

169  
Ct. Ct. No. 2

Docket No.

35 B. 872  
1926

WHITTIER BUILDING AND LOAN

ASSOCIATION, INCORPORATED

vs.

J. STEWARD DAVIS and BLANCHE

M. DAVIS, his wife.

**PETITION FOR FORECLOSURE**

No. 27919 B

JOHN PLEASANTS, Clerk,

File this Petition and Exhibit No. 1

*Samuel Silverberg*  
Att'y for Plaintiff.

Filed 13<sup>th</sup> November  
RECORDED IN LIBER 6  
J. P. No. 261 FOLIO 1

WHITTIER BUILDING AND LOAN

ASSOCIATION, INCORPORATED

vs.

J. STEWARD DAVIS and BLANCHE M.

DAVIS, his wife

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY

To the Honorable, the Judge of said Court :

The petition of the plaintiff respectfully represent

That on the 12th day of August A. D. 1926 the defendants executed and delivered to the Whittier Building & Loan Association, Incorporated a mortgage upon certain fee simple ~~property~~ <sup>properties</sup> in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 2400.00 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.

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.



Attorney for Plaintiff.

IN THE *B873*  
*1946*  
CIRCUIT COURT NO. 2  
OF BALTIMORE CITY

WHITTIER BUILDING AND LOAN  
ASSOCIATION, INCORPORATED

VS

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

PETITIONER'S EXHIBIT NO. 1

*No 27919 B*  
*2*  
MR. CLERK:

Please file, etc.

*Simon Silverberg*  
Solicitor for Petitioner.

*Ex 13 Yancey 4/19/46*

No 3  
24  
SM  
Ⓟ

LAW OFFICES

SIMON SILVERBERG

SILVERBERG BUILDING

506-508 ST. PAUL PLACE -

BALTIMORE, MD.

# MORTGAGE

FROM

J. STEWARD DAVIS and BLANCHE

M. DAVIS, his wife

TO THE

WHITTIER BUILDING AND LOAN

ASSOCIATION, INCORPORATED

OF BALTIMORE CITY

BLOCK NO.S. 417 and 454

376

Received for Record 192

at 1202 o'clock M. Same day received

in Liber. SCL No. 4617 Folio 376 &c.,

one of the Land Records of Baltimore City, and

examined per

Stephen C Little

Clerk.

Cost of Record, \$

2.50 1202

525

This Mortgage, Made this twelfth day of August ~~July~~ - - - - -

in the year one thousand nine hundred and twenty-six between J. Steward Davis and Blanche M. Davis, his wife - - - - -  
- - - - - of the City of Baltimore, State of Maryland - - - - -

Mortgagor and the Whittier Building And Loan Association, Incorporated  
- - - - - of Balti-

more City, a body corporate, duly incorporated, Mortgagee

being

WHEREAS, said Mortgagor <sup>S/</sup> member<sup>S</sup> of said body corporate, have received therefrom an advance of twenty-four hundred dollars (\$2400.00)  
~~Two Thousand (\$2000.00)~~ - - - - - ~~two hundred dollars~~  
twenty-four (24)  
on twenty (20) ~~XX~~ - - - - - shares of its stock; part of the purchase money for the here-

inafter described property, and to secure said advance this mortgage is made.

WHEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of One Dollar, said Mortgagor <sup>S</sup> do grant unto said Mortgagee, its successors and assigns, all <sup>those two</sup> ~~that~~ lots of ground, situate in Baltimore

City, known as Nos - 1204 Madison Avenue and 1047 Myrtle Avenue - - ~~XXXX~~

and described as follows:

117 ~~XXXX~~ first thereof on the line of the southwest side of Madison Avenue at the distance of forty-seven (47) feet and eight (8) inches northwestwardly from the line of the northwest side of Dolphin Street and running thence northwestwardly bounding on Madison Avenue twenty-three (23) feet, ten (10) inches; thence southwestwardly parallel to Dolphin Street, one hundred thirty-five (135) feet, six (6) inches to northeast side of an alley twelve (12) feet wide; thence southeastwardly bounding on said alley, twenty-three (23) feet, ten (10) inches; thence northeastwardly parallel to Dolphin Street by a straight line to the beginning. X

BEING all that lot or parcel of ground and improvements thereon which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore City immediately prior hereto, was granted and assigned by Mary J. Zollickoffer, <sup>Executrix</sup> and Safe Deposit and Trust Company of Baltimore, a body corporate of the State of Maryland, <sup>Trustee</sup> etc. to the within named Mortgagors.

118 ~~XXXX~~ BEGINNING for the second thereof on the northeast side of Myrtle Avenue one hundred eighty-seven (187) feet, two and one-fourth (2 $\frac{1}{4}$ ) inches, southeasterly from Hoffman Street, northeasterly one hundred two (102) feet, six (6) inches to southwest side of a two (2) foot, six (6) inch alley with the use of alley leading into Shields Alley with which it connects; thence southeasterly parallel to Myrtle Avenue, seventeen (17) feet; thence southwesterly one hundred two (102) feet, six and one-half (6 $\frac{1}{2}$ ) inches to Myrtle Avenue; thence northwesterly sixteen (16) feet, eight (8) inches to the place of beginning.

BEING the same lot or parcel of ground and improvements thereon which by deed dated November 20th, 1920 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 3674, Folio 186 &c. was granted and assigned by Occident Perpetual Building & Loan Association of Baltimore City, a body corporate, to the within named Mortgagors.

SHOULD the title to the herein mortgaged property or to any part thereof be acquired by any party, person or corporation, other than the herein MORTGAGORS, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, then the MORTGAGEE and its assigns and successors in title, shall at any time after the change in title or ownership have the unqualified right to demand the immediate payment of the unpaid part of the principal or advance and interest and any other indebtedness, and upon failure to pay said unpaid principal or advance and accrued interest and other indebtedness, this Mortgage shall be deemed in default and the MORTGAGEE, its successors or

assigns shall be entitled to institute the foreclosure proceedings herein provided for. And it is further agreed that the failure of the MORTGAGEE or its assigns or successors to demand said unpaid principal or advance and interest and other indebtedness, after there be a change in title or ownership as aforesaid, shall not be construed as a waiver of the right to make the demand at any time after the change in title or ownership occurs. However, the MORTGAGEE reserves to itself and its assigns or successors in title, the right to consent from time to time to a change in title or ownership, but such consent to be only binding if made in writing.

TOGETHER with the rights and improvements belonging, or appertaining and the rents, issues and profits thereof.

two

TO HAVE AND TO HOLD said lot S of ground and premises unto said mortgagee, its successors or assigns, during the

residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the pay-

ment of the yearly rent of \$150.00 payable in half-yearly parts on the first days of April and October in each and every year on the firstly described lot of ground; and \$80.00 on the secondly described lot of ground, ~~the~~

*firstly described lot of ground being in fee-simple*

If said Mortgagor S shall make the payments and perform the covenants herein on their part contained,

then this mortgage shall be void. And said Mortgagor S for themselves, their heirs, executors,

administrators and assigns, covenant with said Mortgagee, its successors and assigns, that said mortgaged property is

unencumbered save as herein set out; and to pay and perform as follows: To pay the Mortgagee, or its assigns, the

weekly sum of ~~ten~~ <sup>twelve</sup> Dollars (\$12.00) - - - - - as dues, at its every weekly meeting

until the ~~sum~~ <sup>Twelve Hundred Dollars</sup> of ~~one thousand~~ (\$1200.00) - - - - - ~~XXXXXX~~ dollars shall be repaid, and

then to pay the balance, to wit, - \$1000.00 two years from the date hereof.

And to pay at the same time, as interest and premium in accordance with the By-Laws of said body corporate, the weekly

sum of Two Dollars and ~~forty~~ <sup>eighty-eight</sup> cents (\$2.88) - - - - - ~~XXXXXX~~

until one hundred dollars shall be repaid in weekly dues, when said weekly payments of interest and premium shall be

reduced twelve cents, in accordance with its by-laws, and so on, and as often as one hundred dollars shall be so repaid in

dues, the weekly payments of interest and premium shall be reduced twelve cents in accordance with said by-laws; and

to pay, in equal weekly sums, all ground rents, water rents, public dues, assessments and charges for which the property

hereby mortgaged may become liable when payable; no interest or dividend whereon shall be allowed by the Mortgagee;

and to pay all fines that may be imposed on them by the said Mortgagee in accordance with its by-laws, and to

keep the improvements on said property in good repair and fully insured from loss by fire in some company designated

by said Mortgagee for its use and to give the policy to be effected thereon to it; all of which payments and covenants

shall continue in force until the said sum of ~~two thousand~~ <sup>twenty-four hundred dollars (\$2400.00)</sup> - - - - -

~~hundred dollars~~ shall be repaid ~~XXXXXX~~ as aforesaid. And in case of any default in any covenants or conditions of this mort-

gage, then the balance due hereunder on said shares shall become due and payable.

In the event of any default by the Mortgagor S in making any of the payments required to be made by this

Mortgage or by any prior mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor S, to the immediate

appointment of a trustee of the property hereby mortgaged, without regard to the adequacy or inadequacy of the property,

as security for the Mortgage debt; and in the event of any such default, whether or not a trustee be appointed, the rents

and profits of said property are hereby assigned to the Mortgagee as additional security. And the Mortgagor S consent

that a decree be passed, for the sale of said property, (the sale to take place after a default in any conditions of this

Mortgage, or of any prior Mortgage) under the provisions of Sections 720 732 inclusive, of Article 4 of the Public Local

Laws of the Maryland Code (1888), as amended by the Acts of 1898, Chapter 123, 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. And it is agreed that until default be made in the premises, said Mortgagor S shall be permitted to occupy

said property in the same manner as if these presents were not executed.

WITNESS the hand S and seal Sof the Mortgagor S :

Test  
*James Z. Libberg*

*J. Steward Davis*

(SEAL)

*Blanche M. Davis*

(SEAL)

(SEAL)

State of Maryland, Baltimore City, to wit:

On this *twelfth* day of ~~July~~ *August* 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 J. Steward Davis and <sup>M.</sup>Blanche Davis, his wife - - - - -

the Mortgagor Saforesaid and they severally - - - acknowledged the foregoing Mortgage to be

*the r* act. At the same time also appeared Theodore Seidman - - - - -

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

AS WITNESS MY HAND and Notarial Seal.

*James Z. Libberg*  
Notary Public.

✓



Ct. Ct. No. 2

873  
1926

B

No. 35

Docket

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WHITTIER BUILDING AND LOAN  
ASSOCIATION, INCORPORATED

vs.

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

---

**Decree for Sale of Mortgage Premises.**

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No. 27919 B  
3

Filed 13 day of *July* 1926

Decree in the Circuit Court No. 2 of Baltimore City.

WHITTIER BUILDING AND LOAN  
ASSOCIATION, INCORPORATED  
vs.  
J. STEWARD DAVIS and BLANCHE M.  
DAVIS, his wife

IN THE  
**Circuit Court No. 2**  
OF  
BALTIMORE CITY.  
November Term, 1926

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 <sup>13<sup>th</sup></sup> day of November in the year nineteen hundred and ~~twenty-six~~ <sup>properties</sup> 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.....  
Simon Silverberg 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 ~~competent~~ <sup>surety</sup> or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Three Thousand (\$3000.) 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 <sup>personal representatives and assigns</sup> the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the 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.

*Charles F. Brown*

In The Circuit  
Court No 2  $\frac{873}{1926}$

Whittier Building  
+  
Sovam Co

vs  
Stewart's  
Pet al  
No 27919 B

Petition

W. A. Clark,  
Plaintiff  
- Stewart's

DAVIS & EVANS  
ATTORNEYS AT LAW

The Whittier Building  
and Loan Association

In The Circuit Court

Vsa

No 2

J. Steward Davis  
and  
Blanche M. Davis

of Baltimore City

To The Honorable ,The Judge of Said Court

Your petitioner, one of the respondents in above case represents that the premises 1204 Madison Ave. were advertised for sale today under decree of foreclosure of This Honorable Court. That the respondents have almost completed plans for the assignment of mortgage of complainant Association. That said plans will not be completed for a few days.

Wherefore your petitioner prays that the sale ordered for today, July, 5, 1928, be passed or postponed until July 10, 1928

*J. Steward Davis*  
-----

I hereby assent to the passing of the within Order.

*Simon Suberberg*  
-----  
Trustee and Attorney for Whittier  
Building and Loan Association, Inc.

Ordered by The Circuit Court No.2 of Baltimore City that  
the sale of the mortgaged premises, 1204 Madison Ave., set  
for July 5th. 1928 be passed until July 10th., 1928

Circuit Court No. 2

~~870~~  
192 6

35  
No.

B

DOCKET

WHITTIER BUILDING and LOAN

ASSOCIATION, INCORPORATED

vs.

J. STEWART DAVIS and BLANCHE

M. DAVIS, his wife

**Statement of Mortgage Claim**

Mr. CLERK,

Please file:

*Samuel Scherberg*  
Solicitor for Petitioner

No. 27919 B

Filed 13 January 1929

WHITTIER BUILDING and LOAN ASSOCIA-  
TION, INCORPORATED

vs.

J . STEWART DAVIS and BLANCHE M.

DAVIS, his wife

IN THE

Circuit Court No. 2

-OF-

BALTIMORE CITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Whittier Building and Loan Association,  
Incorporated

under the mortgage from J. Stewart Davis and Blanche M. Davis, his wife  
to the Whittier Building and Loan Association, Incorporated

dated the 12th day of August 1926, and recorded among the Land Records  
of Baltimore City in Liber S.C.L. No. 4617 Folio 376

To Amount of Loan		\$2400.00
Int. fr. Dec. 12, 1928 to Feb. 13, 1929-9 wks	(@\$1.44 wk)	\$ 12.96
Fines " " " " " " @\$ .60 wk. 9 wks)		\$ 5.40
Affidavits		.50
		<u>\$2418.86</u>
Amount repaid on Loan		
Dues -	\$1241.30	1241.30
		<u>\$ 1177.56</u>

*David Silverman*  
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 13th day of February in the  
year nineteen hundred and twenty-nine, before me, the subscriber a Notary Public  
of the State of Maryland, in and for said City of  
Baltimore, personally appeared Theodore Seidman, President of the Whittier  
Building and Loan Association, Incorporated

on its behalf  
the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the  
amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.  
AS WITNESS my hand and Notarial Seal.

*Samuel L. Silverman*  
Notary Public

873

B

19 26

No.

Docket

WHITTIER BUILDING and LOAN  
ASSOCIATION, INCORPORATED

vs.

J. STEWART DAVIS and BLANCHE M.  
DAVIS, his wife

**REPORT OF SALE**

Mr. JOHN PLEASANTS, Clerk,

Please file

*[Handwritten Signature]*

Atty. for Trustee

No. 27919 B

6

Filed 9 March

1929



WHITTIER BUILDING and LOAN ASSOCIATION,  
INCORPORATED

vs.

E. STEWART DAVIS and BIANCHE L. DAVIS,  
his wife

IN THE

Circuit Court No. 2

OF BALTIMORE CITY

To The Honorable  
Judge of the Circuit Court No. 2 of Baltimore City:

The Report of Sale of Simon Silverberg

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

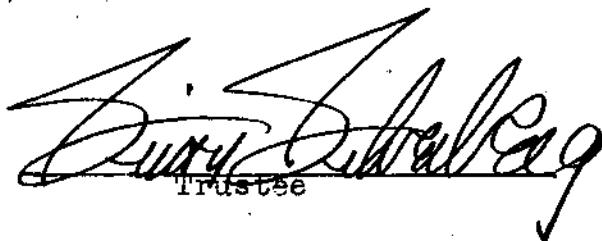
the fee simple property No. 1204 Madison Ave., Baltimore, Md.

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

The Daily Record

a daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee

did pursuant to said notice on Monday the 18th day of February 1929 at three o'clock p. M., attend on the premises and then and there sold the said fee simple property to the Whittier Building and Loan Association, Incorporated for One Hundred (\$100.00) Dollars, subject to a prior mortgage to the South Baltimore Progressive Perpetual Building and Loan Association, in the amount of Four Thousand, two hundred Sixty-six Dollars and Seventy-four Cents (\$4266.74)

  
Trustee

State of Maryland, City of Baltimore, Sct:

I Hereby Certify, That on this 8<sup>th</sup> day of March 1929 before me, the subscriber, a Notary Public and Justice of the Peace of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Simon Silverberg,

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.

  
Notary Public

Solw 10  
Dec 187

Gubson

207

Circuit Court No. 2

873  
1926 DOCKET *B* No. 35

*Whitaker B & Co*

vs.

*Davis et al*

Order Nisi. 9. March 1929

Final Order. 11. April 1929

27919  
No. *27919 B*  
7-9

Filed 9. March 1929

Filed 11. April 1929

11. April 1929

Simon Silverberg Solicitor

B 873/1926

Order Nisi and Final Order.

Whittier Building and Loan Association Inc

vs.

J Steward Davis et al

IN THE

Circuit Court No. 2

-OF-

BALTIMORE CITY

January

TERM, 1929

ORDERED, That the

sale of the property mentioned in these proceedings,

made to Whittier Building and Loan Assoc

and reported by Simon Silverberg

Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th

day of April 1929 ; provided a copy of this order be inserted in some daily news-

paper, printed in Baltimore City, once in each of three successive weeks before the 3rd

day of April 1929

The report states the amount of

sale to be \$ 100.00 subject to a junior mortgage John Pleasants Clerk.

IN THE

Circuit Court No. 2

-OF-

BALTIMORE CITY

March

TERM, 1929

ORDERED by the Circuit Court No. 2 of Baltimore City, this 11th

day of April 1929, That the sale made and reported by the

Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

C. Frank

873. 35B

38 C. H. A

~~157~~  
1929

Docket No.....

Thurman B and L

Assocs

vs.

Davis et al

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Certificate of Publication

---

No 27919 B  
8

THE DAILY RECORD

Filed 11 day of April 1929

# THE DAILY RECORD

Simon Silverberg, Solicitor,  
508 St. Paul Place.

IN THE CIRCUIT COURT NO. 2 OF BAL-  
TIMORE CITY—January Term, 1929—  
(B—873—1926)—Whittier Building and Loan  
Association, Inc., vs. J. Steward Davis  
et al.

Ordered, that the sale of the property  
mentioned in these proceedings, made and  
reported by SIMON SILVERBERG, trustee,  
be ratified and confirmed, unless cause  
to the contrary thereof be shown on or  
before the 10th day of April, 1929; provid-  
ed, a copy of this order be inserted in some  
daily newspaper, printed in Baltimore City,  
once in each of three successive weeks be-  
fore the 3rd day of April, 1929.

The report states the amount of sale to  
be \$100, subject to a prior mortgage.

True Copy—Test:             JOHN PLEASANTS, Clerk.  
  JOHN PLEASANTS, Clerk.  
mh11,18,25

Baltimore, March 25th 1929

We hereby certify that the annexed advertise-

ment of Order Nisi Circuit Court

No. 2 of Baltimore City, Case of Whittier

Building & Loan Assn. Inc

vs. J. Steward Davis et al.

was published in THE DAILY RECORD, a daily news-  
paper published in the City of Baltimore, once in each of

three successive weeks before the

3rd day of April, 1929

First insertion March 11th, 1929

THE DAILY RECORD

Per C Watkins

872  
1926 B

No.

Docket

# CIRCUIT COURT

No 2.

Whittier Building  
Loan Assn. Inc.

-vs-

J. Steward Davis

et al  
PS

## AUDITOR'S REPORT AND ACCOUNT.

Order nisi 3 June 1929

Final Order 14 June 1929

No. 27919 B.

10-11-12

Filed, 3 June 1929

14 June 1929

In the Case of

\_\_\_\_\_

\_\_\_\_\_

WHITTIER BUILDING & LOAN ASSOCIATION, Inc

\_\_\_\_\_

vs.

\_\_\_\_\_

J. STEWART DAVIS, et al

\_\_\_\_\_

\_\_\_\_\_

IN THE

**Circuit Court**

No. 2

OF

BALTIMORE CITY

To the Honorable Eli Frank Judge, &c.

The Auditor reports to the court that he has examined the proceedings in the above entitled cause, and from them has stated the within account.

Mortgage Foreclosure Proceeding,-

Auditor's time, two days,

Respectfully submitted,

*Eli Frank*

---

A u d i t o r .

90.

35.00

20.00

10.00

5.00

2.00

January 10, 1907

Dr. Mortgaged Estate of J. Stewart Davis, et al, In Account

To the Trustee for his commissions  
on \$100.00 sale, contra, \$ 9.00

To the Trustee for the Court costs  
of this Proceeding :

-viz-

Solr.	\$ 10.00	
Clerk,	18.75	
Order Nisi,	6.00	
Auditor for this Account,	9.00	
Auditor for Notices,	.38	44.13

To the Trustee for the following ex-  
penses as per vouchers and memoranda  
exhibited to the Auditor :

-viz-

A. J. Billig & Co., Auctioneers, (4)	\$ 40.00	
Daily Record, Advertising, (4)	103.65	
Trustee's Bond,	10.00	
1929 Taxes and Water Rent, 1 mo. 18 days,	26.40	
Affidavits,	.50	180.55

Note :

This amount due Mortgagee per claim filed, Interest,	\$1177.56 <u>22.55</u>
By amount of overpayment,	\$1200.11 <u>133.68</u>
This balance due Mortgagee,	\$1333.79 =====



With

Simon Silverberg, Esquire, Trustee,

Cr.

By amount of sale of fee simple  
property No. 1204 Madison Avenue,  
subject to prior mortgage, per  
Report of Sale filed 9th March  
1929,

\$ 100.00

By amount of overpayment, contra,

133.68

\$ 233.68

**In the Circuit Court 2 of Baltimore City.**

ORDERED BY THE COURT, This 3<sup>rd</sup> day of June 1929,  
that the foregoing Report and Account be ratified and confirmed as stated and reported by the  
Auditor unless cause to the contrary be shown within ten days of this date.

John Pleasants  
Clerk

**In the Circuit Court #2 of Baltimore City.**

ORDERED BY THE COURT, This 14 day of June 1929  
that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified  
and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds  
accordingly with a due proportion of interest as the same has been or may be received.

✓ W. H. [unclear]

Simon Silverberg

fp - 1204 Madison  
 are. 6.15 2

Rps 9 mch 29

100 -  
 133.68  
 233.68

Com - 100 - 9.00

ent. 44.13

we.

G. J. Billing Feb 19/27 10 -  
 do. Sept 2/27 10 -  
 do. July 5/28 10  
 do. Aug 24/28 10

DR - Aug 29/27 9.30  
 (Aug 2/28 30.09  
 June 12/28 31.11  
 Jan 25/29 33.15 103.65  
 Li's Bond 10.00

all.

1929 tax + W - 1-18 26.40  
 aff .50

m c.

Feb 13/29  
 3 - 5/6

1177.56  
 22.55  
 \$ 1200.11  
 133.68  
 1333.79

Ct. Ct. No. 2

873 35 B

192...6 No. Docket.

WHITTIER BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

J. STEWART DAVIS and BLANCHE M. DAVIS, his wife,

Motion for Decree in Personam.

Order.....

No. 27919 B. 13.17

Filed 19<sup>th</sup> day of June 1929

Filed 1<sup>st</sup> day of Nov 1929

25. Sept 1929

WHITTIER BUILDING AND LOAN

ASSOCIATION, INCORPORATED

VS.

J. STEWART DAVIS and BLANCHE M.

DAVIS, his wife

*263 W. Koffman St*

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY

TO THE HONORABLE, THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY:

The motion of the Whittier Building and Loan Association, Inc., mortgagee in the above entitled cause, respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of One thousand three hundred and thirty-three dollars and seventy-nine Cents (\$1333.79) as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 14th day of June 1929, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of One thousand three and thirty-three and Seventy-nine Cents (\$1333.79) ~~dollars~~ against the said J. Stewart Davis and Blanche M. Davis, ~~his wife~~

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of \$ 1333.79 against the said J. Stewart Davis and Blanche M. Davis, his wife, upon due notice being given by summons or otherwise as the Court may direct to the said J. Stewart Davis and Blanche M. Davis, his wife,

And as in duty, &c.

*[Signature]*  
Attorney for Mortgagee.

The foregoing petition having been read and considered, it is thereupon ordered by the Circuit Court No. 2 of Baltimore City this 19 day of June 1929; that the Clerk of this Court be and he is hereby directed to issue the writ of subpoena directed to the said J. Stewart Davis and Blanche M. Davis, his wife, ~~him~~ <sup>them</sup> commanding ~~him~~ to be and appear in this Court on the second Monday of July 1929, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

✓ *[Signature]*

~~J. Stewart Davis & Blanche M. Davis, his wife~~ the mortgagors in the above entitled cause, having been duly summoned to appear in accordance with the order of this Court passed on the 19 day of June 1929, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 1st day of November 1929, by the Circuit Court No. 2 of Baltimore City adjudged and ordered, that the decree of this Court be and it is hereby entered in favor of the Whittier Building and Loan Association, Inc. the plaintiff herein, for the sum of One thousand three hundred and thirty-three Dollars and Seventy-nine Cents (\$1333.79) ~~Dollars~~ against the said ~~J. Stewart Davis and Blanche M. Davis, his wife~~ with interest until paid from the date of the final ratification of the Auditor's account herein, and all costs of suit accruing since the ratification of said account.

✓ *[Signature]*

P123v

Circuit Court No. 2

173 35. B  
1926 DOCKET No.

Whittier Bldg and Loan  
Assn

vs.

Davis et al

2631 1/2 W. 11th St  
714 W. Lawrence St

Subpoena to Answer Motion  
for Decree in Personam

12 Aug 1929  
9 Sept 1929  
Copy 127 Copied 2  
Copy 2 Come 1 2  
Filed 14 day of July 1929  
Simon Rosenberg  
Solicitor.

No. 27919.6  
14. 15216

AT COURT  
THE SHERIFF  
JUN 26 1929 12 13 21

John E. Potter  
Sheriff

Warrent  
Bibley

11 July 1929  
REISSUED TO August  
Return Day, 1929  
John Pleas auto.  
CLERK

Summoned Blanche M. Davis and a copy  
of the process left with the defendant Nor Est  
as to J. Steward Davis  
Bibley  
7/22/29

John E. Potter  
Sheriff

Yes \$0.95

19 August 1929  
REISSUED TO September  
Return Day, 1929  
John Pleas auto  
CLERK

Warrent  
Bibley

John E. Potter  
Sheriff

EQUITY SUBPOENA

The State of Maryland

To

*J Steward Davis and  
Blanche M. Davis his wife  
263 W. Boppman St 1st floor*

of Baltimore City, Greeting:

WE COMMAND AND ENJOIN YOU, That all excuses set aside, you do within the time limited by law, beginning on the second Monday of *July*, next, cause an appearance to be entered for you, and your Answer to be filed to the Complaint of

*Whittier Building & Loan Association Inc*

against you exhibited in the CIRCUIT COURT NO. 2 OF BALTIMORE CITY.

HEREOF fail not, as you will answer the contrary at your peril:

WITNESS, the Honorable SAMUEL K. DENNIS, Chief Judge of the Supreme Bench of Baltimore City

the *13<sup>th</sup>* day of *May*, 19 *29*

Issued the *19<sup>th</sup>* day of *June*, in the year 19 *29*

*John Pleasants*  
Clerk.

MEMORANDUM:

You are required to file your Answer or other defence in the Clerk's Office, Room No. 235, in the Court House, Baltimore City, within fifteen days after the return day. (General Equity Rule 11.)

Circuit Court No. 2

873  
19 26

35B.  
DOCKET No. ....

Whittier Bldg. and Loan  
Assn

vs.

Davis, et al

Subpoena to Answer Motion  
for Decree in Personam

(copy)

No. ....

Filed ..... day of ..... 19.....

Solicitor.



EQUITY SUBPOENA

The State of Maryland

To

*J. Stewart Davis*

*11 July 1929*

REISSUED TO

*August 9*  
*John Pleasant*  
CLERK

*True copy test.*  
*John Pleasant*  
Clerk

*19<sup>th</sup> August 1929*

REISSUED TO

*September 9*  
*John Pleasant*  
CLERK

*True copy test.*  
*John Pleasant*  
Clerk

of Baltimore City, Greeting:

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*John Pleasant*  
Clerk.