

Ct. Ct. No. 2

Docket No. 37

C 412
192 8

The South Baltimore

Per Bldg Loan Ass'n
of Baltimore City
vs.

James Steward Davis
wife

PETITION FOR FORECLOSURE

No. 1676 C

JOHN PLEASANTS, Clerk,

File this Petition and Exhibit No. 1

Emit Budnick
Att'y for Plaintiff.

Filed

17 Oex

192 8

*The South Baltimore Progressive
Perpetual Building and Loan
Association of Baltimore City*

IN THE

Circuit Court No. 2

*James Stewart Davis and
Blanche M. Davis his wife*

OF

BALTIMORE CITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent^s

That on the 12th day of August A. D. 1926 the defendant^s executed and delivered to the South Baltimore Progressive Perpetual Building and Loan Association of Baltimore City, a body corporate a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 5000 ⁰⁰/₁₀₀ and interest as therein mentioned, wherein said mortgagor^s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

And as in duty, &c.

Ernie Budnitz

Attorney for Plaintiff.

No 2

EMIL BUDNITZ,

270

10 E. LEXINGTON ST.

MORTGAGE

FROM

JAMES STEWARD DAVIS AND WIFE,

TO

THE SOUTH BALTIMORE PROGRESSIVE
PERPETUAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY.

Block No. 417

Received for Record AUG 12 1926 192

at 12:01 P M. Same day recorded 375

in Liber SCL No. 4617 Folio 375 &c.,

one of the Land Records of Baltimore City and
examined per

Stephen C Little Clerk.

Cost of Record, \$

14- 1201 950

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this *twelfth* day of ~~July~~, *August* in the year
one thousand nine hundred and **twenty-six**, before me, a **Notary Public**,

of the State of Maryland, in and for the City aforesaid, personally appeared **JAMES STEWARD DAVIS and
BLANCHE M. DAVIS, his wife,**

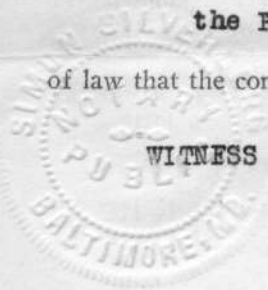
the Mortgagor **s** named in the foregoing Mortgage, and **severally** acknowledged the foregoing Mortgage
to be **their** act. At the same time also appeared **EDMUND BUDNITZ,**

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

WITNESS my hand and Notarial Seal.

Lucy Zibenberg

Notary Public.



This Mortgage,

Made this

twelfth

day of

~~July.~~

August

in the year one thousand nine hundred and

twenty-six,

between **JAMES STEWARD DAVIS**

and BLANCHE M. DAVIS, his wife,

of the City of Baltimore, in the State of Maryland, Mortgagors, and the **SOUTH BALTIMORE PROGRESSIVE PERPETUAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY,**

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said **JAMES STEWARD DAVIS and BLANCHE M. DAVIS, his wife,**

being members of the said body corporate

have received therefrom an advance of **FIVE THOUSAND DOLLARS, to be applied to the payment of the purchase money for the property hereinafter described,** ~~xxxxxxx~~

on **their fifty** shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said **JAMES STEWARD DAVIS and BLANCHE M. DAVIS, his wife,**

do grant unto **THE SOUTH BALTIMORE PROGRESSIVE PERPETUAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY,**

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the **City of Baltimore,** and described as follows:

BEGINNING for the same on the line of the southwest side of Madison Avenue, at the distance of forty-seven feet eight inches northwestwardly from the line of the northwest side of Dolphin Street; and running thence northwestwardly, binding on Madison Avenue, twenty-three feet ten inches; thence southwestwardly, parallel with Dolphin Street, one hundred and thirty-five feet six inches to the northeast side of an alley twelve feet wide; thence southeastwardly, binding on said alley, twenty-three feet ten inches; and thence northeastwardly, parallel with Dolphin Street, by a straight line to the place of beginning. The improvements on said lot of ground being known as No. 1204 Madison Avenue.

BEING the same lot of ground described in a deed from the Safe Deposit & Trust Company, Trustee, et al. to the said Mortgagors, bearing even date herewith and intended to be recorded prior hereto.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said **body corporate,**
its successors and assigns, in fee-simple.

~~its successors and assigns during the term of the term of years therein expressed therein with the right and~~
~~benefit of renewal of said term for ever subject to the payment of the rent of~~

IF, HOWEVER, the said Mortgagor **s** shall make the payments and perform the covenants herein on
their part contained, then this Mortgage shall be void.

AND the said Mortgagor s for **themselves** ^{their} heirs, executors, administrators and assigns, covenant with the said body corporate,

its successors and assigns, to pay and perform as follows, that is to say: To pay the Mortgagee, its successors and assigns, WEEKLY, the sum of twenty-five cents as regular weekly dues on each of said fifty shares of stock, until the amount so paid shall equal the amount advanced on said fifty shares of stock; also to pay to said Mortgagee or its assigns, weekly the sum of twelve cents on each of said fifty shares of stock as interest and premium to the said body corporate for the advance made thereon; allowing, however, for every One Hundred Dollars repaid as regular weekly dues an abatement of the interest and premium thereon, to wit; twelve cents. ALSO to pay to said Mortgagee or its assigns, weekly the sum of *Four dollars* to be applied to the payment of the taxes and water rent on said property. IT IS AGREED between the Mortgagors and the Mortgagee that upon the sale of said Mortgaged premises by the Mortgagors without the consent of the said Mortgagee the whole of said Mortgage debt shall be deemed due and demandable;

also to pay all ground rent and taxes for which the property hereby mortgaged may become liable, when payable, and to exhibit the receipts therefor to the said Mortgagee, on its demand; also to pay all fines that may be imposed on **them** by the said Mortgagee in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee

And it is agreed that until default is made the said Mortgagor s or **th eir** assigns, may retain possession of the mortgaged property. AND the said Mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this Mortgage shall have continued for **eight** weeks), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this Mortgage may be foreclosed under any law or laws of said State of Maryland intended to facilitate the regular or extra judicial proceedings on Mortgages, as fully and in the same manner as if special assent and powers were hereby given and granted.

WITNESS the hand s and seal s of the said Mortgagor s.

Test:

[Handwritten signature]

[Handwritten signature] [SEAL]

[Handwritten signature] [SEAL]

[SEAL]

Ct. Ct. No. 2

412
192 8

6

No. 37

Docket

The South Baltimore Pro
Per Bldg Loan Assn
of Balto City

vs.

James Steward Davis
Blanche M. Davis his inf

Decree for Sale of Mortgage Premises.

No. 1676 C
3

Filed 17 day of Oct 192 8

IN THE

CIRCUIT COURT No. 2

OF

BALTIMORE CITY.

*The South Baltimore Pro-
gressive Perpetual Building
and Loan Association of
Baltimore City*

VS.

*John Steward Davis and
Blanche M. Davis his wife*

September Term, 192*8*

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

IT IS THEREUPON, this *17th* day of *October* in the year nineteen hundred and *twenty-eight* by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that *Edmund Budant* be and he *is* hereby appointed Trustee to make said sale, and that the course and manner of *his* proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by *himself*, and a *surety* or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of *Five Thousand* Dollars, conditioned for the faithful performance of the trust reposed in *him* by this decree, or to be reposed in *him* by any further Decree or Order in the premises; *he* shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as *he* shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of *his* proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their *heirs and assigns* the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor*s*, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith *he* shall appear to have discharged *his* trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Joseph N. [Signature]

270
4/2

IN THE CIRCUIT COURT NO. 2
OF
BALTIMORE CITY.

THE SOUTH BALTIMORE PROGRESSIVE
PERPETUAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY.

Vs.

J. STEWARD DAVIS AND WIFE.

ORDER OF SATISFACTION.

Mr. Clerk:-

Please file.

1676 L
5

Attorney for Plaintiff.



By 1. June 1929

THE SOUTH BALTIMORE PROGRESSIVE
PERPETUAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY,

Vs.

J. STEWARD DAVIS and
BLANCHE M. DAVIS,
His wife.

**
**
**
** IN THE
** CIRCUIT COURT NO.2
** OF
** BALTIMORE CITY.
**
** Docket 37 C, fol. 412.
**
**
**
**
**
**

Mr. Clerk:-

Please enter the decree in the above entitled case "Satisfied".

WITNESS the corporate seal of The South Baltimore Progressive
Perpetual Building and Loan Association of Baltimore City, and the signature
of Edmund Budnitz, the President thereof.

Edmund Budnitz
President.

STATE OF MARYLAND, City of Baltimore, to wit:-

I Hereby Certify, That on this 31st day of May, in the year
nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public
of the State of Maryland, in and for the City of Baltimore aforesaid, person-
ally appeared EDMUND BUDNITZ, the President of The South Baltimore Progressive
Perpetual Building and Loan Association of Baltimore City and he acknowledged
the foregoing Order of Satisfaction to be the act of the said body corporate.

AS WITNESS my hand and Notarial Seal.

Catherine K. King
Notary Public.

Handwritten notes:
1 June 1929