

RECORDED

Ct. Ct. No. 108

Docket No. 65 B

61
2

1925

Amelia Lackner
Assignee

VS

Thomas Blount and

Hattie Blount

PETITION FOR FORECLOSURE

B 28178

No. 1 B

CHARLES R. WHITEFORD, Clerk

File this Petition and Exhibit No. 1

Louis P. Belgrano
Att'y for Plaintiff

Filed 3 Jan 1925

5

Amelia Lackner
Assignee
vs.
Thomas Blount and
Hattie Blount

IN THE
Circuit Court
OF
BALTIMORE CITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully representS

That on the 12th day of May A. D. 1922 the defendant executed and delivered to John E. Bevans

a mortgage upon certain leasehold property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 400.00 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 was assigned on October 27th, 1922, by said John E. Bevans to S. Elmer Parks, recorded S. C. L. No. 3858 folio 248 &c.; and on January 23rd, 1924, by S. Elmer Parks to Amelia Lackner; recorded S. C. L. No. 3858 folio 641 &c., as will appear from the short assignments on said mortgage filed herewith marked "Petitioner's Exhibit No. 1". That default has occurred in payment of the principal and interest due under said mortgage.

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

And as in duty, &c.

Louis P. Bolger
Attorney for Plaintiff.

In the
Circuit Court of
Baltimore City.

65
1925
Amelia Lackner
assignee

vs.

Thomas Blount and
Hattie Blount.

PETITIONER'S EXHIBIT 1.

P 28178
(2)

LOUIS P. BOLOGIANO
ATTORNEY AND COUNSELLOR AT LAW
743-753 CALVERT BLDG.
BALTIMORE, MD.

State of Maryland, City of Baltimore, ss:

I HEREBY CERTIFY, that on this 12th day of May in the year one thousand nine hundred and twenty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas Blount and Hattie Blount, his wife, the Mortgagor named in the foregoing Mortgage and severally acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared John E. Bevans

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

AS WITNESS my hand and Notarial Seal.



George W. Parkers
Notary Public.

1 Liber
Short Assign
S. Elmer Parks
to
Annelia Lockner

Ent. Indx.
Ver. Wik.
Ver. Indx.
Ver. Liber.

1279
3

RECEIVED FOR RECORD
JAN 23 1924 AT 1:30 O'CLOCK,
P.M. SAME DAY RECORDED IN LIBER
S. C. L. No. 3858 FOLIO 641
Land
ONE OF THE RECORDS OF
BALTIMORE CITY AND EXAMINED
PER CLERK
Stephen C Little

30

75

For Value Received I hereby assign
the within mortgage to S. Elmer Parks
as witness my hand and seal this 27th day
of October 1922.
S. Elmer Parks
Sweethearts
For Value Received I hereby assign the
within mortgage to Annelia Lockner as witness
my hand and seal this 23rd day of January 1924
S. Elmer Parks
Sweethearts

State of Maryland, City of Baltimore, ss:

I HEREBY CERTIFY, that on this 12th day of May in the year one thousand nine hundred and twenty-two before me, the subscriber, a Notary Public

of the State of Maryland, in and for the City aforesaid, personally appeared Thomas Blount and Hattie Blount, his wife, the Mortgagor named in the foregoing Mortgage and severally acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared John E. Bevans

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

AS WITNESS my hand and Notarial Seal.



George W. Blount
Notary Public.

John E. Bevans
S. Elmer Parks

1279
2

Presented for Record,
at 1:34 o'clock,
on May 22 1922, recorded in Liber
3858 folio 248 cc.
Land Records of
City and examined,
Stephen C Little Clerk

Int. Div. 6
Ext. Indx. 6
Ver. Bk. 6
Ver. Indx. V-R
Ver. Libr. 6

134 754

For Value Received I hereby assign
the within mortgage to S. Elmer Parks
as witness my hand and seal this 2nd day
of October 1922.
Sgt.
George W. Blount
Notary Public
For Value Received I hereby assign the
within mortgage to Charles Jackson as witness
my hand and seal this 23rd day of January 1924
Sgt.
John E. Bevans
Notary Public

State of Maryland, City of Baltimore, ss:

I HEREBY CERTIFY, that on this 12th day of May in the year one thousand nine hundred and twenty-two before me, the subscriber, a Notary Public

of the State of Maryland, in and for the City aforesaid, personally appeared Thomas Blount and Hattie Blount, his wife,

the Mortgagee named in the foregoing Mortgage and severally acknowledged the foregoing Mortgage to be their ^{respective} act. At the same time also appeared John E. Bevans

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

AS WITNESS my hand and Notarial Seal.



George Stephen Little
Notary Public.

MORTGAGE

FROM

Thomas Blount and

Hattie Blount, his wife

TO

John E. Bevans.

BLOCK NO. 1279

Received for Record MAY 12 1922 192...
at 307 o'clock P M. Same day recorded
in Liber S. C. L. No. 3858 Folio 246
&c., one of the Land Records of Baltimore
City and examined per
Stephen C. Little Clerk.
Cost of Record, \$.....

The Daily Record Co., Print., Balto., Md.

1850 307 400

*For Value Received I hereby assign
the within mortgage to J. E. Bevans partner
as witness my hand and seal this 12th day
of October 1922.*
John E. Bevans
Suzetta Stephens
*For Value Received I hereby assign the
within mortgage to Corelia Jackson as witness
my hand and seal this 23rd day of January 1924*
John E. Bevans
Suzetta Stephens

This Mortgage, Made this 12th day of May

in the year one thousand nine hundred and twenty-two by and between Thomas Blount
and Hattie Blount, his wife,

of the City of Baltimore, in the State of Maryland, of the first part, and John E. Bevans, of

said City and State, party - - - - - of the second part

WHEREAS the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of four hundred dollars (\$400.00) being the balance of the purchase money of and for the property hereinafter described, (which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore City prior hereto was granted and assigned by the said party of the second part to the said parties of the first part) to be repaid, with interest, in the meantime, monthly at the rate of six per centum per annum, - one year from the date hereof, and the said parties of the first part for the principal of said loan have passed to the said party of the second part, their joint and several negotiable promissory note for four hundred dollars (\$400.00) - - - - - bearing even date herewith and payable in gold coin of the United States of the present standard of weight and fineness to the order of the said party of the second part;

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto, that the re-payment of the same and the interest to accrue thereon, and of all taxes, assessments, public dues and charges, levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt and interest secured by this mortgage, should be secured by the execution of these presents.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part

do grant and assign unto the said party of the second part,

his - - - - - executors, administrators and assigns,

all - - - that - - - lot or parcel of ground situate and lying in the City of Baltimore aforesaid and described as follows, to wit:—Beginning for the same, on the West side of Eden Street, at the distance of thirty-one feet, Northerly from the Northwest corner of Eden and McElderry Streets, and at the Southeast corner of the house on the lot now being described, and running thence Northerly, bounding on Eden Street fifteen feet, to a lot leased by James G. Hammer, et al., to Frederick Winehard, thence Westerly, bounding on the said lot, parallel with McElderry Street, eighty feet, more or less, to a twenty foot alley, now known as Hubbard Alley or McElderry Court, thence South, bounding on said alley fifteen feet, thence by a straight line, parallel with McElderry Street, eighty feet, more or less, to the place of beginning.

...of the said lot or parcel of ground, with the improvements and appurtenances aforesaid unto the said party of the second part, his

executors, administrators and assigns for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of eighteen dollars and seventy-five cents, payable annually on the first day of December in each and every year.

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

To have and to hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid unto the said party of the second part, his

executors, administrators and assigns for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of eighteen dollars and seventy-five cents, payable annually on the first day of December in each and every year.

Provided, that if the said parties of the first part, their

executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of *four hundred*

dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid *and all covenants of said prior mortgage* and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said parties of the first part

do hereby declare their assent to the passing of a decree by the **Circuit Court of Baltimore City** or the **Circuit Court No. Two of Baltimore City**, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Sections 720 to 732, inclusive, of the Laws of Maryland, passed at the January session in the year 1898, or any supplements or additions thereto. And in case of any default being made in the payment of the aforesaid mortgage debt, principal or interest, in whole or in part at the time or times limited and mentioned for the payment of the sum as aforesaid, or in case any default being made in any covenant or conditions of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be deemed due and payable, and sale of said mortgaged property may be made by the trustee or trustees named in such decree as may be passed, as aforesaid, for the sale of said property; or upon any such default, as aforesaid, a sale may be made by the said party of the second part, his executors, administrators or assigns, or by **Louis P. Bolgiano**

his or their duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code, (1904) Public General Laws, or under any other General or Local Law of the State of Maryland, relating to Mortgages. And upon any sale of said property, under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, and a reasonable attorney's fee to the attorney instituting or conducting the foreclosure proceedings; second, to the extinguishment of all claims of the party of the second part, his

executors, administrators or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said parties of the first part their executors, administrators or assigns.

And it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least *Three thousand* dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the said party of the second part to the extent of his lien or claim thereunder.

Witness the hands and seals of said parties of the first part the day and year first above written.

TEST:

George Hoffenberg

Thomas Blount (Seal)

Hattie Blount (Seal)

(Seal)

Circuit Court

2
65

1925 B No. Docket

Amelia Lackner
vs. Assignee

Thomas Blount and
Hattie Blount

Decree for Sale of Mortgage Premises

B 28178

B No.

3
Filed, 3 January 1925

Amelia Lackner
assignee

vs

Thomas Blount and

Hattie Blount

IN THE
Circuit Court

—OF—

BALTIMORE CITY

November Term, 1924

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 ^{3^d} day of ~~December~~ *January* in the year nineteen hundred and ~~twenty-four~~ *twenty-five* by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED**, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Louis P. Bolgiano

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

One thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in

him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in 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 personal representatives or assigns the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged

his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim duly verified by affidavit, as required by law, be filed in said cause.

Charles F. Swan

65B folio 2

B 28178

CIRCUIT COURT

v
19. 25 Blou⁵ No. 1 Docket

Amelia Lackner, Assignee
vs.

Thomas Blount
and
Hattie Blount

Statement of Mortgage Claim

CHAS. R. WHITFORD, Clerk.
Please file

B 28178

B. No. _____

5

Filed *28 Jan* 19 *25*

Amelia Lackner
Assignee

vs.

Thomas Blount

Hattie Blount

IN THE
Circuit Court
OF
BALTIMORE CITY

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Amelia Lackner under mortgage dated May 12th, 1922, from Thomas Blount and Hattie Blount, his wife, to John E. Bevans, recorded among the Land Records of Baltimore City in Liber S. C. L. No. 3858 folio 246 &c., and assignment ^{trust} to S. Elmer Parks and Amelia Lackner, dated October 27th, 1922, and January 23rd, 1924, and recorded as aforesaid in Liber S. C. L. No. 3858 folio 248 and 3858 folio 641, respectively.

Mortgage loan\$400.00
Interest from October 12th, 1924, to February 2nd, 1925 7.67
Total\$407.67

S. Elmer Parks
Atty for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 27th day of January - - - - - in the year nineteen hundred and twenty-five - - - - ; before me, a Justice of the Peace of the State of Maryland, in and for said City of Baltimore, personally appeared Amelia Lackner, Assignee - - - - -

the plaintiff in the above entitled case, 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.

Robert G. Jones
Justice of the Peace

2
1928 B No. 65 Docket

Amelia Lackner
Assignee
vs.

Thomas Blount and
Hattie Blount

REPORT OF SALE

Mr. CHARLES R. WHITEFORD, Clerk,
Please file

B 28188

No.

(6)

Filed

3 Feby 1925

Amelia Lackner
Assignee

vs.

Thomas Blount and
Hattie Blount

IN THE
Circuit Court
OF
BALTIMORE CITY

To The Honorable

Judge of the Circuit Court of Baltimore City:

The Report of Sale of Louis P. Bolgiano - - - - -
Trustee appointed by the decree in the above entitled cause, to make sale of *the leasehold*
properties - - - - -

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 2nd day of February, 1925, at Two o'clock P.M., attend ~~on the premises and then and there sold~~ at the Real Estate Board Rooms No. 7, St. Paul Street, ~~and at Public Auction~~ and then and there sold the ^{said} property which is more particularly described in the advertisement hereto annexed as part hereof unto William E. Ridgely, at and for the price of Eleven hundred dollars, he being then and there, at that price, the highest bidder therefor.

Louis P. Bolgiano, Solicitor,
Calvert Building.

TRUSTEE'S SALE

OF

VALUABLE

LEASEHOLD PROPERTY

No. 604 N. EDEN STREET and

No. 603 HUBBARD ALLEY

By virtue of a decree of the Circuit Court of Baltimore City, the undersigned, Trustee, will sell by public auction, at the Real Estate Board Rooms, 7 St. Paul street (8th floor), on

MONDAY, FEBRUARY 2, 1925,
AT 2 O'CLOCK P. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS situate and lying in the City of Baltimore, and described as follows:

Beginning for the same on the west side of Eden street at the distance of thirty-one feet northerly from the northwest corner of Eden and McElderry streets and running thence northerly bounding on Eden street fifteen feet thence westerly parallel with McElderry street eighty feet more or less to a twenty-foot alley now known as Hubbard alley or McElderry Court thence south bounding on said alley fifteen feet thence by a straight line parallel with McElderry street eighty feet more or less to the place of beginning. Ground rent \$18.75, and improved by TWO TWO-STORY BRICK DWELLINGS.

The above property will be sold subject to a prior mortgage, the exact amount due thereon will be announced at time of sale.

Terms of Sale: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from day of sale, and to be secured to the satisfaction of the Trustee.

All expenses, including special paying tax, if any, to be adjusted to day of sale.

A deposit of \$200 will be required of the purchaser at the time and place of sale; balance of the purchase money to bear interest from day of sale to day of settlement.

LOUIS P. BOLGIANO,
Trustee.

Louis P. Bolgiano
Trustee.

City of Baltimore, Sct:

that on this - - - 3rd - - day of - - February - - 1925,

a Notary Public of the State of Maryland, in and for the City

personally appeared Louis P. Bolgiano - - - - -

- - - - - Trustee and made Oath that the

ing Report of Sale are true, as therein set forth, and that the sale

ly made.

As witness my hand and Notarial Seal,

George Hoffstedt
Notary Public.

2 B65 Ct. Ct.
1975 No. Docket

Lackner
vs assignee
Blount
etal

ORDER NISI ON REPORT OF SALES

B 28188
No.

7
Filed 3 July 19 25

[Order Nisi]

Amelia Lackner

Assignee

vs.

Thomas Blount and
Hattie Blount

IN THE
Circuit Court
OF
BALTIMORE CITY

3rd

ORDERED, by the Circuit Court of Baltimore City this _____ day
of February 1925, that the _____ Sale of the
property mentioned in these proceedings, made and reported by _____

Louis P. Bolgrano

_____ Trustee,
be **RATIFIED AND CONFIRMED**, unless cause to the contrary thereof be shown on or
before the 7 day of March 1925 Provided, a copy of
this order be inserted in some daily newspaper printed in Baltimore City, once in each of
three successive weeks, before the 28 day of February 1925.

The Report states the amount of _____ sale to be
\$ 1100⁰⁰

Charles H. Hulford Clerk.

True Copy.

Test: _____ Clerk.

IN THE CIRCUIT COURT OF
BALTIMORE CITY. Docket 65-B,
folio 2.

B

AMELIA LACKNER, Assignee

vs.

THOMAS BLOUNT, and
HATTIE BLOUNT, his wife

Whison

PETITION AND ORDER OF COURT
THEREON.

Mr. Clerk!

Please file.

R. Legare Webb
Attorney for Petitioner

B 28178
(8)
Oct 9 July 1925

AMELIA LACKNER, Assignee : IN THE
 : CIRCUIT COURT OF
 vs. : BALTIMORE CITY
 THOMAS BLOUNT, and :
 HATTIE BLOUNT, his wife. : Docket 65B-folio 2.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John E. Bevans respectfully shows unto Your Honor:

FIRST: That the property mentioned in the proceedings in this cause was sold under a Decree of this Court by Louis P. Bolgiano, Trustee named in said Decree.

SECOND: That Your Petitioner is the holder of two judgments against the Defendants in the above entitled cause aggregating Eighty Dollars (\$80) and Two Dollars (\$2) costs, with interest from the twenty-first day of November A.D. 1924, which judgments have been duly recorded and are attached hereto, marked "Petitioner's Exhibit Nos. 1 and 2.

WHEREFORE, Your Petitioner prays the court to pass an Order directing the Auditor in stating his account in this cause to allow to your Petitioner the amount of his judgment together with costs and interest thereon from the said date, after the expenses, court costs and the mortgage claim filed in the case have been paid.

AND, as in duty bound, etc.


Attorney for Petitioner

Upon the foregoing Petition and exhibits it is this th 9th day of February A.D. 1925, by the Circuit Court of Baltimore City, ORDERED that the Auditor in stating his account in the above entitled cause, be and he is hereby ordered and directed to allow to John E. Bevans, the above named Petitioner the sum of Eighty Dollars (\$80) with interest from November 21st. A.D. 1924, being the amounts of two judgments held by the said Petitioner against the Defendants herein and Two Dollars (\$2.00) costs, after provision has been made for the payment of the court costs and expenses of this case, and the payment of the mortgage claim as filed herein, subject, however, to the usual exceptions.

George A. Salt

JUDGMENT BY CONFESSION

ACTION--DEBT *Contract*

Before Justice of the Peace

JACOB RAB

State of Maryland, }
City of Baltimore, } Sct.

Baltimore, Md., *Nov. 21* 192*4*

.....
John E. Bewans
.....
UP:
.....
Thomas Blount and
Hattie Blount his wife
.....

Defendants appeared by *E. G. Cook Attorney in fact* who made affidavit that *\$500⁰⁰* is the correct amount due, and filed *promissory note with* written order authorizing entry of judgment by way of confession and confessed judgment in favor of the plaintiff for ~~one hundred~~ *Fifty* dollars and costs, together with waiver of right to exemption upon execution thereon.

Judgment in favor of the plaintiff for ~~one hundred~~ *Fifty* dollars debt, current money, with interest from date, untill paid, and one dollar costs, together with waiver of right to exemption upon execution thereon.

Witness my hand and seal

Jacob Rab J. P. (Seal)

\$1.00 costs paid by Defendants

True Copy—Test: *Jacob Rab* J. P. (Seal)

"PETITIONER'S EXHIBIT NO. 1"

JUDGMENT BY CONFESSION

before Justice of the Peace

JACOB BARR

CAUTION--DEBT.

State of Maryland
City of Baltimore

Jacob Barr

1924

MAGISTRATE JUDGEMENT

John E. Evans

vs

Thomas Blount
and wife

RECEIVED FOR RECORD
NOV 22 1924 AT O'CLOCK,
M. SAME DAY RECORDED IN LIBER
S. C. L. No. 97 FOLIO 60 & C
ONE OF THE m J RECORDS OF
BALTIMORE CITY AND EXAMINED
PER

Stephen Little CLERK
60

JUDGMENT BY CONFESSION

ACTION--DEBT *Contract*

Before Justice of the Peace

JACOB RAB

State of Maryland, }
City of Baltimore, } Sct.

Baltimore, Md., *Nov. 21st* 192*4*

John E. Bavans
vs
Thomas Blount and
Matthie Blount his wife

Defendents appeared by *E. E. Scott attorney in fact* who made affidavit that *\$300⁰⁰* is the correct amount due, and filed *arbitrary state order* written order authorizing entry of judgment by way of confession and confessed judgment in favor of the plaintiff for *thirty* ~~one hundred~~ dollars and costs, together with waiver of right to exemption upon execution thereon.

Judgment in favor of the plaintiff for *thirty* ~~one hundred~~ dollars debt, current money, with interest from date, untill paid, and one dollar costs, together with waiver of right to exemption upon execution thereon.

Witness my hand and seal

Jacob Rab J. P. (Seal)

\$1.00 costs paid by Defendents

True Copy—Test: *Jacob Rab* J. P. (Seal)

"PETITIONER'S EXHIBIT NO. 2"

JUDGMENT BY CONFESSION

MAGISTRATE JUDGMENT

John E. Brown

vs

Thomas Blount
and wife

Before Justice of the Peace

ACTION--DIRE

JACOB HARR

RECEIVED FOR RECORD
NOV 22 1924 AT O'CLOCK,
M. SAME DAY RECORDED IN LIBER
S. C. L. No. 97 FOLIO 60 & C
ONE OF THE RECORDS OF
BALTIMORE CITY AND EXAMINED

Stephen B. Little

CLERK

60

Ad 10 00
blk 21 75

B IN THE
CIRCUIT COURT OF BALTIMORE
CITY.

65 2/19 25

AMELIA LACKNER
Assignee
Vs.

THOMAS BLOUNT and
HATTIE BLOUNT.

APPEARANCE.

B 28178

MR. CLERK

PLEASE FILE.

Davis Evans

Attys for defendant
THOS. BLOUNT.

J. STEWARD DAVIS.

ATTORNEY AT LAW

215 SAINT PAUL PLACE

BALTIMORE, MD.

fd 21 Feb 1925

AMELIA LACKNER
Assignee

VS.

THOMAS BLOUNT and

HATTIE BLOUNT.

:
:
:
:
:


IN THE

CIRCUIT COURT OF

BALTIMORE CITY

Mr. CLERK:

please enter our appearance for one of the defendants,
Thomas Blount,, in the above entitled case.


Attys. for Defendant, Thos. Blount.

1925

B Docket No. *65*

Lackner

vs.

Lackner

Certificate of Publication

B-28178
(10)

THE DAILY RECORD

Filed *9* day of *March* 1925

THE DAILY RECORD

Baltimore, FEB 1 1925, 192...

We hereby certify that the annexed advertise-

ment of Order Wisi Circuit Court

of Baltimore City, Case of

Amelia Lackner, assignee
vs Thomas Blount & Hattie Blount

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
28th day of February, 1925

First insertion Feb 3th, 1925

THE DAILY RECORD

Per W. Hubel

Louis P. Bolgiano, Solicitor,
Calvert Building.

IN THE CIRCUIT COURT OF BALTI-
MORE CITY—(E-2-1925)—Amelia Lack-
ner, assignee, vs. Thomas Blount and Hat-
tie Blount.

Ordered by the Circuit Court of Balti-
more City this 3rd day of February, 1925,
that the report of sale of the property men-
tioned in these proceedings, made and re-
ported by LOUIS P. BOLGIANO, trustee,
be ratified and confirmed, unless cause to
the contrary thereof be shown on or before
the 7th day of March, 1925; provided, a
copy of this order be inserted in some daily
newspaper printed in Baltimore City, once
in each of three successive weeks before the
28th day of February, 1925.

The report states the amount of sale to
be \$1,100.

CHAS. R. WHITEFORD, Clerk.
True Copy—Test: CHAS. R. WHITEFORD, Clerk.
\$5.12.19

7 Mar

SD 1000
6

CIRCUIT COURT

19 _____ No. _____ Docket _____

Lackner
vs. assignee

Blount
et al

Final Order of Ratification on
Trustee's Report of Sale

Order _____ day of _____ 19 _____

B-28178
No. 111

Filed 9 day of March 1955

Amelia Lackner
Assignee
vs.
Thomas Blount and
Hattie Blount

IN THE
CIRCUIT COURT
OF
BALTIMORE CITY

March
~~January~~ Term, 1925

ORDERED BY THE COURT, This 9th

day of March 1925 that the _____ sale made and reported by the

Trustee on February 3. 1925

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

George A. Talbot

2
1925 B

May 2

No. Docket

CIRCUIT COURT

paid

Julius Lackner
Assignee

vs.

Thomas Blount, and
Hattie Blount, his
wife

AUDITOR'S REPORT AND ACCOUNT.

Order nisi *2 April* 19 *25*

Final Order *2 May* 19 *25*

3/13/25
No 28178 B
(12)
L. J. Dapne
Filed, _____ 19 *25*

In the Circuit Court of Baltimore City.

21 day of *April* 19 *25*,

ORDERED BY THE COURT, This 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.

Chas. F. Whiteford, Clerk

In the Circuit Court of Baltimore City.

24 day of *May* 19 *25*,

ORDERED BY THE COURT, This 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.

Charles F. Steen

In the Case of

AMELIA LACKNER, ASSIGNEE

vs.

THOMAS BLOUNT and

HATTIE BLOUNT, HIS WIFE.

IN THE

Circuit Court

OF

BALTIMORE CITY

To the Honorable George A. Solter, 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, three days,

Respectfully submitted,

Edw. H. [Signature]

A u d i t o r.

Dr. The Mortgaged Estate of Thomas Blount, et al, In Account

To the Trustee for his commis-
sion \$1100.00 sale, contra, \$ 84.00
A n d on \$9.60 collections
@ 5%, .48

84.48

To the Trustee for the Court costs
of this Proceeding :

-viz-

Plff. Sol., 10.00
Clerk, 21.75
Order Nisi, 6.00
Auditor for this Account, 13.50
Auditor for Notices, .50

51.75

To Louis P. Bolgiano, Esquire,
for his services in conducting
this Proceeding as per terms of
the Mortgage, 25.00

To the Trustee for the following
Expenses as reported to the Auditor :

-viz-

E. T. Newell & Co., Auctioneers, \$ 27.00
Use of Real Estate Board Room, 3.00
Advertising in "The Daily Record") 50.37
New Amsterdam Casualty Co., Bond, 5.00
1925, Taxes, 1 month, 2 days, 5.70
1925 Water Rent, " " 1.41
Ground Rent, 2 months, 2 days, 1.66
1/2 Revenue Stamp on Deed, .75

94.89

With

Louis P. Bolgiano, Trustee,

Cr.

SI.8888

To am't of 'rd of

By Amount of sale of lease-hold

property: Nos. 604 North Eden Street
& 603 Hubbard Alley, as per Trustee's
Report of Sale filed herein on 3rd

February 1925,

\$1100.00

87.819

By Amount of Interest collected
on balance of purchase money
as reported to the Auditor,

9.60

00.08

00.00

00.00

00.48

07.888

08.80118

Forward,

\$1109.60

-2-

To am't br't forward,		\$256.12
	By amount of sale of leasehold	
To Mortgagee in full for	Property: Nos. 604 North Main Street	
Claim filed herein,	& 608 Hubbard Alley as per Trustee's	\$407.67
Interest,	Report of Sale filed herein on 3rd	6.11
	February 1925	
		<u>413.78</u>
To John E. Bevans,	By amount of interest collected	
(R. Legare Webb, Atty..)	on balance of purchase money	
for his judgment claims herein	as reported to the Auditor	
as per Order of Court dated		
9th February 1925,		80.00
Interest thereon from November		
21, 1924,		2.00
Costs,		2.00
		<u>84.00</u>
To balance to Mortgagors,		355.70

By am't br't forward,

\$1109.60

CIRCUIT COURT

ADMINISTRATIVE REPORT AND ACCOUNT

Order filed

Transit Order

1932

1932

In the Circuit Court of Baltimore City
Ordered by the Court, this _____ day of _____ 1932
that the foregoing Report and Account be read and contained as stated and reported by the Auditor unless cause to the contrary be shown within ten days of this date.

In the Circuit Court of Baltimore City
Ordered by the Court, this _____ day of _____ 1932
that the foregoing Report and Account be read and contained as stated and reported by the Auditor unless cause to the contrary be shown within ten days of this date.

\$1109.60