 minutes 30 seconds east 242 feet to an iron pipe set where a stone formerly stood at the beginning of said third parcel and the beginning of the land described in Deed from Nicholas M. Smith et al to The Walbrook, Gwynn Oak and Powhatan Railroad Company, dated December 11, 1894 and recorded among said Land Records in Liber L.M.B. No. 208, folio 318; thence running with and binding on the outlines of the land described in said last mentioned Deed, the three following courses and distances, to wit: north 24 degrees 57 minutes 30 seconds east 2349.77 feet to a granite stone heretofore set at the southeast side of a stone wall; south 73 degrees 03 minutes 50 seconds east 220.38 feet to a marble stone heretofore set and south 83 degrees 34 minutes 50 seconds east 627 feet to the southwest side of Gwynndale Avenue, 50 feet wide; thence binding on the southwest side of Gwynndale Avenue, south 32 degrees 30 minutes 30 seconds east 991.65 feet and south 23 degrees 45 minutes east 660.80 feet to the beginning of the parcel of land secondly described in Deed from The United Railways and Electric Company of Baltimore et al to Ephriam Macht, dated May 26, 1925 and recorded among said Land Records in Liber W.P.C. No. 613, folio 247; thence running with and binding on the first and part of the second lines of said second parcel, south 57 degrees 17 minutes 20 seconds west 150 feet and south 11 degrees 15 minutes west 269.88 feet to the northernmost side of Gwynn Oak Avenue, as constructed by the State Roads Commission of Maryland; thence binding on said side of Gwynn Oak Avenue, as so constructed, the eight following courses and distances, to wit: north 84 degrees 47 minutes west 129.38 feet; north 33 degrees 11 minutes west 120.16 feet; northwesterly, by a line curving toward the west, with a radius of 706 feet and a chord which bears north 40 degrees 20 minutes 30 seconds west 175.95 feet, the distance of 176.41 feet; north 47 degrees 30 minutes west 89.92 feet; northwesterly by a line curving toward the west, with a radius of 1358.22 feet and a chord which bears north 54 degrees 16 minutes 30 seconds west 320.48 feet, the distance of 321.21 feet; north 61 degrees 03 minutes west 175.67 feet; northwesterly, by a line curving toward the west, with a radius of 293.93 feet and a chord which bears north 83 degrees 15 minutes 30 seconds west 222.20 feet, the distance of 227.86 feet; and south 74 degrees 32 minutes west 155.38 feet to the point distant 20 feet northwesterly, measured at right angles, from the center between the tracks of the Baltimore Transit Company, as formerly constructed, and thence parallel with and 20 feet northwesterly from the center between said tracks, the eight following courses and distances, to wit: southwesterly, by a line curving toward the south, with a radius of 452.78 feet and a chord which bears south 57 degrees 20 minutes 30 seconds

west 267.66 feet, the distance of 271.71 feet; south 40 degrees 09 minutes west 156.78 feet; southwesterly, by a line curving toward the south, with a radius of 472.96 feet and a chord which bears south 32 degrees 43 minutes 15 seconds west 122.31 feet, the distance of 122.65 feet; south 25 degrees 17 minutes 30 seconds west 51.49 feet; southwesterly, by a line curving toward the west, with a radius of 433.56 feet and a chord which bears south 44 degrees 06 minutes 15 seconds west 279.62 feet, the distance of 284.71 feet; south 62 degrees 55 minutes west 632.52 feet; southwesterly, by a line curving toward the west, with a radius of 207.92 feet and a chord which bears south 82 degrees 69 minutes west 136.98 feet, the distance of 139.59 feet and north 78 degrees 37 minutes west 199.96 feet to the place of beginning. Containing 63.75 acres of land, more or less.

THE courses are referred to the Magnetic Meridian of the survey of Gwynn Oak Avenue, dated October 6, 1905 and recorded among the Land Records of Baltimore County in Plat Book No. 2, folio 180.

SAVING AND EXCEPTING therefrom, however, (1) all that portion thereof which by Deed dated September 28, 1955 and recorded among said Land Records in Liber G.L.B. No. 2812, folio 425, was granted and conveyed by Arthur B. Price and wife to County Commissioners of Baltimore County (now Baltimore County, Maryland), in fee simple. (2) All that portion thereof which by Deed dated January 30, 1967, and recorded among the Land Records of Baltimore County, in Liber OTG No. 4727, folio 506, was granted and conveyed by Gwynn Oak Amusement Park, Inc., and Maryland National Bank, Mortgagee, to Baltimore County, in fee simple. (3) All that portion thereof which is the subject of a condemnation suit entitled "State Roads Commission of Maryland acting for and on behalf of the State of Maryland v. Gwynn Oak Amusement Park, Inc., et al", in the Circuit Court for Baltimore County, Condemnation Docket 7, folio 73 and Condemnation File No. 1180.

BEING the same property which by Deed dated April 9th, 1964 and recorded among the Land Records of Baltimore County in Liber RRG No. 4285, folio 164, was granted and conveyed by Mary E. Price, widow, et al to the within named Mortgagor, in fee simple.

NOV-2-71 AON 231994C# 1980
NOV-2-71 AON 231994C# 1980

NOV-2-71 AON 231990C# 20

NOV-2-71 AON 231991C# 1650.00
NOV-2-71 AON 231991C# 1650.20

Rec'd for record NOV 2 1971 at 12:41 P
Per Orville T. Osnell, Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No. ✓ \$ 20

Stamps, U. S. \$ _____ Md. \$ 1650⁰⁰

①
First Election District Balto Co.

778
1650
THE TITLE GUARANTEE COMPANY

APP. NO. H-74890

MORTGAGE

WRITTEN BY JAM, IV:kk

BY AND BETWEEN:

APPROVED BY [Signature]

READY FOR RECORD [Signature]

GWYNN OAK AMUSEMENT PARK, INC.,

AND:-

YORKRIDGE FEDERAL SAVINGS AND

LOAN ASSOCIATION

RETURN TO:
THE TITLE GUARANTEE COMPANY
ST. PAUL & LEXINGTON STS.
BALTIMORE 2, MD.

RECEIVED & RECORDED
IN land RECORDS
CIRCUIT COURT FOR
BALTO. CO.

'71 NOV-2 P. 12:41

LIBER 5228
FOLIO 778
ORVILLE T. GOSNELL
CLERK

Cost of Record, \$ 20⁰⁰

1
PETITIONER'S EXHIBIT NO. 1

LIBER 772 MAR 9 1951

1009-6001

DECREE FOR SALE OF MORTGAGE PREMISES

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE
COUNTY

IN THE
CIRCUIT COURT

vs.

—OF—

BALTIMORE ~~CITY~~ COUNTY

GWYNN OAK AMUSEMENT PARK, INC.
ARTHUR B. PRICE, JR.,
JAMES F. PRICE and
DAVID W. PRICE

TERM, 19

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

It is, Thereupon, This 22nd day of May, in the year
nineteen hundred and seventy-four, by the Circuit Court of Baltimore ~~City~~ ^{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 for-
feiture of said mortgage; that Alvin E. Friedman,

be and he is hereby appointed Trustee to make said sale, and
that the course and manner of the proceedings shall be as follows: he
shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by

himself and a corporate surety or sureties to be approved by this Court, or by the
Clerk thereof, in the penalty of Five Hundred Fifty Thousand Dollars, conditioned
for the faithful performance of the trust reposed in him by this decree, or to be
reposed in him by any future Decree or Order in the premises: he shall
then proceed to make the said sale, having given notice by advertisement, inserted in
such daily newspaper or newspapers published in the ~~City~~ ^{County} of Baltimore, 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 \$50,000.00 at time of sale, balance in cash upon final ratification
or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as
may be convenient after any such sale or sales, the said Trustee shall return to this Court a

full and particular account of
proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fair-
ness 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 pur-
chasers, his, her or their personal representatives & 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 dis-
tributed under the direction of this Court, after deducting the cost of this suit, and such com-
mission 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 state-
ment of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Arthur E. Barrett

JUDGE

FILED MAY 22 1974

72-1

(2) E

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE
COUNTY - Dumbarton Square
3725 Old Court Road
Pikesville, Maryland 21208

IN THE

CIRCUIT COURT

vs.

GWYNN OAK AMUSEMENT PARK, INC.,
ARTHUR B. PRICE, JR.
JAMES F. PRICE and
DAVID W. PRICE

— OF —

BALTIMORE ~~CITY~~ COUNTY

STATEMENT OF MORTGAGE DEBT

Property: Gwynn Oak Amusement Park, Gwynn Oak Avenue, Woodlawn,
Baltimore County, Maryland
Account No. 201029-1

Original Loan	\$500,000.00
Repaid	<u>none</u>
Principal Balance	\$500,000.00
Interest through 5/20/74	<u>49,819.16</u>
	\$549,819.16
Balance in Trustee Account	<u>4,106.17</u>
	\$545,712.99
Late Charges - 5 months at \$208.33	<u>1,041.65</u>
	\$546,754.64
Release Fee	<u>none</u>
Balance due Association to release mortgage	\$546,754.64

Real Property Taxes: Paid through 6/30/74
Ground Rent: In Fee
Daily Interest Rate: \$138.88 per day after 5/20/74

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this21st..... day ofMay..... in the
year nineteen hundred and ~~seventy-four~~, before me, aNotary Public..... of the
State of Maryland, in and for said City of Baltimore, personally appeared

.....John J. Davis, Executive Vice President of Yorkridge Federal
.....Savings and Loan Association of Baltimore County.....

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,

FILED MAY 22 1974

Shirley J. Sampson
Notary Public.

Shirley J. Sampson

R-2

32

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

YORKRIDGE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE COUNTY
Dumbarton Square
3725 Old Court Road
Pikesville, vs. Md. 21208
GWYNN OAK AMUSEMENT PARK, INC.
ARTHUR B. PRICE, JR.,
JAMES F. PRICE and
DAVID W. PRICE

IN THE
CIRCUIT COURT

OF
BALTIMORE ~~CITY~~ COUNTY

Docket Folio

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appearedJohn J. Davis, Executive Vice.....
President of Yorkridge Federal Savings and Loan Association of
Baltimore County
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.

John J. Davis
.....
Affiant. John J. Davis

Subscribed and sworn to before me
this21st..... day ofMay..... 19..74..

Shirley J. Sampson
.....
Notary Public
Shirley J. Sampson



FILED MAY 22 1974

CERTIFICATE OF PUBLICATION

**TRUSTEE'S SALE
PRIME WELL LOCATED FEE SIMPLE
DEVELOPMENT LAND
COMPRISING 63 ACRES, MORE OR LESS,
FRONTING ON GWYNN OAK AVE. & GWYNN-
DALE AVENUE—ALL UTILITIES AVAILABLE**

TOWSON, MD., June 20, 1974

**KNOWN AS
GWYNN OAK AMUSEMENT PARK, INC.**

Sale On Premises
6000 Gwynn Oak Avenue

**TUESDAY, JUNE 25, 1974
AT 1:00 O'CLOCK P.M.**

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., once in each of three times successive weeks before the 25th day of June, 1974, the first publication appearing on the 6th day of June 1974.

THE JEFFERSONIAN,

L. Lisak Strubbe
Manager.

Cost of Advertisement, \$ _____

Under and by virtue of a decree of the Circuit Court for Baltimore County, in Equity, passed on the 22nd day of May, 1974, in the case entitled Yorkridge Federal Savings and Loan Association of Baltimore County vs. Gwynn Oak Amusement Park, Inc., Arthur B. Price, Jr., James F. Price and David Price (Case No. 79897, Docket 102, Folio 243,) decree for sale of mortgage premises, mortgage in default, the undersigned Trustee will sell at Public Auction at the time and place as stated above.

All that piece and parcel of ground situate and lying in Baltimore County and described as follows:

BEGINNING for the same at a point in the second line of the parcel of land thirdly described in Deed from William Schwarz et al to The Walbrook, Gwynn Oak and Powhatan Railroad Company, dated September 22, 1894 and recorded among the Land Records of Baltimore County in Liber L.M.B. No. 207, folio 267, etc., at a point distant 20 feet northerly, measured at right angles from the center between the tracks of the Baltimore Transit Company, as formerly constructed, and running thence, binding reversely on part of said second line, north 18 degrees 47 minutes 30 seconds west 33.27 feet to the end of the first line of said third parcel; thence binding reversely on said first line, north 71 degrees 12 minutes 30 seconds east 242 feet to an iron pipe set where a stone formerly stood at the beginning of said third parcel and the beginning of the land described in Deed from Nicholas M. Smith et al to The Walbrook, Gwynn Oak and Powhatan Railroad Company, dated December 11, 1894 and recorded among said Land Records in Liber L.M.B. No. 208, folio 318; thence running with and binding on the outlines of the land described in said last mentioned Deed, the three following courses and distances, to wit: north 24 degrees 57 minutes 30 seconds east 2349.77 feet to a granite stone heretofore set at the southeast side of a stone wall; south 73 degrees 03 minutes 50 seconds east 220.38 feet to a marble stone heretofore set and south 83 degrees 24 minutes 50 seconds east 627 feet to the southwest side of Gwynndale Avenue, 50 feet wide; thence binding on the southwest side of Gwynndale Avenue, south 32 degrees 30 minutes 30 seconds east 991.65 feet and south 23 degrees 45 minutes east 660.80 feet to the beginning of the parcel of land secondly described in Deed from The United Railways and Electric Company of Baltimore et al to Ephriam Macht, dated May 26, 1925 and recorded among said Land Records in Liber W.P.C. No. 613, folio 247; thence running with and binding on the first and part of the second lines of said second parcel, south 57 degrees 17 minutes 20 seconds west 150 feet and south 11 degrees 15 minutes west 269.88 feet to the northernmost side of Gwynn Oak Avenue, as constructed by the State Roads Commission of Maryland; thence binding on said side of Gwynn Oak Avenue, as so constructed, the eight following courses and distances, to wit: north 84 degrees 47 minutes west 129.38 feet; north 33 degrees 11 minutes west 120.16 feet; northwesterly, by a line curving toward the west, with a radius of 706 feet and a chord which bears north 40 degrees 20 minutes 30 seconds west 175.95 feet, the distance of 176.41 feet; north 47 degrees 30 minutes west 89.92 feet, northwesterly by a line curving toward the west, with a radius of 1358.22 feet and a chord which bears north 54 degrees 16 minutes 30 seconds west 320.48 feet, the distance of 321.21 feet; north 61 degrees 03 minutes west 175.67 feet; northwesterly, by a line curving toward the west, with a radius of 293.93 feet and a chord which bears north 83 degrees 15 minutes 30 seconds west 222.20 feet, the distance of 227.86 feet; and south 74 degrees 32 minutes west 155.38 feet to the point distant 20 feet northwesterly, measured at right angles, from the center between the tracks of the Baltimore Transit Company, as formerly constructed, and thence parallel with and 20 feet northwesterly from the center between said tracks, the eight following courses and distances, to wit: southwesterly, by a line curving toward the south, with a radius of 452.78 feet and a chord which bears south 57 degrees 20 minutes 30 seconds west 267.66 feet, the distance of 271.71 feet; south 40 degrees 09 minutes west 156.78 feet; southwesterly, by a line curving toward the south, with a radius of 472.96 feet and a chord which bears south 32 degrees 43 minutes 15 seconds west 122.31 feet, the distance of 122.65 feet; south 25 degrees 17 minutes 30 seconds west 51.49 feet; southwesterly, by a line curving toward the west, with a radius of 433.56 feet and a chord which bears south 44 degrees 06 minutes 15 seconds west 279.62 feet, the distance of 284.71 feet; south 62 degrees 55 minutes west 632.52 feet; southwesterly, by a line curving toward the west, with a radius of 207.92 feet and a chord which bears south 82 degrees 09 minutes west 136.98 feet, the distance of 139.59 feet and north 78 degrees 37 minutes west 199.96 feet to the place of beginning. Containing 63.75 acres of land, more or less.

THE courses are referred to the Magnetic Meridian of the survey of Gwynn Oak Avenue, dated October 6, 1905 and recorded among the Land Records of Baltimore County in Plat Book No. 2, folio 180.

SAVING AND EXCEPTING therefrom, however, (1) all that portion thereof which by Deed dated September 28, 1955 and recorded among said Land Records in Liber G.L.B. No. 2812, folio 425, was granted and conveyed by Arthur B. Price and wife to County Commissioners of Baltimore County (now Baltimore County, Maryland), in fee simple. (2) All that portion thereof which by Deed dated January 30, 1967, and recorded among the Land Records of Baltimore County, in Liber OTG No. 4727, folio 506, was granted and conveyed by Gwynn Oak Amusement Park, Inc., and Maryland National Bank, Mortgagee, to Baltimore County, in fee simple. (3) All that portion thereof which is the subject of a condemnation suit entitled "State Roads Commission of Maryland acting for and on behalf of the State of Maryland v. Gwynn Oak Amusement Park, Inc., et al", in the Circuit Court for Baltimore County, Condemnation Docket 7, folio 73 and Condemnation File No. 1180.

BENING the same property which by Deed dated April 9th, 1964 and recorded among the Land Records of Baltimore County in Liber RRG No. 4285, folio 164, was granted and conveyed by Mary E. Price, widow, et al to the within named Mortgagor, in fee simple.

THE PROPERTY IS IMPROVED by a one story FORMSTONE ADMINISTRATION BUILDING, Frame dance pavilion and a series of frame and block storage, workshop, and restaurant structures.

ZONING — The property is zoned DR16, BR-CCC, BL, and DR 5.5. Copies of plat and zoning letters available at the office of the Auctioneer.

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

TERMS OF SALE—A cash deposit or certified check of \$50,000.00 will be required of purchaser at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Baltimore County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rents, and all other liens or charges, public or otherwise including special paving taxes and front foot benefit charges, if any, will be adjusted to day of sale. 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, County and State transfer taxes to be paid by purchaser.

NOTE: The Amusement games, rides, restaurant equipment and office furniture will be sold at the same time. The Trustee assumes no responsibility for the removal of the chattels from the premises.

ALVIN E. FRIEDMAN, Trustee

A. J. BILLIG & COMPANY, Auctioneers
PL 2-8440
16 E. Fayette St., Balto., Md. 21202
June 6-13-20.

From THE JEFFERSONIAN

CERTIFICATE OF PUBLICATION
OF

Filed _____, 19____

ank Road,
y Order of
liary Con-
rstown.
Dixon and



name.
y Inn.
Road.
ns.

STEAKS


宮外賣店  **CARRY-OUT**
chinese · american food
 Special Luncheon Platters \$1.30 up
 • \$1.30 up •

TWO LOCATIONS FOR YOUR CONVENIENCE
 Perry Hall Shopping Ctr. Yorkridge Shopping Ctr.
 4367 Ebenezer Road 46 West Ridgely Road
 Baltimore, Md. 21236 Lutherville, Md. 21093
 PHONE: 256-1770 PHONE: 252-0960
 Open Daily 11:30 a.m. to 9:30 p.m. Sun. 3:30 to 9:30
 Fri. & Sat. Till 11 — Closed Monday

FREE PARKING
 REASONABLE PRICES



York Rd. at
 Padonia Village
 Padonia Village
 Shopping Center
252-8181



Generous Drinks
 Great Food
 Sophisticated Atmosphere
alexander's
 2010 YORK ROAD TIMONIUM
 Reservations 252-6677

RESTAURANT
 COCKTAIL LOUNGE

*Beautiful Surroundings and Reasonable Prices
 Make This The Place To Go!*

WE HAVE ROOM FOR COCKTAIL PARTIES,
 LUNCHEONS, CLUB MEETINGS — CALL FOR DETAILS
 Plenty of Free Parking

STEAMED CRABS
 OUR SPECIALTY 35 YEARS
GABLERS SHORE
RESTAURANT
BUSH RIVER
 Opening April 24th, 1974

CALL We will take your order
 Code 301 give directions . . . Cook
272-0626 them fresh.

11 A.M.—11 P.M. TUES., WED., THURS., FRI., SAT.
 11 A.M.—8 P.M. SUNDAY — CLOSED MONDAY
 Closing Sept. 16, 1974

Yorktowne Room
 and **Towson DINER**



REPORT OF SALE

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE
COUNTY

IN THE

CIRCUIT COURT

vs.

GWYNN OAK AMUSEMENT PARK, INC.
ARTHUR B. PRICE, JR.
JAMES F. PRICE and
DAVID W. PRICE

—OF—

BALTIMORE ~~CITY~~ COUNTY

Case No. 79897
Docket No. 102 Folio 243

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

The Report of Sale of Alvin E. Friedman,

Trustee appointed by the decree in the above entitled cause, to make sale of
property 6000 Gwynn Oak Avenue, containing 63 acres and known as
Gwynn Oak Amusement Park, Inc. and the amusement park equipment, etc.
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 ad-
vertisements inserted in

The Jeffersonian

a daily newspaper published in Baltimore ~~City~~ ^{County} for more than
three successive weeks preceding the day of sale, said Trustee, Alvin E. Friedman,
did pursuant to said notice on Tuesday the 25th day of June 1974,
at 1:00 o'clock P.M. attend on the premises and then and there sold property
6000 Gwynn Oak Avenue, containing 63 acres and known as Gwynn Oak
Amusement Park, Inc. and the amusement park equipment, etc. to
Yorkridge Federal Savings and Loan Association of Baltimore County
at and for the total price of \$415,000.00.

Alvin E. Friedman, Trustee
8th Floor - INA Building
303 East Fayette Street
Baltimore, Maryland 21202
685-1763

State of Maryland, City of Baltimore, Sct:

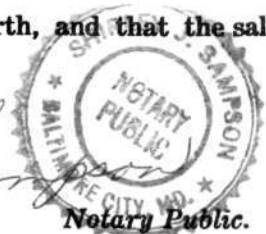
I HEREBY CERTIFY, That on this 1st day of July, 1974,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City
of Baltimore aforesaid, personally appeared Alvin E. Friedman,

Trustee, and made Oath that the
facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale
thereby reported was fairly made.

As witness my hand and Notarial Seal,

FILED JUL 2 1974

Shirley J. Sampson,
Notary Public.



12-10

LIBER 772 PAGE 907

Yorkridge Federal Savings

and Loan Assn. of Baltimore
County VS.

Gwyn Oak Amusement Park Inc.

Arthur B. Price Jr.
James F. Price and
David W. Price

IN THE

Circuit Court for Baltimore County

IN EQUITY
102/243

#79897

ORDERED, By the Circuit Court for Baltimore County, this 2nd day of

July 1974, that the sale made and reported by

Alvin E. Friedman, Trustee

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 5th day of August, 1974

Provided a copy of this order be inserted in some newspaper printed and published in Baltimore
County, once in each of three successive weeks before the said 5th day of August 1974

The report states the amount of sale to be \$ 415,000.00

Ethel D. Kalline Clerk.

_____ Clerk.

True Copy—Test:

FILED JUL 2, 1974

[Signature]

12-11

YORKRIDGE FEDERAL SAVINGS AND LOAN *
ASSOCIATION OF BALTIMORE COUNTY

IN THE
CIRCUIT COURT

Plaintiff

FOR

vs.

BALTIMORE COUNTY

GWYNN OAK AMUSEMENT PARK, INC., *
ARTHUR B. PRICE, JR., *
JAMES F. PRICE and *
DAVID W. PRICE *

Case No. 79897
Docket No. 102
Folio 243

Defendants

* * * * *

AFFIDAVIT OF NOTICE

I, the undersigned, Alvin E. Friedman, Trustee in the above entitled case, do hereby certify that foreclosure proceedings were filed in the Circuit Court for Baltimore County on May 21, 1974; and thereafter, pursuant to Maryland Rule W 74 Section 2 b, effective November 1, 1969, notice of the time, place and terms of sale was sent by Certified Mail - Return Receipt Requested, to said Defendants, Gwynn Oak Amusement Park, Inc., Arthur B. Price, Jr., James F. Price and David W. Price.



Alvin E. Friedman, Trustee
8th Floor - INA Building
303 East Fayette Street
Baltimore, Maryland 21202
685-1763

Signed and sworn to before me this 1st day of July, 1974.


Shirley J. Sampson, Notary Public



FILED JUL 2, 1974

De

2-12

STATE OF MARYLAND Baltimore ~~XXXXX~~ City, Sect.:

I HEREBY CERTIFY, That on this 25th day of June

19 74, before me, the subscriber, a Notary Public of the State of

Maryland, in and for Baltimore ~~XXXXX~~ County State - - - City AFORSAID,

personally appeared Melvin Berger, President of Yorkridge Federal Savings and Loan Association of Baltimore County,

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 dis-

couraged anyone from bidding for the said fee simple parcel of land, known as Gwynn Oak ~~XXXXX~~ Amusement Park, Inc., described in the Jeffersonian advertisement of mentioned in the said Report of Sale. (June 20, 1974.

Melvin Berger
Purchaser Melvin Berger, President

Shirley J. Sampson
Shirley J. Sampson, Notary Public



FILED JUL 2, 1974

1044

12-13

A. J. BILLIG & COMPANY General Auctioneers

*Stocks, Bonds,
Real Estate
Household Effects,
Automobiles,
Appraisers, Etc.*

16 EAST FAYETTE STREET

BALTIMORE, MD. 21202,

June 26 19 *74*

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

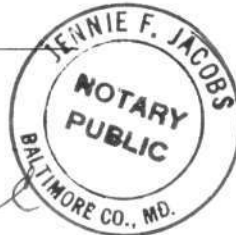
A. J. BILLIG & CO.

BY _____



Jennie F. Jacobs

Notary Public



FILED JUL 2, 1974



R. 14

BALTIMORE, MD. 21202, June 26- 19 74

Alvin E Friedman, Trustee

303 East Fayette St-Balto, Md 21202

TO A. J. BILLIG & COMPANY, DR.

Stocks, Bonds,
Real Estate
Household Effects,
Automobiles,
Appraisers, Etc.

General Auctioneers

OFFICE: 16 EAST FAYETTE STREET

	Sale Price- Property 6000 Gwynn Oak Avenue, containing 63 Acres and known as GWYNN OAK AMUSEMENT PARK, INC. BALTIMORE COUNTY, MARYLAND.			\$325,000	00
	PURCHASER* YORKRIDGE FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE COUNTY.				
	COMMISSION		\$3525	00	
	SUN ADVERTISING		512	28	
	JEFFERSONIAN ADVERTISING		270	00	
	GALLEYS, POSTAGE, ETC		14	45	
	WASHINGTON POST AD		198	83	
	NOTARY FEE- AFFIDAVIT			50	
	<u>TOTAL DUE</u>		\$ 4521	06	

BALTIMORE, MD. 21202, June 26- 19 74

Yorkridge Federal Savings & Loan Association, Creditor
 Baltimore County, Maryland

TO A. J. BILLIG & COMPANY, DR.

Stocks, Bonds,
 Real Estate
 Household Effects,
 Automobiles,
 Appraisers, Etc.

General Auctioneers

OFFICE: 16 EAST FAYETTE STREET

	Sale Price- Amusement Park Equipment, Etc			\$90,000	00
	Purchaser- Yorkridge Federal Savings & Loan Association of Baltimore County, Maryland.				
	Re- GWYNN OAK AMUSEMENT PARK, INC. 6000 GWYNN OAK AVE- BALTIMORE COUNTY, MARYLAND.				
	Commission	\$5,000	00		
	Sun Advertising	484	94		
	Jeffersonian Ad	112	50		
	Amusement Business Ad	428	00		
	Galleys, Postage, Etc-	14	45		
	<u>TOTAL DUE</u>	\$ 6039	89		

LAW OFFICES

Friedman, Glorioso, Cohen & MacFadyen, P. A.

EIGHTH FLOOR - INA BUILDING
303 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
TELEPHONE (301) 685-1763

ALVIN E. FRIEDMAN
VINCENT L. GLORIOSO
J. ALLAN COHEN
KENNETH J. MacFADYEN

SAMUEL S. LEVIN
of Counsel

July 1, 1974

SALISBURY OFFICE
118 E. MAIN STREET
SALISBURY, MARYLAND 21801
TELEPHONE (301) 546-1255

Cable Address: FANG

PLEASE REPLY TO: Baltimore

Clerk, Circuit Court for Baltimore County
Court House
Towson, Maryland 21204

Re: Case No. 79897
Docket No. 102 Folio 243
Yorkridge Federal Savings and Loan
vs. Gwynn Oak Amusement Park, Inc.
Foreclosure - 6000 Gwynn Oak Avenue

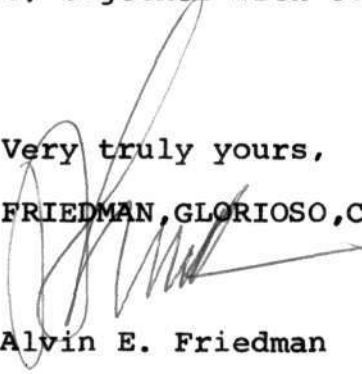
Mr. Clerk:

Enclosed herewith for filing please find the following papers
with reference to the above captioned matter:

1. Report of Sale of Trustee.
2. Purchaser's Affidavit.
3. Auctioneer's Affidavit, together with copy of Auctioneer's Bill.
4. Affidavit of Notice.

Very truly yours,

FRIEDMAN, GLORIOSO, COHEN & MacFADYEN, P.A.


Alvin E. Friedman

AEF:ss

Enclosures

YORKRIDGE FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE COUNTY

Plaintiff

v.

GWYNN OAK AMUSEMENT PARK, INC.,
ARTHUR B. PRICE, JR.,
JAMES F. PRICE, and
DAVID W. PRICE

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE COUNTY
* IN EQUITY
*
* 79897/102/243

* * * * *

PETITION FOR ALLOWANCE OF CLAIM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Baltimore County, Maryland, a body corporate and politic,
by R. Bruce Alderman and B. Marvin Potler, its attorneys, respect-
fully represents unto Your Honor as follows:

1. That on the 22nd day of May, 1974, a Petition for
Sale of Mortgaged Property was filed in this Honorable Court by
Yorkridge Federal Savings and Loan Association of Baltimore County.

2. That on the 25th day of June, 1974, the real estate
which is the subject of this foreclosure proceedings was sold at
public auction and was purchased by Yorkridge Federal Savings and
Loan Association of Baltimore County.

3. That the mortgagor was indebted to Your Petitioner
as follows:

(a) Judgment rendered in the Circuit Court for
Baltimore County, Case #87202, Docket 99, Folio 416, in the
amount of \$13,303.98. (Copy attached)

(b) Judgment rendered in the District Court for
Baltimore County, Case #2210-73, in the amount of \$455.50. (Copy
attached)

(c) Personal property taxes for fiscal year 1972/73,
in the amount of \$3,242.60. (Copy attached)


FILED JUL 12 1974 *12d*

(d) Real property taxes for fiscal year 1974/75 in the amount of \$6,580.02. (Copy attached)

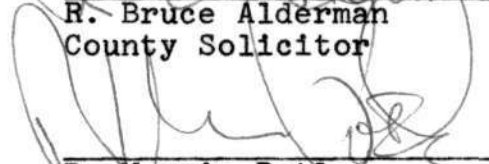
4. That in accordance with Article 81, Section 202 of the Annotated Code of Maryland, the proceeds of any judicial sale are subject to payment of taxes.

WHEREFORE, Your Petitioner prays that this Honorable Court allow Baltimore County's claim in the total amount of \$23,582.10, as a claim in the above-entitled foreclosure proceedings and to refer same to the Court's Auditor for his recognition and allowance in accordance with Your Petitioner's legal priority.

AND AS IN DUTY BOUND, etc.

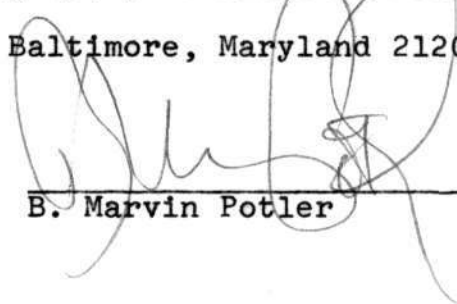


R. Bruce Alderman
County Solicitor



B. Marvin Potler
Assistant County Solicitor
116 Courthouse
Towson, Maryland 21204
494-2417

I HEREBY CERTIFY that a copy of the foregoing Petition was mailed on the 12th day of July, 1974, to Alvin E. Friedman, Esquire, 303 East Fayette Street, Baltimore, Maryland 21202, Trustee.



B. Marvin Potler

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this ^{17th} day of July, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid personally appeared William F. Laudeman, Acting Director of Finance for Baltimore County, Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of his knowledge, information and belief.



Gretchen E. Tyler
Notary Public

Filed Oct 21, 1973

File No. #87202

Docket #99 Folio #416

BALTIMORE COUNTY, MARYLAND,

a body corporate & politic

Plaintiff

Vs.

GWYNN OAK AMUSEMENT PARK, INC.

Defendant

IN THE
CIRCUIT COURT
FOR
BALTIMORE COUNTY

AFFIDAVIT OF NON-MILITARY SERVICE

State of Maryland, County of Baltimore, Sect.:

I HEREBY CERTIFY, That on this _____ day of _____, 19____, personally appeared before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County _____

B. MARVIN POTLER, attorney for

plaintiff in the above named cause, and made oath in due form of law that the defendant

GWYNN OAK AMUSEMENT PARK, INC.

(State facts showing that the defendant is not in military service)

and is not in the military service of the United States.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal, this _____ day of _____, 19____.

(Seal)

Notary Public.

ORDER AND ASSESSMENT OF DAMAGES

The plaintiff's motion for a summary judgment is hereby granted, and upon legal and satisfactory proof of the correctness and amount of the claim for which the above was brought, being produced to the Court;

IT IS ORDERED, this 25th day of October, 1973, that Summary Judgment in this case be extended for Thirteen Thousand Three Hundred Three Dollars and Ninety-Eight cents (\$13,303.98) damages assessed by the Court and

costs of suit.

Lester L. Barnett

Judge

True Copy Test

ELMER H. KAHLINE, JR., Clerk

T. G. Cushing
Deputy Clerk

CASE No. 2216-73

DISTRICT COURT OF MARYLAND

PARTIES MAR 23 1973

JUDGMENT MAR 28 1973

Plaintiffs

BALTIMORE COUNTY, MARYLAND
A/B/C & POLITIC

SUMMARY
DEFAULT
CONSENT
CONFESSION

TRIAL

Plaintiff appeared
Parties appeared
except

DATE

in favor of

Plaintiff

Defendant:

VS.

Return

- (1) GWYNN OAK AMUSEMENT PARK, INC.
6000 GWYNN OAK AVE.
BALTIMORE, MD. 21207
- (2) ARTHUR B. PRICE, JR.,
RESIDENT AGENT
POWELL RUN ROAD
RANDALLSTOWN, MD. 21133
- (3) _____
- (4) _____
- (5) _____

\$ 455.50 DAMAGES and COSTS \$ _____
against _____

Defendant

Date

11/30/73

Judge

Fred E. Waldrop

JUDGE FRED E. WALDRUP

in favor of

BOOK No. _____

APPEALED

Paid & Sati

DATE

3-30-73

5/2/73

5/1/73

10/1/73

For Plaintiff:

B. MARVIN POTLER 494-2417 Name

COURT HOUSE 21204 Address

For Defendant:

Name

Name

Name

Date

NOV 30 1973

Judge

Judgment Made

DISMISSED

8/27

Office of Finance
Room 169 Courthouse
Towson, Md. 21204

DELINQUENT TAX NOTICE

DATE
2-1-74

LEVY	GROSS-BILL	INTEREST TO DATE	AMOUNT DUE
10-27-72 1972-73	2,860.20	202.99 382.40	3,063.19 3,242.60

PROPERTY NUMBER - OWNERS NAME & ADDRESS
Corporation

Gwynn Oak Amusement Park, Inc.
6000 Gwynn Oak Ave.
Baltimore, Maryland 21207

TOTAL AMOUNT DUE

The tax rolls in this office indicate that the taxes shown on this statement are unpaid. Please remit amount due before the last day of month to avoid additional interest. If you fail to pay the amount due within 30 days we will institute legal action to obtain a judgment. For further information please phone 494-2411. Please disregard this notice if recent payment has been made.

494-2411

**PRIOR YEARS TAXES
NOT PAID**

OFFICE OF FINANCE
ROOM 169 COURT HOUSE
TOWSON, MD 21204

BALTIMORE COUNTY, MARYLAND
STATE AND COUNTY REAL PROPERTY TAXES

TAXPAYER'S COPY
DETACH AND RETAIN

LEVY PERIOD

ASSESSMENT INFORMATION

BILL DATE

JULY 1, 1974-JUNE 30, 1975

112,745

07/01/74

07/01/74

	ASSESSMENT	RATE PER \$100	CHARGES
METROPOLITAN CHARGES			
SEWER BENEFIT			
SEWER SERVICE	507.35		
WATER BENEFIT			
WATER DISTRIBUTION	93.00		
TOTAL METROPOLITAN	600.35		
COUNTY TAX	174,345	3.21	5,612.52
STATE TAX	174,845	.21	367.17
METROPOLITAN DISTRICT CHARGES			800.33

PROPERTY NUMBER, OWNERS NAME, ADDRESS

01-07-900030

GWYNN OAK AMUSEMENT PARK INC
6000 GWYNN OAK AV
BALTIMORE MD 21207

FISCAL 1975 GROSS BILL

6,580.02

BOOK FOLIO

COUNTY

DISCOUNT

INTEREST

TOTAL AFTER
DISCOUNT
OR INTEREST

LOT BLOCK SEC PLAT

TAX BILLS MAY BE PAID AT ALL COUNTY BANKS

62.995 AC
GWYNN OAK PARK
GWYNN OAK AV

OFFICE OF FINANCE
ROOM 169 COURT HOUSE
TOWSON, MD 21204

BALTIMORE COUNTY, MARYLAND
STATE AND COUNTY REAL PROPERTY TAXES

COLLECTOR'S COPY
RETURN WITH PAYMENT

1974 - 1975 PAYMENT SCHEDULE

IF PAID BY DISCOUNT OR INTEREST PAY THIS AMOUNT

JULY 1, 1974 THROUGH JUNE 30, 1975 LEVY

IF PAID BY	DISCOUNT OR INTEREST	PAY THIS AMOUNT
10/31	43.87	6,623.89
11/30	87.73	4,667.75
12/31	131.60	6,711.62
4/30	207.07	6,887.09
5/31	350.93	6,930.99
6/30	394.80	6,974.82

PROPERTY NUMBER YEAR NAME CK. BILL DATE

01-07-900030 75 GWY 07/01/74

GWYNN OAK AMUSEMENT PARK INC
6000 GWYNN OAK AV
BALTIMORE MD 21207

1975

6737*
658002

MAKE CHECKS PAYABLE TO:
BALTIMORE COUNTY, MARYLAND

MAIL TO OFFICE OF FINANCE
ROOM 169 COURT HOUSE
TOWSON, MARYLAND 21204

OFFICE USE

DISCOUNT

INTEREST

1-1
BILL CODES

THIS BLOCK FOR PAYMENT VALIDATION

SEE BACK OF BILL FOR ADDRESS CHANGE FORM AND OTHER IMPORTANT INFORMATION

YORKRIDGE FEDERAL SAVINGS	*	IN THE
AND LOAN ASSOCIATION	*	CIRCUIT COURT
OF BALTIMORE COUNTY	*	
Plaintiff	*	FOR
v.	*	BALTIMORE COUNTY
GWYNN OAK AMUSEMENT PARK, INC.	*	In Equity
et. al.	*	102/243/79897
Defendants	*	

* * * * *

PETITION FOR THE ALLOWANCE OF CLAIM

The Petition of Andrew Hulseby by his attorneys William M. Hesson, Jr., and Nolan, Plumhoff & Williams respectfully represents:

1. That the Petitioner has been for the last thirty (30) years the grounds superintendent for the Defendant, Gwynn Oak Amusement Park, Inc. and in serving in such capacity was a bona fide employee thereof.

2. That since March 17, 1974, the Petitioner has received several checks for wages from said Defendant and the Petitioner has presented said checks for payment and the same have been dishonored notwithstanding the fact that the Petitioner continued to be a bona fide employee of the said Defendant and therefore continued to perform his duties for the said Defendant.

3. That copies of the checks referred to above are attached hereto and it is prayed that they may be made a part hereof and they total One Thousand Three Hundred Seventy-five Dollars (\$1,375.00).

4. That the Petitioner has not received his wages at all for the weeks ending June 2, June 9, and June 16, 1974, during which period he continued to be employed by the said Defendant at the rate of One Hundred Twenty-five Dollars (\$125.00) per week so that the Petitioner is owed an additional Three Hundred Seventy-five Dollars (\$375.00).

LAW OFFICES
NOLAN, PLUMHOFF
& WILLIAMS
TOWSON, MD.

FILED JUL 18 1974 *13*

5. That the Petitioner's total claim for wages due but not paid is One Thousand Seven Hundred Fifty Dollars (\$1,750.00)

6. That the property of the Defendant known as 6000 Gwynn Oak Avenue (also known as Gwynn Oak Amusement Park) has been sold at public sale.

WHEREFORE, the Petitioner prays that an Order be passed by this Honorable Court authorizing his claim of \$1,750.00, subject to its legal priority and subject to the usual exceptions.

Andrew H. Halsey
Andrew Halsey, Petitioner

William M. Hesson, Jr.
William M. Hesson, Jr.

&
Nolan Plumhoff & Williams
Nolan, Plumhoff & Williams
204 West Pennsylvania Ave.
Towson, Maryland 21204
823-7800


STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of July 1974, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared ANDREW HALSEY and made oath in due form of law that the matters and facts set forth in the within Petition for the Allowance of Claim are true and correct according to the best of his knowledge, information and belief.

AS WITNESS my Hand and Notarial Seal.

Emily L. Brown
Notary Public

I HEREBY CERTIFY, that on this 17th day of July, 1974, a copy of the foregoing PETITION FOR THE ALLOWANCE OF CLAIM was mailed to ALVIN E. FRIEDMAN, ESQUIRE, 303 East Fayette Street, Baltimore, Maryland 21202.


William M. Hesson, Jr.

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

DATE 3-17

NUMBER 1821
NINETY NINE & 63/100

PAY TO THE ORDER OF

Andrew Huley

NO 1821

7-11
520

PAYROLL ACCOUNT
FIRST NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

DOLLARS

⑆0520⑈001⑆

59 9165 8M

\$ 99.63

NO AFTER
MITS



TOTAL HOURS	YOU EARNED AND WE PAID →		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU					NET AMOUNT	PERIOD ENDING	
	REGULAR	OVERTIME		F.I.C.A.	FEDERAL W/V/TAX	STATE W/V/TAX	LOCALE TAX	INSUR-ANCE			MISC.
	125 00		125 00	7 31	13 52	4 58					99 63 3/4

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

PR 5 - 1974
 GWYNN OAK AMUSEMENT PARK, INC.
 BALTIMORE, MARYLAND 21207

NUMBER 1841 | No 1841

PAY TO THE ORDER OF

ANDREW HULLS

ALL CHECK
 PAYROLL ACCOUNT
 NATIONAL BANK OF MARYLAND
 BALTIMORE, MD.
 \$ 98.63
 63/100 DOLLARS

⑆0520⑉0011⑆

59 9465 8



7-11
530

TOTAL HOURS	YOU EARNED AND WE PAID →		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU						NET AMOUNT	PERIOD ENDING	NUM
	REGULAR	OVERTIME		F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCAL TAX	INSUR-ANCE	MISC.			
137	137	00	125.04	7.71	13.50	4.68					79	63

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
 Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

APR 15 1974
GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

PAY TO THE ORDER OF

ANDREW DULSEY

No. 1849

7-11
520

\$ 796.33
***** 63/100 DOLLARS

PAYROLL ACCOUNT
NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

⑆0520⑉001⑆⑆⑆

59⑉9165 8⑈



YOU EARNED AND WE PAID →		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU						NET AMOUNT	PERIOD ENDING	NUMBER
REGULAR	OVERTIME		F.I.C.A.	FEDERAL RES/TAX	STATE RES/TAX	LOCAL TAX	INSUR-ANCE	MISC.			
135.00		135.00	7.34	13.68	4.68			30	796.33	42	

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

DATE
APR 22 1974

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

NUMBER

1857

PAY TO THE ORDER OF

ANDREW HULSEY

No

1857

7-11
520

INETY-NINE * * * * *
ROLL CHECK

PAYROLL ACCOUNT
FIRST NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

\$ 99.67

99 67

69/100 DOLLARS



⑆0520⑈001⑆

59 APR 9 1974

TOTAL HOURS	YOU EARNED AND WE PAID →		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU					NET AMOUNT	PERIOD ENDING		
	REGULAR	OVERTIME		F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCAL TAX	INSURANCE			MISC.	
	125	00	125	00	73	13	50	45		99	67	APR 1974

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

MAY 8 - 1974

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

NUMBER 1868

No. 1868

PAY TO THE ORDER OF

ANDREW HARVEY

PAYROLL ACCOUNT
FIRST NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

\$ 92.63

63/100 DOLLARS

⑆0520⑉0011⑆

59⑉9465 8M

7-11
520

THIS CHECK IS VALID ONLY WHEN USED AT THE POINT OF PURCHASE

TOTAL HOURS	YOU EARNED AND WE PAID →		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU					NET AMOUNT	PERIOD ENDING	
	REGULAR	OVERTIME		F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCAL TAX	INSUR-ANCE			MINC.
	135	00	135 00	7 31	13 50	4 87				91 63	MAY 1974

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
 Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

AY 8 - 1974

No. 1880

PAY TO THE ORDER OF

ANDREW HULSEY

PAYROLL ACCOUNT
NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

⑆0520⑈0011⑆

59 9465 8

7-11

530

\$ 99.63



TOTAL HOURS	YOU EARNED AND WE PAID →		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU						NET AMOUNT	PERIOD ENDING	NUMBER	
	REGULAR	OVERTIME		F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCAL TAX	INSUR. AMT	MISC.				
	135	00	135	00	7.31	13.50	4.56				99.63	7-11-74	1880

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

MAY 10 1974

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

NUMBER 1891

PAY TO THE ORDER OF

ANDREW HULSEY

No 1891

7-11

520

\$ 99.63

VOID AFTER 60 DAYS

PAYROLL ACCOUNT
NATIONAL BANK OF MARYLAND
BALTIMORE, MD.



⑆0520⑈001⑆

59⑈9658⑈

YOU EARNED AND WE PAID →		WE PAID OUT THESE AMOUNTS FOR YOU					NET AMOUNT	PERIOD ENDING		
TOTAL HOURS	REGULAR	OVERTIME	TOTAL	F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCAL TAX	INSUR-ANCE	MISC.	
	135	00	135	00	7.31	17.50	4.86			99.63

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

17 1974

NUMBER

1900

PAY TO THE ORDER OF

ANNELE ARLEY

No 1900

7-11
520

ONE-NINE ***** I *****

AL CHECK

PAYROLL ACCOUNT
NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

\$ 296.33

63/100 DOLLARS



20520-00111

59-9465-8

TOTAL HOURS		YOU EARNED AND WE PAID →		WE PAID OUT THESE AMOUNTS FOR YOU							NET AMOUNT	PERIOD ENDING	NUM	
REGULAR	OVERTIME	F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCALE TAX	INSUR-ANCE	MISC.							
135	00	7.34	13.50	4.56							79.63	7/12/74	1900	
TOTAL														

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

NO. 1912

7-11
520

PAY TO THE ORDER OF
ANDREW HOLSEY

\$ 99.63

NEW YORK
NY 100

63/100 DOLLARS

NATIONAL BANK OF MARYLAND
BALTIMORE, MD.



⑆0520⑉0011⑆

59⑈9658⑈

TOTAL HOURS	YOU EARNED AND WE PAID →		WE PAID OUT THESE AMOUNTS FOR YOU						NET AMOUNT	PERIOD ENDING
	REGULAR	OVERTIME	F.I.C.A.	FEDERAL W/V/TAX	STATE W/V/TAX	LOCAL TAX	INSURANCE	MISC.		
135	00		731	1350	458				99.63	7/11/74
TOTAL			125.00	731	1350	458				

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

GWYNN OAK AMUSEMENT PARK, INC.
BALTIMORE, MARYLAND 21207

1974

1974

PAY TO THE ORDER OF

ARREAR HORSEY

No 1921

ALL CHECK

PAYROLL ACCOUNT
NATIONAL BANK OF MARYLAND
BALTIMORE, MD.

120520-00111

59m9165 8m

DOLLARS

63/100

DOLLARS

7-11
520

NO FEB
8 MID



TOTAL HOURS	YOU EARNED AND WE PAID		TOTAL	WE PAID OUT THESE AMOUNTS FOR YOU					NET AMOUNT	MISC.						
	REGULAR	OVERTIME		F.I.C.A.	FEDERAL W/TAX	STATE W/TAX	LOCALE TAX	INSUR-ANCE								
	145	00	145	00	731	1380	438							99	121	

EMPLOYEE'S STATEMENT OF EARNINGS AND DEDUCTIONS. RETAIN.
Gwynn Oak Amusement Park, Inc. Baltimore, Maryland 21207

CERTIFICATE OF PUBLICATION

Alvin E. Friedman, Atty.
303 E. Fayette St.
Baltimore, Md. 21202

YORKRIDGE FEDERAL SAVINGS
AND LOAN ASSN. OF BALTIMORE
COUNTY

VS.

GWYNN OAK AMUSEMENT PARK,
INC.

ARTHUR B. PRICE, JR.
JAMES F. PRICE AND
DAVID W. PRICE

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY IN EQUITY
No. 79897 — 102/243

ORDERED, By the Circuit Court
for Baltimore County, this 2nd day
of July 1974, that the sale made and
reported by Alvin E. Friedman, Trustee
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 5th day of
August, 1974

Provided a copy of this order be
inserted in some newspaper printed
and published in Baltimore County,
once in each of three successive
weeks before the said 5th day of
August 1974.

The report states the amount of
sale to be \$415,000.00.

ELMER H. KAHLIN JR., Clerk
True Copy—Test:

ELMER H. KAHLIN JR., Clerk
July 11-18-25-Aug. 1.

TOWSON, MD., August 1, 1974

THIS IS TO CERTIFY, that the annexed advertisement was
published in THE JEFFERSONIAN, a weekly newspaper printed
and published in Towson, Baltimore County, Md., once in each
of three successive weeks before the 5th
day of August, 1974, the first publication
appearing on the 11th day of July
1974.

THE JEFFERSONIAN,

L. Lesak Strupler
Manager.

Cost of Advertisement, \$ _____

FILED AUG 1 1974

HE

Missive

THE JEFFERSONIAN

1877

1877

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From THE JEFFERSONIAN

CERTIFICATE OF PUBLICATION

1877
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THE JEFFERSONIAN

1877

DFA/pb
8/01/74

YORKRIDGE FEDERAL SAVINGS AND	:	IN THE
LOAN ASSOCIATION OF BALTIMORE	:	CIRCUIT COURT
COUNTY	:	
Plaintiff	:	FOR
v.	:	BALTIMORE COUNTY
GWYNN OAK AMUSEMENT PARK, INC.,	:	IN EQUITY
ARTHUR B. PRICE, JR.,	:	
JAMES F. PRICE	:	Docket 102/243/79897
and	:	
DAVID W. PRICE	:	
Defendants	:	
* * * * *	:	

EXCEPTIONS TO SALE

Gwynn Oak Amusement Park, Inc., a body corporate of the State of Maryland, Mortgagor named in the mortgage filed in these proceedings and Arthur B. Price, Jr., James F. Price and David W. Price, Guarantors of said mortgage, by their attorneys, David F. Albright, William A. Fisher, Jr. and Semmes, Bowen & Semmes, except to the ratification of the sale made and reported to this Honorable Court by the Trustee in a Report of Sale filed herein on July 2, 1974, for the following reasons:

1. Said Report of Sale states that the purchase price of the real estate known as 6000 Gwynn Oak Avenue and the amusement park equipment was \$415,000, whereas the real estate and fixtures attached thereto without the amusement park equipment were sold at the foreclosure sale held on June 25, 1974, for the sum of \$325,000, the Mortgagor, Yorkridge Federal Savings and Loan Association of Baltimore County being the Purchaser.

The amusement park equipment which was not included in the description of the property covered by said mortgage but which was purportedly covered by a financing statement allegedly to secure the same debt as the mortgage was sold at a separate sale on the same day to the secured party,

Yorkridge Federal Savings and Loan Association of Baltimore County, as a unit for the sum of \$90,000. The land and fixtures and the amusement park equipment were not offered for sale as a unit although they both purportedly secured the same debt.

2. That the purchase price is not adequate and fair in that the real estate and fixtures thereon have a greater value than the purchase price bid of \$325,000 that was accepted at the foreclosure sale.

3. That the foreclosure sale was not properly and adequately advertised.

4. That the purported sale of the amusement park equipment was not made pursuant to the mortgage or any other security agreement.

5. That this Court has no jurisdiction to ratify the sale of amusement park equipment, said equipment not being included in the mortgaged property.

6. That the purchase price of \$415,000 stated in the Report of Sale is erroneous in that the amusement park equipment was sold at a separate and distinct sale, and without the authority of this, or any court.

7. That the property prior to the foreclosure sale was operated as an amusement park and your exceptants are advised, and therefore, allege that the Trustee erred in not making arrangements so that the property, at least in the alternative, would be offered as a unit as an amusement park with its equipment, with reservation of said bid.

8. That the Trustee named in the Decree apparently made no effort to obtain from this Court terms of sale that would

produce a higher price for this property worth over \$1,000,000 in that prospective purchasers were not given the opportunity to finance a portion of the purchase price, necessitating a prospective purchaser paying a large and substantial payment in cash approximately one month after the sale.

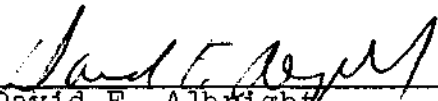
9. That the property was susceptible of division but was not so offered by the Trustee.

10. That the Trustee did not advertise and sell the property in a manner conducive to obtaining the highest sale price, and he did not offer the property in various suitable alternative manners with reservation of bids for final determination of the highest bid.

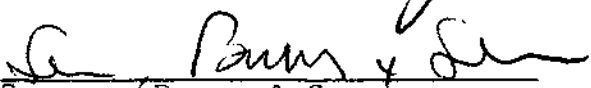
11. That at the time of said sale the mortgage was not in default.

12. That said mortgage was foreclosed without due process of law and in violation of the Constitution of the United States in that the mortgagor was deprived of its property without the opportunity to be heard.

13. And for such other and further reasons as may be brought forth on the hearing hereon.


 David F. Albright


 William A. Fisher, Jr.


 Semmes, Bowen & Semmes
 10 Light Street (17th Fl.)
 Baltimore, Maryland 21202
 539-5040

Attorneys for Acceptants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed
this 2nd day of August, 1974, to:

Alvin E. Friedman, Esq.
Friedman, Glorioso, Cohen
& MacFadyen
303 E. Fayette Street
Baltimore, Maryland 21202

Attorneys for the Trustee



David F. Albright

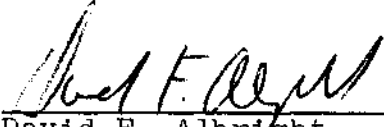
12-19

DFA/pb
8/02/74

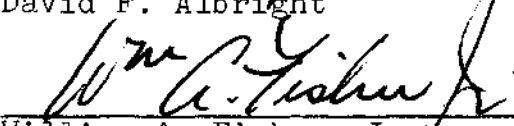
YORKRIDGE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE COUNTY	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
v.	:	BALTIMORE COUNTY
	:	IN EQUITY
GWYNN OAK AMUSEMENT PARK, INC., ARTHUR B. PRICE, JR., JAMES F. PRICE and DAVID W. PRICE	:	Docket 102/243/79897
Defendants	:	
* * * * *	:	

STATEMENT OF POINTS AND AUTHORITIES

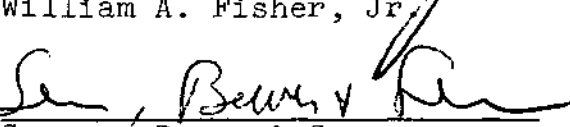
1. The mortgage is not in default. See Owens v. Graetzel, 146 Md. 361.
2. The mortgage was foreclosed without due process of law. Fuentes v. Shevin, 407 U.S. 67.
3. The sale was not made on reasonable terms. Powell v. Hopkins, 38 Md. 1.
4. The price and advertising were inadequate. Robertson Co. v. Chambers, 113 Md. 233; 15 M.L.E. Mortgages, Section 245.
5. The manner of sale was improper. Thomas v. Fewster, 95 Md. 446; 15 M.L.E. Mortgages, Section 238.



 David F. Albright



 William A. Fisher, Jr.



 Semmes, Bowen & Semmes
 10 Light St. (17th Floor)
 Baltimore, Maryland 21202
 539-5040
 Attorneys for Acceptants

12-20

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed
this 2nd day of August, 1974, to:

Alvin E. Friedman, Esq.
Friedman, Glorioso, Cohen
& MacFadyen
303 E. Fayette Street
Baltimore, Maryland 21202

Attorneys for the Trustee



David F. Albright

LAW OFFICES

Friedman, Glorioso, Cohen & MacFadyen, P.A.

EIGHTH FLOOR - INA BUILDING
303 EAST FAYETTE STREET
BALTIMORE, MARYLAND 21202
TELEPHONE (301) 685-1763

ALVIN E. FRIEDMAN
VINCENT L. GLORIOSO
J. ALLAN COHEN
KENNETH J. MacFADYEN

SAMUEL S. LEVIN
of Counsel

August 9, 1974

SALISBURY OFFICE
118 E. MAIN STREET
SALISBURY, MARYLAND 21801
TELEPHONE (301) 546-1255

Cable Address: FANG

PLEASE REPLY TO: Baltimore

Clerk, Circuit Court for
Baltimore County in Equity
Court House
Towson, Maryland 21204

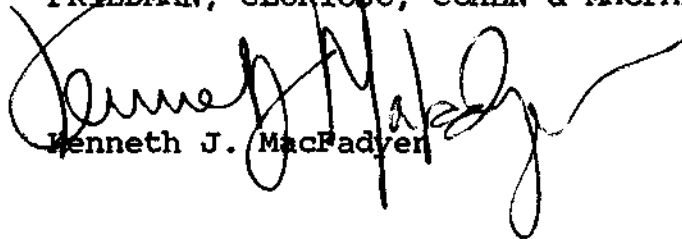
RE: Case: 79897-102-243
Yorkridge Federal Savings & Loan
Association of Baltimore vs
Gwynn Oak Amusement Park, Inc., et al

Dear Mr. Clerk:

Enclosed please find Answer to Petition for
Allowance of Claim to be filed in connection with
the above case.

Very truly yours,

FRIEDMAN, GLORIOSO, COHEN & MACFADYEN, P.A.


Kenneth J. MacFadyen

KJM:jsw
Enc.

YORKRIDGE FEDERAL SAVINGS AND LOAN	*	IN THE
ASSOCIATION OF BALTIMORE COUNTY	*	CIRCUIT COURT
Plaintiff	*	FOR
vs	*	BALTIMORE COUNTY
GWYNN OAK AMUSEMENT PARK, INC.	*	IN EQUITY
ARTHUR B. PRICE, JR.	*	
JAMES F. PRICE and	*	79897/102/243
DAVID W. PRICE	*	

* * * * *

ANSWER TO PETITION FOR ALLOWANCE OF CLAIM

Yorkridge Federal Savings and Loan Association of Baltimore County, Plaintiff, by its attorneys, Friedman, Glorioso, Cohen & MacFadyen, P.A., and Alvin E. Friedman and Kenneth J. MacFadyen, in response to Petitioner's claim for allowance says:

1. Plaintiff admits the allegations set forth in paragraph one.
2. Plaintiff admits the allegations set forth in paragraph two.
3. Plaintiff admits the allegations set forth in paragraph three and says in addition that the \$455.50 judgment is for the use of the Baltimore County Landfill and not taxes, and therefore not subject to the priority claim by the Petitioner;

That, in addition, the real estate taxes claimed in the amount of \$6,580.02 are presently due and not in arrears and therefore are not entitled to priority claim by the Petitioner.

WHEREFORE, the said Plaintiff, Yorkridge Federal Savings and Loan Association of Baltimore County, prays;

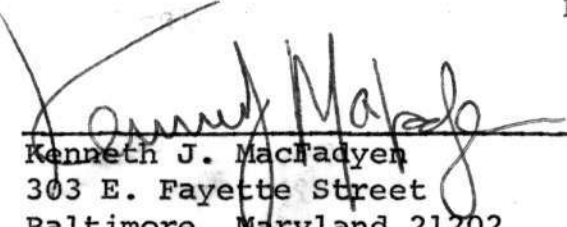
- a. Priority not be claimed to Baltimore County as prayed in its Petition for Allowance of Claim.

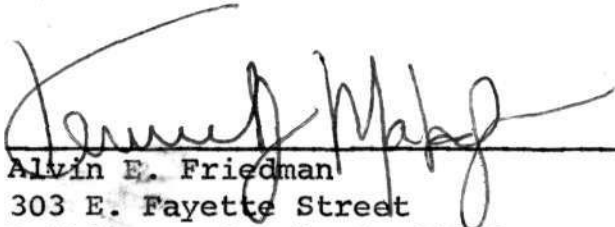
FILED AUG 12 1974

(16) *R*

b. For such other and further relief to which the Plaintiff may be entitled.

FRIEDMAN, GLORIOSO, COHEN & MACFADYEN,
P.A.


Kenneth J. MacFadyen
303 E. Fayette Street
Baltimore, Maryland 21202
685-1763


Alvin E. Friedman
303 E. Fayette Street
Baltimore, Maryland 21202
685-1763

Attorneys for the Plaintiff

I HEREBY CERTIFY that on the 9th day of August, 1974, a copy of the foregoing Answer to Petition for Allowance of Claim was mailed to R. Bruce Alderman, County Solicitor, and B. Marvin Potler, Assistant County Solicitor, 116 Courthouse, Towson, Maryland, 21204.


Kenneth J. MacFadyen

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE CIRCUIT COURT

FOR ~~THE~~ BALTIMORE COUNTY, MARYLAND

IN THE MATTER OF:

Yorkridge Federal Savings & Loan Assn.
of Baltimore County

vs.

Gwynn Oak Amusement Park Inc., Arthur B. Price, Jr.
James F. Price, & Davis Price
600 Gwynn Oak Avenue
Baltimore, Maryland 21207

DOCKET NO. 102, Folio 243

Case No. 79897

TYPE OF PROCEEDING Mortgage Foreclosure

CLAIM OF THE UNITED STATES

FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER

Social Security No.

Employer Identification No. 52-0688699

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Gwynn Oak Amusement Park, Inc. is justly and truly indebted to the United States in the sum of \$37,645.24 with interest thereon as hereinafter stated

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX	PERIOD	AMOUNT DUE	Date Lien Filed REMARKS	DATE TAX LIEN AROSE
WT-FICA (Form 941) Int. to 08-15-74 Penalty	03-31-73	\$3,613.96 87.71 993.85	11-30-73	09-25-73
WT-FICA (Form 941) Int. to 08-15-74 Penalty	06-30-73	8,005.17 72.74 1,119.02	11-30-73	09-25-73
WT-FICA (Form 941) Int. to 08-15-74 Penalty	09-30-73	11,999.95 105.26 1,198.80	01-17-74	12-24-73
WT-FICA (Form 941) Int. to 08-15-74 Penalty	12-31-73	3,758.13 32.28 162.33	03-04-74	03-25-74
FUTA (Form 940) Int. to 08-15-74 Penalty	12-31-73	3,798.26 12.99 12.86	04-03-74	03-25-74
WT-FICA (Form 941) Int. to 08-15-74 Penalty	03-31-74	2,635.44 19.06 17.43	07-15-74	07-01-74
TOTAL		\$37,645.24		

- No part of said debt has been paid and it is now due and payable at the Office of the District Director of Internal Revenue;
- There are no set-offs or counterclaims to said debt;
- Except for the statutory tax liens which arose on the dates shown above, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
- No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
- Said debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law: See section 3466 of the Revised Statutes (31 U.S.C. 191). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority, may become personally liable for said debt under section 3467 (31 U.S.C. 192).

SUBSCRIBED AND SWORN TO BEFORE ME THIS

14th day of August 1974

Martha G. Burrows
Notary Public

SIGNATURE

INTERNAL REVENUE SERVICE TITLE

Joseph B. Zeller
Acting Chief, Special Procedures Staff

ADDRESS

P.O. Box 1076, Baltimore, Maryland 21203

FILED AUG 15 1974 *(initials)*

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE
COUNTY

Plaintiff

vs.

GWYNN OAK AMUSEMENT PARK, INC.,
ARTHUR B. PRICE, JR.,
JAMES F. PRICE
and
DAVID W. PRICE

Defendants

*

*

*

*

*

IN THE
CIRCUIT COURT

FOR

BALTIMORE COUNTY

IN EQUITY

Docket 102/243/79897

M O T I O N

The Motion of Yorkridge Federal Savings and Loan Association of Baltimore County by Alvin E. Friedman and Nathan Patz, its Attorneys herein, for Intervention in conformity with Rule 208 of the Maryland Rules of Procedure, respectfully shows:

1. That the above captioned action is one for the foreclosure of a mortgage in which Yorkridge Federal Savings and Loan Association of Baltimore County (Yorkridge) is an interested party, being the Claimant to the proceeds of the sale made by the Trustee under Decree of this Court;

2. That Exceptions to the Reported Sale of the Trustee herein has been filed by the above named Defendants, Gwynn Oak Amusement Park, Inc., Arthur B. Price, Jr., James F. Price and David W. Price (Mortgagors), which will in due course be heard by this Court;

3. That by reason of its very substantial interest in the proceeds of such sale and in the proceedings herein Yorkridge respectfully Moves this Court to permit it to intervene as a co-Respondent to the Exceptions herein filed to the aforementioned sale made by the Trustee as filed by said Mortgagors.

WHEREFORE this Motion respectfully prays the passage of an Order authorizing and permitting Yorkridge to intervene herein and to be designated as a co-Respondent in respect of the aforementioned Exceptions to the ratification of the Reported Sale, since this Applicant is so situated as to be adversely affected by a distribution or other disposition of property

FILED SEP 19 1974

182d

2-27

which is in the custody or subject to the control or disposition of the Court or an Officer (said Trustee under the Decree of foreclosure) thereof.

Alvin E. Friedman
Alvin E. Friedman
303 East Fayette Street
Baltimore, Maryland 21202
685-1763

Nathan Patz
Nathan Patz
2110 Maryland National Bank Building
Baltimore, Maryland 21202
685-6666

Attorneys for Applicant

ORDER OF COURT

Upon the foregoing Motion and examination of the papers and proceedings in the above captioned action, it is on this 19th of September, 1974 ORDERED by The Circuit Court for Baltimore County, in Equity, that Yorkridge Federal Savings and Loan Association of Baltimore County, be and it is hereby permitted to intervene in the above proceedings as a co-Respondent in respect of the Exceptions to the ratification of the Report of Sale of the Trustee herein, which Exceptions were filed by the above named Defendants, as Mortgagors, and that such Intervention be deemed made upon the filing of this Order with the Clerk of this Court.

Peter E. Bant
Judge

* * * * *

I hereby certify that on this 19th day of September, 1974, a copy of the foregoing Motion and of the above Order of Court was mailed by prepaid first-class postage to William A. Fisher, Jr., Esquire, 10 Light Street, Baltimore, Maryland 21202, of Counsel for the Exceptants.

Nathan Patz
Nathan Patz, Attorney

n-23

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE
COUNTY

*

IN THE
CIRCUIT COURT

Vs.

*

OF

GWYNN OAK AMUSEMENT PARK, INC.
ARTHUR B. PRICE, JR.
JAMES F. PRICE and
DAVID W. PRICE

*

BALTIMORE COUNTY

*

Case No. 79897
Docket No. 102
Folio 243

WITHDRAWAL OF EXCEPTIONS TO RATIFICATION OF SALES

To the Honorable, the Judge of the said Court:

Gwynn Oak Amusement Park, Inc. and Arthur B. Price, Jr. and James F. Price and David W. Price, Exceptants in the above captioned Foreclosure proceedings, by David F. Albright, William A. Fisher, Jr., and Semmes, Bowen & Semmes, their Attorneys herein, hereby withdraws their Exceptions to the Ratification of the Sales reported in the above captioned Foreclosure proceedings, effective forthwith, and consents to the immediate Ratification of such Sales as so reported by the Trustee herein.

David F. Albright

David F. Albright

September 12, 1975

William A. Fisher, Jr.

William A. Fisher, Jr.

Semmes, Bowen & Semmes

Semmes, Bowen & Semmes
10 Light Street (17th Floor)
Baltimore, Maryland 21202
539-5040

Attorneys for Exceptants

FILED SEP 24 1975

(Signature)

12-24

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE COUNTY

*

IN THE
CIRCUIT COURT

Vs.

*

OF

GWYNN OAK AMUSEMENT PARK, INC.
ARTHUR B. PRICE, JR.
JAMES F. PRICE and
DAVID W. PRICE

*

BALTIMORE COUNTY

*

Case No. 79897
Docket No. 102
Folio 243

WAIVER OF DECREE IN PERSONAM

Mr. Clerk:

Yorkridge Federal Savings and Loan Association of Baltimore County, a Body Corporate, hereby irrevocably waives its right in these proceedings (and in any proceedings, at Law or in Equity predicated upon the covenants contained in the Mortgage exhibit in this case) to any Judgment or Decree in Personam against the above named Defendants and against each of them, as a result of the fact that the sales reported herein by the Trustee do not satisfy the Mortgage indebtedness and Foreclosure costs and expenses of the above named Complainant.

This Waiver is being filed contemporaneously with the filing by the above named Defendants of their withdrawal of all exceptions to the Ratification of the Sales reported herein and is also being filed herein contemporaneously with the filing by said Yorkridge Federal Savings and Loan Association of Baltimore County, the above named Complainant, of an Order of Satisfaction in the proceedings, in Equity, captioned Yorkridge Federal Savings and Loan Association of Baltimore County, Plaintiff, Vs. Gwynn Oak Amusement Park, Inc., et al, Defendants, in The Circuit Court for Baltimore County, in Equity, Docket No. 103/436, File No. 81333, all of which (this Waiver, and the foregoing Withdrawal of Exceptions and Order of Satisfaction) together, constitute a final and complete disposition and settlement of the claims of the parties to the above captioned Foreclosure proceedings.

YORKRIDGE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF BALTIMORE COUNTY

By Melvin Berger, President

Alvin E. Friedman, Trustee

12-25
FILED SEP 24 1975 (20)

[Handwritten signature of Alvin E. Friedman]

Alvin E. Friedman
303 East Fayette Street
Baltimore, Maryland 21202
685-1763

September 12, 1975

Attorney for Yorkridge Federal Savings and
Loan Association of Baltimore County

[Handwritten signature of David F. Albright]
David F. Albright

[Handwritten signature of William A. Fisher, Jr.]
William A. Fisher, Jr.

[Handwritten signature of Semmes, Bowen & Semmes]
Semmes, Bowen & Semmes
10 Light Street (17th Floor)
Baltimore, Maryland 21202
539-5040

Attorneys for the hereinabove named Defendants

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I hereby certify that on this 12th of September, 1975 before me, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Melvin Berger -----, -----President of Yorkridge Federal Savings and Loan Association of Baltimore County, a Body Corporate, the above named Complainant, and acknowledged the foregoing Waiver to be the act and deed of said Complainant-Corporation. At the same time said named Officer, known to me to be such named person, made oath in due form of Law that he is such Officer of said Corporation and is by it duly authorized and empowered to make this acknowledgment.

AS WITNESS my hand and Notarial Seal.

[Handwritten signature of Joan S. Wallace]
Joan S. Wallace
Notary Public
My Commission Expires July 1, 1978

2-26

Yorkridge Federal Savings and Loan
Association of Baltimore County
 VS.
Gwynn Oak Amusement Park, Inc.
Arthur B. Price, Jr.
James F. Price and
David W. Price

IN THE
Circuit Court for Baltimore County

SITTING IN EQUITY

Case# 79897 Doc 102 Folio 243

ORDERED, By the Circuit Court for Baltimore County, this 24th day of
September, 1975 that the sale made by
Alvin E. Friedman, Trustee
appointed for the sale of the Real Estate described in the proceedings in the
 above entitled cause, and reported by said trustee to this
 Court on the 2nd day of July, 1974, be and the same is hereby
 finally ratified and confirmed, no cause to the contrary having been shown, although due notice ap-
 pears to have been given as required by the order NISI passed in said cause, and that the
trustee be allowed the usual commissions and all proper expenses for which he
 shall produce vouchers to the Auditor.

FILED SEP 25 1975

[Handwritten Signature]
 JUDGE

12-28

(21) e

Dismissed

YORKRIDGE FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE COUNTY

Plaintiff

vs.

GWYNN OAK AMUSEMENT PARK, INC., et al

Defendants

* IN THE CIRCUIT COURT
* FOR BALTIMORE COUNTY
* IN EQUITY
* 79897/102/243

* * * * *

ORDER OF DISMISSAL

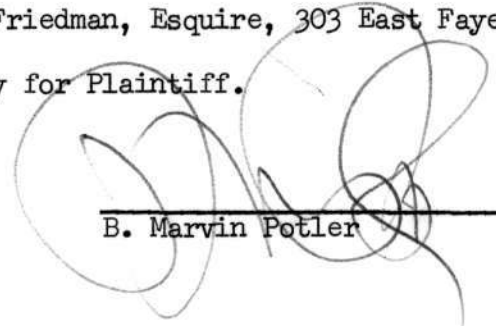
MR. CLERK:

Please dismiss Baltimore County, Maryland's claim in the above-entitled case.



B. Marvin Potler
Assistant County Solicitor
Courthouse
Towson, Maryland 21204
494-2417
Attorney for Baltimore County, Md.

I HEREBY CERTIFY that on this *14th* day of ~~August~~ *September*, 1977, a copy of the foregoing was mailed to Alvin E. Friedman, Esquire, 303 East Fayette Street, Baltimore, Maryland 21202, Attorney for Plaintiff.



B. Marvin Potler

FILED SEP 21 1977

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~~OCT 27 1975~~

~~SEP 21 1977~~

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