Queen Anne's County, to wit; Be it Remembered that on the 12th day of October, in the year 1920, Order to Docket Suit was filed for Record, to wit:

H.B.W.Mitchell, Attorney	)	In the Circuit Court for
named in Mortgage,	)	Queen Anne's County, in
vs.	)	Equity.
Milton Lee Roe and Mary E. Roe,	)	
his wife.	)	

J. Fletcher Rolph, Clerk:

You will docket suit as per above titling and file certified copy of mortgage from Milton Lee Roe and Mary E. Roe, his wife, to Mary M. Comegys, dated the 30th.day of November, nineteen hundred and fifteen, and recorded in Liber W.F.W. No. 8 folio 153 &c., a land record book for Queen Anne's County.

H.B.W. MItchell

Attorney.

Certified Copy of Mortgage filed October 12th, 1920:

Queen Anne's County to wit: Be it remembered that on the first day of December, in the year nineteen hundred and fifteen, the following mortgage was brought to be recorded. to wit:

This mortgage made this 30th day of November, in the year nineteen hundred and fifteen, by Milton Lee Roe and Mary Roe, his wife of Queen Anne's County, in the State of Maryland.

WHEREAS, said Milton Lee Roe and Mary E. Roe, his wife, are jointly and sevarllyy indebted unto Mary M. Comegys, of said county and state, in full and just sum of two thousand dollars for money this day loaned and advanced by said Mary M. Comegys unto said Milton Lee Roe for the purpose of completing the payment of the purchase money for the land and premises hereinafter described and mortgaged, which said sum of two thousand dollars has been applied by said Milton Lee Roe to the completion of the payment of said purchase money, for which said principal sum the said Milton lee Roe and Mary E. Roe his wife, have drawn and passed unto said Mary M. Comegys their promissory note of even date herewith for said sum of two thousand dollars, said note being endorsed upon its face: "Secured by mortgage of even date herewith", and payable at the Centreville National Bank of Maryland, three years after date, and for the interest to accrue on said principal sum the said Milton Lee Roe and Mary E. Roe, his wife, have drawn and passed unto said Mary M. Comegys, their six other promissory notes dated and endorsed as aforesaid and payable at the aforesaid bank, six, twelve, eighteen, twenty-four, thirty and thirty six months after date, respectively, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THIS MORTGAGE, WITNESSETH: That for and in consideration of the premises and the sum of one dollars, the payment thereof being hereby acknowledged, the said Milton Lee Roe and Mary E. Roe, his wife, do hereby grant and convey unto Mary M. Comegys, her heirs and assigns, all that tract, part of a tract and parcel of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Anne's County aforesaid, on the North side of the public road leading from Perry's Corner to Winchester, in or near the village of Perry's Corner, known as "The Carmichael Tract" or "Jay Bird" or by whatsoever name or names the same may be called or known, adjoining the land of William J. Price and others, containing ninety five acres of land, more or less, and being the same land as that described in a deed of even date herewith from Milton Horney and Hettie L. Horney, his wife, to said Milton Lee Roe, and recorded in Liber W.F.W. No.8, a land record book for Queen Anne's County, immediately preceeding these presents.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonginh, or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND, it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Milton Lee Roe or Mary E. Roe, their or either of their heirs, executors, administrators or assigns shall well and truly pay to the sadd Mary M. Comegys, her executors, administrators or assigns the aforesaid sum of two thousand dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed then this mortgage shall be void; and until default be made in the premises the said Milton Lee Roe, his heirs and assigns shall possess the property.

AND the said Milton Lee Roe and Mary E. Roe for themselves their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep incured, the improvements on said premises to the amount of, at least, their insurable value in some company or companies approved by the said Mary M. Comegys, her administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her executors, administrators, or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debts, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Mary M. Comegys, her executors, administrators or assigns, or H.B.W. Mitchell, her and their hereby duly constituted Attorney for the purpose, are hereby authorized and

empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale of advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses indident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne'd County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said Milton Lee Roe or whoever may be entitled to same.

And, it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Mary M. Comegys, her executors, administrators, or assigns, or H.B.W. Mitchell, her and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness be accompanied by the payment ofall expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Milton Lee Roe and Mary E. Roe, for themselves, their heirs, executors, administrators, and assigns, hereby covenant to pay.

Witness our hands and seals

MILTON L. ROE, (SEAL)

MARY E. ROE, (SEAL)

Witness:

John F. Quail

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 30 day of November in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Milton Lee Roe and Mary E. Roe, his wife, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed.

JOHN F. QUAIL

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this first day of december, nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared H.B.W. Mitchell, the agent of Mary M. Comegys, the foregoing mortgagee, and made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth and at the same time also made oath that he was the agent of said Mary M. Comegys, Mortgagee, and duly authorized to make these affidavits.

Wm. E. THOMPSON.

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W. No.8, Folio 153 &c., a Land Record Book for Queen Anne's County.

In testimony, whereof, I have hereunto subscribed my name and affix the seal of the Circuit Court for Queen Anne's County, this twelfth day of October 1920.

J.F. Rolph Clerk

BOND FILED OCTOBER 12TH 1920

KNOW ALL MEN BY THESE PRESNET thAt we, H.B.W. Mitchell, as principal, and William T. Bishop, and Eugene L. Dudley, as surety, of Queen Anne's County, State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars current money, to be paid to said State or its certain attorney. To which payment well and truly to be made and doen we bind ourselves, our and each of our heirs, personal pepresentatives and assigns, jointly and severally firmly by these presents, Sealed with our seals and dated this twelfth day of October, in the year nineteen hundred and twenty.

WHEREAS the said H.B.W. Mitchell the attorney named in said Mortgage, is about to execute the power of sale contained in the mortgage from Milton Lee Roe and Mary E. Roe, his wife, to Mary M. Comegys, dated the thirtiethhday of November, nineteen hundred and fifteen, and recorded in Liber W.F.W. No.8 folio 153, a land record book for Queen Anne's County.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden the said H.B.W. Mitchell, do and shall abode by and perform any order or decree of any court of equity in relation to the mortgaged property or the proceeds arising therefrom then this obligation to be void, otherwise to be and remain in full force and virtue in law.

H.B.W. Mitchell (SEAL)

Sealed, signed and delivered in the presence of

William T. Bishop (SEAL)

K.E. Rhodes

Eugene L. Dudley (Seal)

H.B.W. Mitchell, Attorney named in Mortgage,	)	In the Circuit Court for
vs	)	Queen Anne's County,
Milton Lee Roe, and Mary E. Roe, his wife, Mortgagors.	)	in Equity. No. 2361

To the honorable, the Judges of said Court:

The report of Sale of H.B. W. Mitchell, the Attorney named in the mortgage from Milton Lee Roe and Mary E. Roe, his wife, to Mary M. Comegys, dated the 30th day of November, nineteen hundred and fifteen, to make sale in the event of default in said mortgage, a certified copy of said mortgage being filed in these proceedings, default having occured in the terms and conditions of said mortgage by reason of nonpayment of the interest on the principal debt secured by said mortgage, taxes and insurance, in execution of the power of sale contained in said mortgage, respectfully sets forth:

1. That after giving bond with approved security for the faithful performance of his trust, and after having complied with all the prerequisites required by law and the said mortgage, and after having given notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a news-paper printed and published in Queen Anne's County, Maryland, for more that twenty days previous to the day of sale, did, pursuant to said advertisement, attend in front of the Court House door, Centreville, Maryland, on the twelft h day of October, nineteen hundred and twenty, between the hours of 1,30 and 2,00 o'clock P.M. and then and there proceeded to sell said property in said mortgage described, being all that tract, part of a tract and parcel of land situate, lying and being in second precinct of The Fifth Election District of Queen Anne's County aforesaid, on the north side of the public road leading from Perry's Corner, known as "The Carmichael TracT" or "Jay Birds" or by whatsoever name or names the same may be called or known, containing ninety five acres of land, more or less, and being the same land as that described in a deed of November the thirtieth, nineteen hundred and fifteen, and recorded in Liber W.F.W. No.8, folio 152, a land record book for Queen Anne's County, and sold the same to Eugene L. Dudley, he being then and there the highest bidder therefor, at and for the sum of $26.25 per acre, aggregating for the entire tract of ninety five acres of land, more or less, twenty four hundred and ninety three dollars and seventy five cents ($2493.75).

2. in addition to the advertised terms of the sale, the said Attorney announced at the time of said sale that the crops on said farm, with the exception of the coarse fodder, were reserved; that the taxes for the year nineteen hundred and twenty would be paid out of the proceeds of the sale; that the purchaser would have the privilege of seeding wheat and doing necessary fall work and would get actual possession on the first of January, nineteen hundred and twenty one.

3. The purchaser has not yet complied with the terms of sale but your said Attorney feels satisfied that he will do so on or before the time of ratification of said sale.

All of which is respectfully submitted.

H.B.W. Mitchell

Attorney Named In Mortgage.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this twefth day of October, in the year nineteen hundred and twenty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H.B.W. Mitchell, Attorney named in said Mortgage, and made oath that the matters and things set forth in the within and aforegoing Report of Sale were true as therein stated and that the sale was fairly made.

J.F. Rolph

Clerk of the Circuit Court for Queen Anne's County.

ORDERED, this twenty fourth day of January, nineteen hundred and twenty one, by the Circuit Court, for Queen Anne's County in Equity, that the sale reported in the aforesaid cause of H.B.W. Mitchell, Attorney named in Mortgage, vs. Milton Lee Roe and Mary E. Roe, his wife, No,2361, 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 in accordance with the preceding Order Nisi. The attorney vendoe is allowed the commissions provided in said mortgage and all expenses not personal, upon producing the proper vouchers therefor before the Auditor.

Philemon B. Hopper

Filed January 24th, 1921.

NISI RATIFICATION OF AUDIT

H.B.W. Mitchell, Attorney named in Mortgage	)	In the Circuit Court for Queen Anne's County
VS.	)	In Equity
Milton Lee Roe et al.	)	Case No. 2361

ORDERED, This 3rd day of February in the year nineteen hundred and Twenty one that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of february 1921; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of february 1921 in some newspaper printed and published in Queen Anne's County.

J.F. Rolph Clerk

Filed february 3rd_ 1921.

MORTGAGE SALE OF FARM

Under and by the virtue of the power of sale contained in the mortgage from Milton Lee Roe and Mary E. Roe, his wife, to Mary M. Comegys, dated the 30th day of November, 1915, and recorded in Liber W.F.W. No.8 folio 153, a land record book for Queen Anne' County,default having occured in the terms and conditions of said mortgage, the undersigned, being the attorney named in said mortgage, to make sale in case of defaulty, will sell at public auction in front of the Court House Door in Centreville, Maryland on Tuesday, Oct. 12, 1920 between the hours of 1.30 o'clock P.M. and 2.00 o'clock P.M. the following real estate to wit:

All the farm and tract of land known as "The Carmichael Tract" of "Jay Birds" situated at or near perry's Corner in the Fifth Election District of Queen Anne's County on the North side of the public road leading from Perry's Corner to Winchester, adjoining the land formerly owned by William J. price, late of Queen Anne's County, deceased, and the lands of others.

Containing 95 Acres of Land more or less. This land is improved by dwelling house and necessary farm buildings.

TERMS OF SALE:- One third of purchase money to be paid in cash on the day of sale, and the balance in two equal installments of one and two years from the date of sale, or all cash at the option of the purchaser. All deferred payments to bear interest from the day of sale and to be secured on notes of the purchaser to the satisfaction of the undersigned. A payment of $750.00 in cash will be required at the time of the sale. Revenue stamps andtitle papers to be at the expense of the purchaser; further particulars made known at the time of the sale.

H.B.W. Mitchell, Atty
Named in Mortgage.

T. Frank Seward, Auct.

The CENTREVILLE OBSERVER.

Centreville Md., Oct.12, 1920

The Centreville Observer Publishing Co. hereby certfies Mortgage sale of real estate in the case of Milton Lee Roe and Mary E. Roe, his wife vs Mary M. Comegys a true copy of which is hereto annexed was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 12th day of October in the year 1920.

The Centreville Observer Co.
By. W. J. price Jr.

NISI

H.B.W. Mitchell, Attorney named in Mortgage	)	In the Circuit Court
VS.	)	for Queen Anne's County
Milton Lee Roe and Mary E. Roe, his wife, Mortgagors.	)	In Equity
	)	Chancery No. 2361.

ORDERED this 12th day of October A.D. 1920, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of December, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th day of November next.

The Report states the amount of sales to be $2493.75

J. F. Rolph Clerk

Filed October 12th, 1920.

THE CENTREVILLE RECORD.

Centreville Md. Jan. 24th, 1921

The Centreville Record Publishing CO., hereby certifies that the Order Nisis in the case of H.B.W. Mitchell, attorney V.S. Milton Lee Roe and Mary E. Roe, his wife a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 17th day of November in the year 1920.

The Centreville Record Publishing Co.,

By. E.M. Forman

Associate Editor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EUQITY.

H.B.W. Mitchell, Attorney named in Mortgage,	)	Chancery Docket
versus	)	Cause No.
Milton Lee Roe and Mary E. Roe, his wife,	)	2361.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth: That in the within account H.B.W. Mitchell, the party making the sale mentioned in this cause, is charged with the gross amount of the sale made by him, per his report, and is then thereout allowed his commissions, per terms of mortgage and rule of this

Court, on said sale, the costs of advertising the sale and the several orders nisi of the cause, the auctioneer's fee, court costs, taxes paid by him on property assessed to mortgagors, and the auditor's fee. Then there is allowed the balance remaining after these allowances unto the mortgagee on account of the mortgage debt, per statement filed. THis balance so allowed on mortgage debt is not sufficient to pay the mortgage debt in full, and a statement showing the balance due by the mortgages is appended to this account.

Respectfully submitted,

Madison Brown

Feb. 3, 1921. Auditor.

The proceeds of the sale of the mortgaged real estate of Milton lee Roe and Mary E. Roe, his wife, in account with H.B.W. Mitchell, Attorney named in mortgage, party making sale of the mortgaged real estate.

1920 Cr.

Oct.12. By Gross proceeds of the sale of mortgaged real estate, per report of sale filed, to wit: $2493.75

Dr.

" " To H.B.W. Mitchell, party making the mortgage sale, for his commissions, per terms of mortgage $144.72

To do., for costs of advertising notice of sale in Centreville Observer, per account with receipt thereof for same appears, to wit: 38.25

To do., for costs of advertising order nisi as to sale in Centreville record, per receipted account for same appears, to , wit: 5.00

To do., for the amount paid T. Frank Seward for crying sale made, per account with receipt thereon for same appears, to wit: 10.00

To do., for the court costs of this cause per statement, made by the clerk of the court:

Costs of J.F. Rolph Clerk	18.75	
Appearance fee of H.B.W. Mitchell	10.00	28.75

To do., for state and county taxes for year 1919 on land sold, paid by him, per tax statement with receipt thereon appears , to wit: 34.09

To.do., for state and county taxes for year 1919 on personal property of Milton Lee Roe, paid by H.B.W. Mitchell per tax statement with receipt thereon appears, to wit: 9.25

To do., for state and county taxes for year 1920 on property assessed to Milton Lee Roe and wife paid by said H.B.W. Mitchell, per tax statement with receipt thereon appears, to wit: 50.33

To do, for costs of advertising order nisi to be passed as to this account 3.00

To Madison Brown, Auditor, for stating this account		9.00	
To H.B.W. Mitchell, Attorney for collection of said mortgage 5% commissions ob $2161.36 amount applicable to mortgage debt	$108.06		
To Mary M. Comegys, mortgagee, on account of mortgage debt, balance of amount applicable to mortgage debt.	2053.30	2161.36	
		2493.75	$2493.75

STATEMENT OF THE MORTGAGE DEBT.

1920, Oct, 12

Milton Lee Roe and Mary E. Roe, his wife, mortgagors, in account with Mary M. Comegys Mortgagee.

To amount of the mortgage debt on the day of sale mentioned above per statement filed, to wit:	$2335.20
Cr: By the amount applicable thereto from above sale, per above audit.	2161.36
Amount of balance due by said mortgagors on said mortgage,	$ 174.84

Feb. 3, 1921.

Madison Brown

Auditor

ORDERED, this fifth day of March, nineteen hundred aand twenty one, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of the Auditor be, and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given in accordance with the precedinf order of ratification nisi.

The attorney named in mortgage is directed to distribute the proceeds accordingly, with a due proportion of interest to claims and commissions as the same has been or may be received.

Philemon B. Hopper

Filed March 5th, 1921.

NISI RATIFICATION OF AUDIT.

H.B.W. Mitchell, attorney named in
mortgage
vs.
Milton Lee Roe, et al.

In the Circuit Court for Queen Anne's County, in Equity, Case No. 2361.

ORDERED, this 3rd day of February, in the year nineteen hundred and twenty-one that the report and Account filed in these proceedings by Madison Brown, Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of February, 1921; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of february, 1921, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk

TRue Copy-Test:

Filed february 3rd, 1921.

J.F. Rolph, Clerk

THE CENTREVILLE RECORD

Centreville, Md. Mar. 5, 1921

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in the case of Mitchell atty, vs Roe, a treu copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at centreville, Queen Anne's County, Maryland, once a week inreach of two successive numbers before the 21st day of February, in the year 1921.

The Centreville Record Publishing Co.

By. E.H. Brown, Jr.

CHANCERY CASE # 2362

Queen Anne's County, to wit: Be it remembered that on the 12th day of October, 1920 the following Bill of Complaint was filed for record, to wit:

THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, PLAINTIFF_	)	In the Circuit Court for Queen Anne's County
VS	)	
Nannie N. Newnam and Mary N. Newnam, DEFENDANTS.	)	In Equity.

BILL OF COMPLAINT.

To the Honorable, the Judges of said court:

Your orator the Centreville National Bank of Maryland, a body corporate, which sues as well for itself as for all other creditors of Spencer G. Newnam, late of Queen Anne's County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That the said Spencer G. Newnam was, in his lifetime, indebted unto your orator, The Centreville National Bank of Maryland, in the sum of One Hundred and Ninety Dollars upon a certain promissory note, bearing date January 1st, 1920, made and drawn by the said Spencer G. Newnam in the name of and as Warren and Newnam and also in the name of and as S.G. Newnam and payable to your orator, The CenTreville National Bank of Maryland, or its order, six months after said date, at the banking house of your orator; and also was, in his lifetime and at the time of his death, indebted unto your orator upon other promissory notes and upon account, the said promissory note first herein above mentioned being herewith filed marked "Plaintiff's Exhibit No.1.", and prayed to be taken as a part of this Bill of Complaint.

2. ThaT the said Spencer G. Newnam departed this life in or about the month of March, in the year Nineteen HUndred and Twenty, in Baltimore City in the State of Maryland, but being at the time of his death a resident of Queen Anne's County, Maryland, and seized and possessed of the following real estate, to wit:

The Tract of land or farm, commonly called "The Massey Tract", situate in the Second Election District of Queen Anne's County, Maryland, on the East side of the public road leading from Church Hill to "I.B". and Crumpton, composed of tracts called "Ford's Advice","Ashton", &c., containing 309 acres, 2 roods and 24 perches of land, conveyed to the said Spencer G. Newnam by deed from William H. Newnam, dated July 15th, 1908, and recorded in Liber S.S. No. 5, folios 49 &c., a land record book for Queen Anne's County, Maryland.

3. ThaT your orator is advised that the said Spencer G. Newnam left no personal estate applicable to the payment of his debts and no letters of administration upon any personal estate have been issued by the Orphans' Court for Queen Anne's County or by any other Orphans' Court for Queen Anne's County, any your orator is advised and charges that as the said Spencer G. Newnam left no personal estate applicable to or sufficient for the payment of the debts owing by the said Spencer G. Newnam at the time of his death, your orator and the other creditors are entitled to have the debts owing by the said Spencer G. Newnam at the time of his death paid out of the real estate aforesaid of which the said Spencer G. Newnam died seized and possessed.

4. That the said Spencer G. Newnam departed this life intestate, seized and possessed as aforesaid at the time of his death of the aforesaid real estate and leaving surviving him as his only child and only heir at law the Defendant, Mary N. Newnam, and his widow the Defendant, Nannie N. Newnam, both of whom are adults above 21 years of age and reside in Queen Anne's County, Maryland.

5. That there is now and owing unto your orator underthe aforesaid promissory note, herewith filed marked "Plaintiffs Exhibit" No.1." the amount of the face of said note, to wit; the sum of One Hundred and Ninety Dollars, with interest from July 1st, 1920, together with such costs as may be incident to the collection thereof, in addition to other indebtiness due and owing unto your orator and to other creditors by the said Spencer G. Newnam at the time of his death.

6. To the end therefore:

1. ThaT the real estate of the said Spencer G, Newnam, deceased, mentioned and described in this Bill of Complaint, or so much thereof as may be necessary for the purpose, may be sold, under the decree of this Court, for the payment of the claims of your orator and the other creditors of the said Spencer G. Newnam, deceased.
2. That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Mary N. Newnam and to the said Nannie N. Newnam, both residents of Queen Anne's County, Maryland, aforesaid, commanding them and each of them to be and appear in this Court at some certain day, to be herein named, and answer the premises and abide by and preform such decree as may be passed therein.

And as in duty bound, etc.

Thos. J. Keating

Attorney for Plaintiff.

Queen Anne's County, to wit:

The State of Maryland.

To.

Nannie N. Newnam

Mary N. Newnam.

Of Queen Anne's County, Greeting:

YOUR ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at centreville in said County, on the First Monday of November, next, to answer the complaint of The Centreville National Bank of Maryland, a body corporate against you in said Court exhibited.

Hereof fail not as you will answer the contrary at your peril.

Witness, the Honorable, Wn. H. Adkins, Chief Judges of our said Court, the 1st Monday of October 1920

Issued the 12th day of October in the year 1920.

J.F.Rolph Clerk

To the Defendants:

Take Notice: Your are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days after the return day.

J.F. Rolph Clerk

EXHIBIT NO.1. FILED WITH BILL OF COMPLAINT

$190.00. Centreville Post Offive, Jany 1st, 1920.

Six months after date, for value received, we promise to pay to the order of

THE CENTREVILLE NATIONAL BANK OF MARYLAND

The sum of One HUndred and ninety 0Ø/100 Dollars

payable at the Banking House of said Bank; and if not paid at maturity, we further agree tp pay all costs and 5 per centum commissions for collecting same, and I we or either of us, whether makers, securities, endorsers or guarantors, do hereby confess judgement to be entered by the proper official, at any time after maturity, for the amount then due hereunder, with all exemptions waived.

Pay Proceeds of this note to first signer.

5.70

184.30

Warren & Newnam

S.G. Newnam

There aPPeared on the back of the aforegoing Exhibit No.1. the following , to wit;

For value received, we hereby jointly and severally guarantee the payment of the within note at maturity and the costs and commissions incident to its collection; and if not paid at maturity, we further agree to pay five percentum commissions for collecting same, and we do hereby confess judgement to be entered by proper officials at any time after maturity for the amount then due hereunder with all exemptions waived.

THE CENTREVILLE NATIONAL BANL OF MARYLAND

PLAINTIFF,

VS

NANNIE N. NEWNAM

&

Mary N. Newnam,

Defendants.

Plaintiff's Exhibit No.1.

THE CENTREVILLE NATIONAL BANK OF MARYLAND_ a body copporate,

PLAINTIFF,

VS.

NAnnie N. Newnam
and
Mary N. Newnam

Defendants.

In the Circuit Court for Queen Anne's County

in Equity.

ANSWER

To the Honorable, the Judges of said Court:

The joint_and several answer of Nannie N. Newnam, widow or Spencer G. Newnam, deceased and Mary N. Newnam, only child and only heir at law of Spencer G. Newnam, deceased, defendants in the above cause, to the Bill of Complaint of the body corporate, The Centreville National Bank of Maryland, against them in this cause exhibited.

These defendants, jointly and severally, admit to be true the matters and things in said Bill of Complaint alleged and do hereby consent to the passage of the decree as prayed foe in said Bill of Complaint for the payment of the indebtedness due and woing by the said Spencer G. Newnam, deceased, at the time of his death, and do hereby consent that said decree shall be forthwith passed without the taking of testim-

mony to support the allegations of the Bill of Complaint.

Nannie N. Newnam

Mary N. Newnam.

THE CENTREVILLE NATIONAL BANK of MARYLAND, a body corporate, Plaintiff,	)	In the Circuit Court for Queen Anne's County, in Equity.
Vs;	)	
Nannie N. Newnam and Mary N. Newnam Defendants.	)	

Final Decree.

This cause standing ready for hearing, and being submitted on the Bill of Complaint and the answer thereto admitting the facts and consenting to the passage of the Decree as prayed for in the Bill of Complaint, all the other proceedings were read and considered.

It is thereupon, this 29th day of March, in the year nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, adjudged, ordered and decreed that the real estate of Spencer G. Newnam, deceased, mentioned in these proceedings, or so much thereof as may be necessary for the payment of his debts, be sold; that Thomas J. Keating of Queen Anne's County, Maryland, be, and he is hereby, appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland executed by himself, and a surety or surities, to be approved by this Court or said Clerk, in the penalty (if Corporate surety be given) of Sixteen 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 previous notice by advertsiement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place manner and terms of sale, which terms sha ll be one-third cash, one-third in one year and one-third in two years from day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustee, and , as soon as may be convenient after 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 annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed, to be executed,

acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him. her or them sold, free, clear and discharged from all claim of the parties thereto, plaintiff and defendant, and those claiming by, from and under them, or either of them, and the said trustee shall bring intothis 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.

And at the time of advertising said sale the trustee is directed to give notice to the creditors of said Spencer G. Newnam, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the first day of September in the year 1921.

Philemon B. Hopper.

Bond filedand Security approved April 26th, 1921.

KNOW ALL MEN BY THESE PRESENTS THAT WE, Thomas J. Keating, of Queen Anne's County in the State of Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate duly authorized by its charter to become sole surety on bonds, as surety are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Thousand Dollars, current money to be paid to the said State of Maryland, or its cartain Attorney, to which payment well and truly to be made and done, we binf ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealedwwith our seals and dated this Eighteenth day of April in the year Nineteen HUndred and Twenty-one.

Whereas by decree of the Circuit Court for Queen Anne's County, in Equity, bearing d/ate the 29th day of March, in the year 1921, and passed in a cause in said Court wherein the bosy corproate, The CenTreville National Bank of Maryland, is the Complainant and Nannie N. Newnam and Mary N. Newnam are Defendants, the above bounden Thomas J. Keating has been appointed Trustee to make sale of the real estate in the proceedings in said cause mentioned and described.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Thomas J. keating do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any furture order or decree in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of J.F. Rolph

Thos. J. Keating (Seal)

Fidelity and Deposit Company of Maryland

By Wm. R. Bishop

Vice President.

Attest:

E.F. Foster. Asst Secretary.

State of Maryland,

City of Baltimore SS:

On this 19th day of April, A.D. 1921, before the subscri ber , a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came William R. Bishop, Vice-President and E.F. Foster, Assistant Secretary and the Fidelity and Deposit Company of Maryland, to me personally known to be the individuals and officers described in, and who executed the preceeding instrument, and they each acknowledged the execution of the same, and being by me duly sworn severally and each for himslef deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument id the Corporate Seal of said Compan; and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal a t the City of Baltimore the day and year first above written.

Wm. M. Reinhardt,

Notary Public

Commission expires May 3rd, 1922.

THE CENTREVILLE NATIONAL BANK OF Maryland Plaintiff vs Nannie N. Newnam Mary N. Newnam Defendants	)	In the Circuit Court for Queen Anne's County In Equity.

REPORT OF SALE.

To the Honorable, the Judges of said Court:-

The Report of Thomas J. Keating, Trustee named in the Decree of this Court, passed in the above proceedings on March 29th, 1921, to make sale of the real estate decreed to be sold respectfully states:

That your Trustee filed in this cause on the 26th day of April, 1921 his bond in the penalty of $16000.00 with a surety duly approved by the Clerk of this Court, as provided by said decree, and after due public notice of the time, place, manner and terms of sale, by advertisement inserted in The Centreville Observer and in The CenTreville Record two newspapers printed and published in Queen Anne's County for more than three successive weeks, or four insertions, before the 10th day of may, 1921, did attend in front of the Court House Door in Centreville, Queen Anne's County, Maryland, and then and there offered for sale

the realestate described in the above proceedings consisting of all that tract of land or farm known as "The Massey Tract" &c., situate in the 2nd Election District of Queen Anne's County on the right or east side of the road from Church Hill to Crumpton by way of "I.B." and on the left of the road from therafoNesaidoroad to the Church Hill-Sudlersville Road, adjoining the lands of John Anderson and the land of Frank Wessel, containing 309 acres 2 roods and 24 perches of land, more or less, but said farm was withdrawn as no adequate bid was received therefor and was on the 21st day of May, 1921, sold to the Centreville National Bank of Maryland, at and for the sum of Twelve Thousand and Five Hundred Dollars, which was in excess of the amount bid therefor when offered at public sale, The purchaser is to received the landlords share of the growing corn crop and pay the State and County Taxes for the year 1921.

Your trustee further reports that at the time of advertising said real estate there was attached to said advertisement as directed by said decree a notice to all creditors of Spencer G. Newnam, deceased, to file their claims, with the proper vouchers therefor, with the Clerk of this Court on or before September 1st, 1921, and a certified copy of said advertisement is herwith filed as a part of this report.

Respectfully submitted.

Thos, J. Keating

Trustee.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that on this 27th day of July, in the year 1921, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. keating Trustee in the above cause, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that said sale was fairly made.

J.F. Rolph

Filed July 27th, 1921. Clerk

TRUSTEES SALE OF VALUABLE FARM

NEAR CHURCH HILL.

By Virtue of a decree of the Circuit Court for Queen Anne's County, in equity, passed March 29th, 1921, in the case of The Centreville National Bank of Maryland vs Nannie N. Newnam and Mary N. Newnam, the undersigned as trustees therein appointed to make sale of the real estate of which Spencer G. Newnam, late of Queen Anne's County died siezed and possessed, will sell at public auction in front of the court house in Centreville, Queen Anne's County, Maryland, on Tuesday, May 10, 1921, between the hours of 1 and 2 o'clock P.M. the following real estate, to wit:

All that tract of land or farm known as "The Massey TracT", composed of tracts formerly called "Ford's Advice" Ashton" etc., aituate in the 2nd Election District of Queen Anne's County, Maryland on the right side of the road leading from Church Hill to Crumpton by way of "I.B." and on the left side of the road leading off said road to the Church Hill-Sudlersville road

Containing 309 acres, 2 roods and 24 Perches of Land.

more or less, adjoining the lands of John Anderson and the lands of Frank Wessel, and about two miles from Church Hill.

The Farm is conveniently located and the land is of good quality and in fine state of cultivation.

Arable land of about 240 acres and remainder in good timber and wood land.

A Splendid young peach orchard of about 5 acres. Good Frame dwelling all necessary outbuildings in good repair and small laborer's dwelling.

The farm is so located as to admit of easy division into 2 farms.

Terms of Sale:- One third of purchase money payable in cash, one third in one year and one third in two years from day of sale, or all cash at option of purchaser, the credit payments, if any, to bear interest from day of sale, and to be secured to satisfaction of trustee.

Thomas J. Keating Trustee.

T. Frank Seward, Auctioneer.

NOTICE TO CREDITORS.

As dircted in the decree of sale, notice is hereby given all creditors of Spencer G. Newnam, deceased to file their claims with the proper vouchers therefor, with the Clerk of the Circuit Court for Queen Anne'S County, or on before the 1st day of September, 1921.

Thomas J. KEating

THE CENTREVILLE OBSERVER

Centreville Maryland. July 28/21

The Centreville Observer Publishing Co., hereby certifies that the Trustee's Sale in the case of Centreville National Bank vs Nannie N. and Mary N. Newnam a true copy of which is hereto annexed, was inserted in The Centreville Observer a weekly newspaper printed and published at centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 10th day of May in the year 1921.

The Centreville Observer Publishing Co

By J. Chas. Walls, Scey.

NISI

The CENTREVILLE NATIONAL BANK OF MARYLAND	)	In the Circuit Court for Queen Anne's
VS	)	County in Equity
NANNIE N. NEWNAM AND MARY N. NEWNAM	)	

Ordered this 27th day of July, A.D. 1921 that the sale of the real estate made and reported in this cause by Thomas J. keating Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first day of October, next provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 31st day of August next.

The report states the amount of sale to be $12,500.

J.F. Rolph Clerk

Filed July 27th, 1921.

NISI

THE CENTREVILLE NATIONAL BANK OF MARYLAND

VS

NANNIE N. NEWNAM AND MARY N. NEWNAM

In the Circuit Court for Queen Anne's County, in Equity, Chancery No.2362

ORDERED This 27th day of July A.D. 1921, that the sale of the real estate made and reported in this cause by Thomas J. keating, trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first day of October next; provided a copy of this order be inserted in some newspaper in Queen Anne's County Maryland, once in each of four successive weeks before the 31st dayof August,next.

The report states the amount of sales to be $12,500.

J.F. Rolph Clerk

True Copy:- TesT

J.F. Rolph

Filed July 27th, 1921.

THE CENTREVILLE OBSERVER

Centreville Maryland. Oct.31, 1921

The Centreville Observer Publishing Co., hereby certifies that ~~on~~ the Order Nisi in the case of The Centreville National Bank vs Nannie N. Newnam and Mary N. Newnam a true copy of which is hereto annexed was inserted in The Centreville Observer a weekly newspaper printed and published at Centreville, Queen Anne's County, MAryland, once a week for four successive weeks before the thirty first day of August in the year 1921.

The Centreville Observer Publishing Co,

By B.G. Durney

THE CENTREVILLE NATIONAL BANK OF MARYLAND	)	In the Circuit Court for
VS	)	Queen Anne's County
NANNIE N_ NEWNAM	)	In Equity
MARY N. NEWNAM	)	Cause No. 2375

FINAL ORDER OF RATIFICATION

ORDERED this thirty-first day of October, in the year 1921, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate of made and reported in the above cause by Thomas J Keating, Trustee, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been duly given as directed in the previous Order Nisi in this cause.

The Trustee is allowed the usual commissions and all expenses, not personal. on producing the proper vouchers therefor before the Auditor.

Philemon B. Hopper

Filed November 3rd, 1921.

In the Circuit Court for Queen Anne's County in Equity.

The Centreville National Bank of Maryland	( )	Chancery Docket
versus	)	Cause
Nannie M. Newnam and Mary N. Newnam.	)	No. 2362

To the Honorable, the Judges of said court:

The report--of Madison Brown, auditor, unto your Honors respectfully sets forth:

That in the with account Thomas J. Keating, the trustee appointed by the decree of this cause, to make sale of the real estate decreed to be sold, is charged with the amount of the gross sale made and reported by him, and is then thereout allowed his commissions, per rule of court for making the sale, the court costs of this cause, the costs of advertising the notices of sale and the several orders nisi of the cause, the costs of his bond, auctioneer's fee and the fee of the auditor.

The balance remaining after these allowances is not sufficient to pay the debts due and owing by Spencer G. Newnam at the time of his death and is distributed pro rata among his creditors, each receiving .880511 per cent, of his claim. A statement of claims is filed with the account as part of same, and the each claim bears in the statement the same number it bears in the account.

Respectfully submitted, Madison BRown, auditor.

October 19, 1921.

The proceeds of The Sale of the Real Estate of Spencer G. Newnam, late of Queen Anne's County, deceased, in account with Thomas J. Keating, trustee, appointed by the decree of this cause to make sale of said real estate.

1921 Cr.

May 21. By gross proceeds of the sale of the real estate decreed to be sold, per report of sale filed, to wit: $12,500.00

Dr.

To Thomas J. Keating, trustee , for his commissions for making sale, per rule of court, to wit:		$ 545.00
To do., for the costs of premium of his bond filed in this cause with corporate surety thereon:		48.00
To do., for the court costs of this cause, per bill of costs of clerk of court, to wit: Costs of J.F. Rolph, Clerk	$26.75	
Appearing fee of Thomas J. Keating,	10.00	
		36.75
To do for The costs of advertising the notice of sale in the Centreville Record and also for the costs of advertising the order nisi to be passed as to this report and account:		50.00
To do for the amount of the charges of the auctioneering for crying sale, to wit:		20.00
To Madison Brown, auditor for stating this account:		18.00

To Balance to wit: $11732.25

12500.00 $12500.

#_#_#-#-#-#-#-#-#-#-#-#-#-##-#-#-#-#-#-###-#-#-#-#-#-#-##-#-#-#-#-#-#-#-#-##$

No. Claim	Name of Creditor		Amount Dividend		Amt. Claim
1.	To the Centreville National Bank of Md.		$175.00	on claim of	$201.08
2.	To the Centerville National Bank of Md.		9482.19	on claim	$10833.33
3.	To the Centreville National Bank of Md.		81.79	on claim	93.45
4.	To J. Fletcher Rolph,	the sum of	23.72	on claim of	27.33
5.	To Spencer Wright,	the sum of	36.82	on claim of	42.07
6.	To Alfred Green	the sum of	116.91	On claim of	133.58
7.	To Charles H. Kenton	sum of	35.72	on claim of	40.82
8.	To Wright & Collins	sum of	11.99	on claim of	13.70
9.	To William H. Lohmeyer,	the sum of	25.47	on claim of	29.10
10.	To E.S. Valliant & Son	the sum of	222.05	on claim of	253.70
11. T	To E.S. Valliant & Son	the sum of	155.92	on claim of	178.26
12.	To E.S. Valliant &. Son	the sum of	164.31	on claim of	187.73
13. To	To E.S. Valliant & Son	the sum of	178.51	on claim of	203.95
14.	To geo. E. Lane	the sum of	123.49	on claim of	141.10
15.	To J. lemuel Roberts,	the sum of	144.68	on claim of	165.30
16.	To McKenney & Keating	the sum of	19.84	on claim of	22.32
17.	To O'Neil & Co.,	the sum of	352.82	on claim of	403.12
18.	To John H. Newnam	the sum of	216.18	on claim of	247.03
19.	To John H. Newnam	the sum of	93.98	on claim of	107.38
20.	To Thomas J. Keating & H.B.W. Mitchell	the sum of	69.87	on claim of	79.85

T

Total Amount of claims ....$ 13404.20

Total amount distributed as dividends $11732.25

Balance brought down for distribution 11732.25

State of Claims due and owing by Spencer G. Newnam, deceased, at the time of his death.

No. Claim	Name of Creditor	Amount Claim	
1.	The Centreville National Bank of Md., Note of Warren & Newnam & Spencer G. Newnam	$190.00	
	INterest from JULy 1, 1920	11.08	$.... 201.08
2.	The Centreville National Bank of Md.		
	Note of Spencer G. Newnam	10000.00	
	Interest from Feb 1, 1920	833.33	10833.33

3.	The Centreville National Bank of Md.,		
	Account for overdraft	87.34	
	Interest from March 27, 1920	6.11	93.45
4.	J. Fletcher Rolph, account for cash loaned	25.00	
	Interest from jan.1, 1920	2.33	27.33
5.	Spencer Wright, account for amount of note signed by Spencer G. Newnam, Spencer Wright and J.F. Rolph, being 1/3 of note	40.00	
	Interest from August 11, 1920	2.07	42.07
6.	Alfred Green account for mdse.,	133.58	133.58
7.	Wright & Collins, account for mdse	12,60	
	Interest from Jan, 8, 1920	1.10	13.70
8. C	Charles H. kenton, account for mdse	40.82	40.82
9.	Wm. H. Lohmeyer, Account for mdse	29.10	29.10
10.	E.S. Valliant & Son, Note of S.G. Newnam	232.04	
	Interest from Dec, 2, 1919	21.66	253.70
11.	E.S. Valliant & Son., note of S. G. Newnam	170.14	
	Interest from Sept. 1. 1920	8.12	178.26
12.	E.S. Valliant & Son, Note of S.G. Newnam	169.38	
	Interest from Sept, 1. 1919	18.35	187.73
13.	E.S. Valliant & Son. note of S.G. Newnam	187.20	
	Interest from Jan.1. 1920	16.75	203.95
14.	G.E. Lane, note of S.G. Newnam	135.00	
	Interest from Sept. 15, 1920	6.10	141.10
15.	J. Lemuel Roberts, note of S.G. Newnam	150.00	
	Interest from Oct. 8, 1919	15.30	165.30
16.	MCKenney & Heating, open account	21.13	
	Interest from July 1, 1918	1.19	22.32
17.	O'Neil & Co., account for mdse	375.00	
	Interest from March 1, 1920	28.12	403.12
18.	J.H. Newnam, Assignee of Church Hill Bank	230.00	
	Interest from March 26, 1920	17.03	247.03
19.	J.H. Newnam assignee of Church Hill Bank of Md.,	100.00	
	Interest from March 26, 1920	7.38	107.38

		$13324.35
20.	H.B.W. Mitchell & Thomas J. Keating open account;	79.85
	Total amount of the claims	14404.20

NISI RATIFICATION OF AUDIT.

The Centreville National Bank of Maryland

vs

NaNNie N. Newnam and Mary N. Newnam

In the Circuit Court for Queen Anne's County, in Equity, Case No. 2362.

ORDERED, this 20th day of October in the year nineteen hundred and twenty-one that the report and account filed in these proceedings by Madison Brown, auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of November, 1921; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of November, 1921, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph Clerk

True Copy:- Test:

J.F. Rolph Clerk

Filed Oct. 20, 1921.

THE CENTREVILLE OBSERVER

Centreville Md., Nov. 26, 1921

The Centreville Observer Publishing Co., hereby certifies that on the Nisi Ratification of Audit in the case of The Centreville National Bank vs Nannie N. Newnam and Mary N. Newnam a true copy of which is hereto annexed was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 14th day of November in the year 1921.

The Centreville Observer Publishing Co.,

By Bertha G. Durney.

NISI RATIFICATION OF AUDIT

The Centreville National Bank of Maryland # IN the Circuit Court

VS. # for Queen Anne's County

IN Equity

NaNNie N. Newnam and Mary N. Newnam #

CAse No. 2362

ORDERED THIS 20th day of October in the year nineteen hundred and twenty one that the report and Account filed in these proceedings by Madison Brown, Auditor be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of November 1921, provided a copy of this order be published once a week in each of two successive weeks before the 14th day of November 1921, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph Clerk

Filed October 20th, 1921.

October 19, 1921 Madison Brown, Auditor

ORDERED this twenty sixth day of November in the year 1921 by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and aforegoing report and account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although the previous order nisi passed thereon appears to have been duly published as provided therein, and the Trustee is hereby directed to apply the proceeds of sale accordingly with a due proportion of interest to the commissions and claims as the same has been or may hereafter be received by the trustee.

Philemon B. Hopper

Filed Nov, 26th, 1921.

Queen Anne's County, to wit: Be it remembered that on the 9th of December, 1920, the following Bill for Partition was filed for Record, to wit:

Robert Bordley,
Charles Frisby and
Charlotte Frisby, his wife,
Mary Bordley,
Mary Sparks,
Arthur F. Bordley, and
Sadie E. Bordley, his wife,
John Wesley Bordley,
James A. Burns, and
Sallie Burns his wife,
Banjamin R. Burns, and
Caroline Burns, his wife,
Martha J. Burns,

VS.

Sallie Ann Willis,

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Orators, complaining, say:-

1. That Benjamin Willis, late of Queen Anne's County, deceased, was in his lifetime seized and possessed of a tract or parcel of land lying in said county, situate in the Second Election District of Queen Anne's County aforesaid, on the Rolph's Wharf Road, surrounded by the property of James P. Brown, and containing the quantity of Seven Acres and Two perches of land, more or less, and said tract being known as "Woodland".

2. That being so seized and possessed, the said Banjamin Willis departed this life in the year 1918, intestate, leaving surviving him a widow, the Defandant, Sallie AnnWillis, but no children, but left also surviving him the following next of kin and heirs-at-law, namely:- Your Orators, Robert Bordley, Charlotte Frisby, Mary Bordley, Mary Sparks, Arthur F. Bordley, John Wesley Bordley, James A. Burns, Banjamin R. Burns, and Martha J. Burns.

3. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated, and that in order to make division of said interest, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

TO THE END THEREFORE,

a. That a Decree may be passed for the sale of the said real estate.

b. That the proceeds of said sale may be distributed between the parties entitled to interest thereto according to their respective rights and interests.

c. That your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS TO GRANT UNTO YOUR ORATORS the writ of subpeona, directed to the said Sallie Ann Willis, an adult, who resides in said Queen Anne's County, State of Maryland, commanding her to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.,

John Palmer Smith

Richard T. Earle

Solicitors for Plaintiffs.

PETITION TO AMEND ORIGINAL BILL OF COMPLAINT FILED Jan. 3rd, 1921.

ROBERT BORDLEY CHARLOTTE FRISBY and CAHRLES FRISBY ,her husband Mary Sparks, Arthur F. Bordley and Sadie E. Bordley his wife, John Wesley Bordley, James A. Burns and Sallie Burns his wife Banjamin R. Burns and Caroline Burns, his wife, Martha J. Burns. VS. Sallie Anne Willis.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your OraTors, complaining say:

That heretofore, to wit, on the ninth day of December, 1920, your orators filed their bill of complaint in this Court against a certain Sallie Anne Willis, setting forth that a certain Banjamin Willis, late of Queen Anne's County deceased, died intestate, seized and possessed of a certain piece of real estate described in said bill and that your orators together with the defendant, the said Sallie Anne Willis the widow of the said Banjamin Willis, are seized and possessed of same as the heirs at law and next of kin of the said Banjamin Willis; but your orators failed to set forth the relationship of your orators to the said Banjamin Willis and the respective interest each of your orators has in said real estate and therefore files this amended or supplemental bill of compalint.

1. That the said Banjamin Willis was intermarried withthe defendant, Sallie Anne Willis, who survivesshim and that there areno children or descendants of any children resulting from said marriage and therefore the said Sallie Anne Willis

has a one half interest in the real estate menioned and described in the original bill of complaint.

2. That the said Robert Bordley, Arthur F. Bordley who is intermarried with one Sadie E. Bordley, Charlotte Frisby who is intermarried with Charles Frisby, Mary Bordley, Mary Sparks, widow John Wesley Bordley are all the children and heirs at law of one Julia Bordley, who was one of two sisters and there were no brothers, of the said Benjamin Willis, and that the said Julia Bordlet predeceased the said Benjamin Willis, and that as the only heirs at law of the said Julia Bordley each is entitled a one sixth interest of the estate of which the said Julia Bordley would have been seized or each is entitled to a one twenty fourth interest in said described real estate.

3. That the said Benjamin R. Burns, who is intermarried with CarolineeBurns the said James A. Burns who is intermarried with Sallie Burns, and the said Martha J. Burns are the only children and heirs at law on one Lizzie Burns, the other of the two sisters of the said Benjamin Willis,and the said Lizzie Burns predeceased the said Benjamin Willis, and that as the only heirs at law of the said Lizzie Burns each is entitled to a one third interest of the estate of which the said Lizzie Burns would have been entitled or to a one twelfth interest in the said described real estate.

4. That all the parties to this cause are adults.

TO THE END THEREFORE_

1. ThaT the matters and facts as herein set forth may be considered as if filed and set forth in the original bill of complaint.

2. That your orators may have such other and further relief as their case may require.

And as in duty bound, etc.,

John Palmer Smith

Richard T. Earle

Solicitors for Plaintiffs.

ORDER OF COURT.

ORDERED, this third day of January, 1921, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, upon the aforegoing Petition the same having been read and considered, that the Plaintiffs are hereby granted leave to amend the original bill of complaint as prayed in the aforegoing Petition.

Philemon B. Hopper.

ANSWER OF SALLIE ANN WILLIS FILED Jan. 3rd, 1921.

ROBERT BORDLEY,
Charles Frisby and
Charlotte Frisby, his wife,
Mary Bordley
Mary Sparks
Arthur F. Bordley, And
Sadie E. Bordley, his wife
John Wesley Bordley
James A. Burns and
Sallie Burns, ahds wife
Benjamin R. Burns and
Caroline Burns, his wife
Martha J. Burns.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The answer of Sallie Anne Willis to the bill of complaint of Robert Bordley et al, against her in this Court Exhibited.

This defendant admits the matters and facts set forth in said bill of complaint and supplemantal & amended bill of Complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.,

Thos. J. Keating
Solicitor for Sallie Anne Willis.

AGREEMENT OF PARTIES, PLAINTIFF AND DEFENDANT TO SUBMIT TO FINAL DECREE FILED JAN. THIRD, 1921.

Robert Bordley
Charlotte Frisby and
Charles Frisby, her husband,
Mary Bordley
Mary Sparks
Arthur F. Bordley and
Sadie E. Bordley his wife
John Wesley Bordley
James A. Burns and
Sallie Burns his wife
Benjamin R. Burns and
Caroline Burns his wife.
Martha J. Burns.
Vs Sallie Anne Willis.

In THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY.

TO THE HONORABLE_ THE JUDGES OF SAID Court:-

The Plaintiffs in this Cause by John Palmer Smith and Richard T. Earle Their solicitors and the Defendant by Thomas J. Keating, her solicitor, hereby agree to submit the papers in this cause on the bill of complaint and amended or supplemental bill of complaint and answer to this Honorable Court that a decree may bepassed to make sale of the said real estate as prayed in said bill of complaint.

John Palmer Smith

Richard T. Earle.

Solicitors for Plaintiffs.

Thomas J Keating

Solicitor for Defendant.

DECREE FILED JAN #3rd, 1921.

ROBERT Bordley Et Al.,
Plaintiffs,
VS.
Sallie Ann Willis.

In the Circuit Court
for
Queen Anne's County,
In Equity

Chancery Cause # 2369

THIS CAUSE STANDING READY FOR HEARING AND BEING SUBMITTED, the proceedings were read and considered;

IT IS THEREUPON, this third day of January, in the year nineteen hundred and twenty-one, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, Adjudged, Ordered and Decreed that the property mentioned in the proceedings be sold; that John Palmer Smith, Richard T. Earle and Thomas J. Keating be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows; They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penalty of One Thousand Dollars ($1,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in one newspaper published in Queen Anne's County, once in each of three successive weeks preceeding the day of sale, of the time, place manner and terms of sale, which terms shall be one-third cash, one-third in six months and one third in twelve months from day of sale, or all cash at the option of the purchaser or purchasers, the cerdit portions to bear interest and to be secured to the satisfaction of the Trustees and as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and

particular account of their proceedings relative to such sale, with an annexed affidavit 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 Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the said Trustees 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 Trustees as this Court shall think proper to allow in commissions of the skill, attention and fidelity where with they shall appear to have discharged their trust.

Philemon B. Hopper

Filed January third 1921.

REPORT OF SALE FILED APRIL 8th, 1921.

Robert Bordley, et al.,
Plaintiffs
vs
Sallie Ann Willis

In the Circuit Court
for
Queen Anne's County,
IN Equity.

Chancery # 2369

To the Honorable, the Judges of said Court:-

The Report of John Palmer Smith, Richard T. Earle, and Thomas J. Keating, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the third day of January, 1921, to make sale of certain real estate therein mentioned, respectfully shows:-

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in The Centreville Record and The Centreville Observer, two newspapers published in Queen Anne's County aforesaid, for more than three successive weeks before the fifth day of April, 1921, they did pursuant to said notice, attend in front of the Court House Door, in the town of Centreville, in said county, on Tuesday, April, 5th, 1921 at the hour of two o'clock P.M. and then and there proceeded to make sale of said real estate in the following manner, to wit:-

Your Trustees offered at Public sale to the highest bidder the property mentioned in said decree, situate in the Second Election District of Queen Anne's County, Maryland, on the north side of the Rolph's Wharf Road, and being opposite

the Arthur Reed Farm, and is adjoined on three sides by the farm of James P. Brown, which said tracts contains the quantity of Seven Acres and 2 perches, more or less.

And your said Trustees sold the above described property to CHARLES T. McGINNIS for the sum of TWELVE HUNDRED AND TWENTY FIVE 00/100 Dollars($1225.00) he being at that sum the highest bidder therefor, the terms of said sale being one-third cash, one-third in six months and one-third in twelve months (or all cash, at the option of the purchaser); the credit payments to be secured by interest bearing note or notes of the purchaser, approved by the Trustees. And the said purchaser, Charles T. McGinnis has paid one-Third of the purchase money in cash and has secured the credit payment by approved collateral, now in the hands of the said Trustees.

Respectfully submitted,

Copies of said Advertisement filed with this report as a part hereof.

Certificate of Auctioneer making sale attached hereto.

John Palmer Smith

Richard T. Earle

Thomas J. Keating

TRUSTEES.

STATE OF MARYLAND_ QUEEN ANNEES COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this 8th day of April, 1921, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared John Palmer Smith, Richard T. Earle, and Thomas J. KEating, the within named Trustees, and did each make oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of their knowledge and belief, and that the sale was fairly made.

J.F. Rolph

Clerk of the Circuit Court for Queen Anne's County, Maryland.

Filed Apr. 8th, 1921.

John Palmer Smith, Richard T. Earle, Thomas J. Keating

TRUSTEES' SALE of valuable REAL ESTATE_ NEAR Rolph's Wharf and the State Road

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in Chancery Cause No. 2369, entitled Robert Bordley et al., vs., Sallie AnnWillis the undersigned, as Trustees, will sell at public auction, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY APRIL 5, 1921 at the hour of 2 o'clock P.M. ALL THAT VALUABLE LOT OR TRACT OF LAND, situate, lying and being in the Second Election District of Queen Anne's County Maryland, on the north side of the Rolph's Wharf Road and being opposite the Arthur Reed farm, and which tract is adjoined on three sides by the James P. Brown farm said tract of land containing 7 Acres, and 2 Perches of Land more or less, being th same tract of land which Benj. Willis, died, seized and possessed. This tract of land is located about one and one half miles from the Rolph's Wharf Landing and is only about one-half to three-quarters of a mile from the Church Hill-Chestertown State Road and is improved by a two Story Frame Dwelling House and necessary ourbuildings. The location of the above

property is most desirable being close to a State Road and to a Steamboat Landing and only a short distance from Church Hill and Chestertown.

TERMS OF SALE.- One third cash day of sale, one-third in six months and one-third in twelve months or all cash, at the option of the purchaser or purchasers, credit payments to bear interest and to be secured to the satisfaction of the Trustees,

John Palmer Smith
Richard T. Earle
Thos. J. Keating
Trustees

J.Frank Seward, Auctioneer.

THE CENTREVILLE RECORD

CEntreville Md. April 5th, 1921.

The Centreville Record Publishing Co., hereby certifies that the Trustees' Sale of Real Estate in the case of John Palmer Smith, Richard T. Earle, and Thomas J. Keating, Trustees, Cause # 2369 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, before the fifth day of April, in the year 1921 .

The CenTreville Record Publishing Co.,
By E.M. Forman
Associate Editor

Filed Apr. 8, 1921.

NISI.

ROBERT BORDLEY et al., #
VS. #
Sallie Ann Willis. #
#

IN the Circuit Court
for Queen Anne's County
In Equity
Chancery No. 2369

ORDERED, This 8th day of April, A.D. 1921, that the sale, of the real estate made and reported in this cause by John Palmer Smith, Richard T. Earle, and Thomas J. KEating, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of June, next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 11th day of May, next.

Teh ReporT states the amount of sales to be $1225.00

J.F. Rolph Clerk

Filed Apr. 8th, 1921.

ORDER NISI.

Robert Bordley, et al VS. Sallie Ann Willis.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2369.

ORDERED, this 8th day of April, A.D. 1921, that the sale of the real estate made and reported in the cause by John Palmer Smith, Richard T. Earle and Thomas J. Keating, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of June next; provided a copy of this order be inserted in some newspaper, printed and published in Queen Anne's County, Maryland, once a week in each of four successive weeks before the 11th day of May next.

The Report states the amount of sales to be $1225.00.

J.F. Rolph Clerk

True Copy- Test:

J.F. Rolph Clerk

Filed April 8Th, 1921.

THE CENTREVILLE RECORD

Centreville Md., June 6, 1921.

The Centreville record Publishing Co., hereby certifies the order nisi in the case of Bordley et al vs Sallie Ann Willis, a true copy of which is hereto annexed was inserted in the Centreville record a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks (ist number being April 9/1921)before the 11 day of May, in the year 1921.

The Centreville Record Publishing Co.,

BY. E.H. Brown, Jr.,

FINAL ORDER

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, this 13th day of June, 1921, that the sale made and reported in the said Cause, in the matter of Robert Bordlet, et al., vs. Sallie Ann Willis, Chancery Cause No. 2369, 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. The Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Filed June, 13th, 1921. Philemon B. Hopper

KNOW ALL MEN BY THESE PRESENTS_ that we, John Palmer Smith, Richard T. Earle, And Thomas J. KEating of the town of Centreville, State of Maryland, and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, to be padd to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and every of us, our and each of our heirs, executors administrators successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this third day of January in the year nineteen hundred and twenty one.

WHEREAS, the above bounden John Palmer Smith, Richard T. Earle, and Thomas J. Keating by virtue of a decree of the Honorable, the Judges of the Circuit Court for Queen Anne's County, Maryland, have been appointed Trustees mentioned in the proceedings in the case of Robert Bordley et al., vs. Sallie Ann Willis now pending in said Court, being Chancer Cause No. 2369, now pending in said Court.

NOW THERCONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John Palmer Smith, Richard T. Earle and Thomas J. Keating do and shall well and truly perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then the above obligations to be void; otherwise to be and remain in full force and virtue in law.

John Palmer Smith (SEal)

Richard T. Earle (SEal)

Thomas J. KEating (SEal)

Signed, sealed and
Delivered in the Presence
Of;-

Catherine A. Pratt.

NEW AMSTERDAM CASUALTY COMPANY

By Richard T. Earle
W.L. Holton Jr.,
Its Attorneys in Fact.

ON THE back of the aforegoing Bond was thus endorsed, to wit:
Surety Approved and Bond filed Jan 5th, 1921.

J. F. Rolph Clerk

In the Circuit Court for Queen Anne's County in Equity.

Robert Bordley et al, plaintiffs,
versus
Sallie Ann Willis, Defendant.

Chancery Docket
Cause 2369

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor unto your Honors respectfully sets forth:

That it appears from the bills of complaint filed in this cause and from an affidavit filed with the auditor and annexed to the within account that one Benjamin Willis recently died seized and possessed of the real estate decreed in this cause to be sold; that he left as his heirs at law, Sallie Ann Willis, his wife, and the children of a deceased sister named Julia Bordley, five in number, and the children of a deceased sister named Lizzie Burns three in number.

That it appears from the affidavit mentioned that Mary Bordley and Mary Sparks named in the bills of complaint are one and the same persons.

That it appears that that part of the real estate which descended from Benjamin Willis is subject to the collateral inheritance tax imposed upon collaterals inheriting property.

That in the within account the trustees of the cause are charged with the gross amount of the sale made and reported by the, and are then allowed thereout their commissions per rule of court, the court costs of this cause, the costs of advertising and selling the real estate, sold, auditor's fee and costs of advertising the several orders nisi of the cause.

That one half of the balance remaining after these allowances is then distributed unto said widow of Benjamin Willis. That in within account the trustees are allowed the amount of the collateral inheritance tax on that one half passing or distributed unto collaterals for the use of the State of Maryland, and the remainder of said half is then distributed among the collateral-relatives of Banjamin Willis in accordance with their several rights.

Respectfully submitted,

Madison Brown
Auditor

March 9, 1922.

THe proceeds of the sale of the real estate of which Benjamin Willis, late of said county, deceased, in account with Thomas J. Keating, Richard T. Earle, and John Palmer Smith, trustees appointed to make sale of said real estate.

Cr.

1921

April 5. By Gross proceeds of the sale, per report of sale filed, to wit: $1225.00

Dr.

" " To Thomas J. Keating, Richard T. Earle, John Palmer Smith, trustees, for their commissions per rule of court, to wit: $81.00

To do., for The amount paid T. F. Seward for crying sale of real estate sold, per his receipt: 12.50

To do., for the court costs of this cause per statement of costs made by clerk of court: Cost of J.F.Rolph clerk $28.75

Appear. fee of plaintiffs' attorney 10.00
Appear. fee of defendants attorney 10.00 48.75

To do., for the costs of advertising sale in the Centreville Observer, per receipted account 40.50

To do., for costs of advertising sale and order nisi thereon in Centreville Record, per receipted statement for same, to wit: 52.25

To do., for the costs of their bond filed herein with corporate surety thereon, two years per statement to wit: 20.00

To do., for the costs of advertising the order nisi to be passed in relation to this report and account, to wit: 3.00

To Madison Brown, auditor, for stating this account, to wit: 9.00

To balance carried forward, to wit: 958.00
$1225.00 $1225

By Balance brought forward, to wit: $958.00

To Sallie Ann Willis, widow of Benjamin Willis ½ of said balance or the sum of..... $479.00

To Thomas J. KEating, Richard T. Earle, and John Palmer Smith trustee, to be paid to the State of Maryland, as the amount of the collateral inheritance due said State on that part of net proceeds of sale distributed below to the collateral heirs of Benjamin Willis, that is to say; 5 per cent of $479.00 or 23.95

To (Note) the amount for distribution among said collaterals is $479.00 less said tax $23.95 or the sum of $455.05):

To Robert Bordley
1/5 of ½ of $455.05 or the sum of 45.50

To ArThur F. Bordley,
1/5 of ½ of $455.055 or the sum of 45.50

To Charlotte Frisby
1/5 of ½ of $455.05 or the sum of 45.51

To Mary Bordley Sparks
1/5 of ½ of $455.05 or the sum of 45.51

To John Wesley Bordley
1/5 of ½ of $455.05 or the sum of 75.84

To James A. Burns,

1/3 od ½ of $455.05 or the sum of 75.84

To Benjamin R. Burns,

1/3 od ½ of $ 455.05 or the sum of 75.84

To MarTha J. Burns

1/3 od ½ of $455.05 or the sum of 75.84

$ 958.00 $958.00

March 9, 1922 Madison Brown, Auditor.

State of Maryland, Kent County, To wit:

I hereby certify that on this 20th day of February in the year nineteen hundred and twenty one, before me the Subscriber, a Notary Public of the State of Maryland, in and for Kent County, duly commissioned and qualified, personally appeared Mary Sparks widow and made oath in due form of law to the following facts:-

That she is one of the parties plaintiff in the Chancery Proceedings #2369 on the Chancery Docket in the Circuit Court for Queen Anne's County, in Equity, wherein, Robert F. Bordley et al., are complaintants and Sallie Ann Willis is defendant, and that she has the following brothers and sisters, namely, Robert Bordley, Arthur F. Bordley Charlotte Frisby and John Wesley Bordley, who are all children and only heirs at law of Julia Bordley, a sister of Benjamin Willis, and that in said Chancery Proceedings her name was mentioned therein as Mary Bordley and also Mary Sparks whereas, they are one and the identical person, she being Mary Bordley before her marriage, and is now Mary Sparks, and a widow.

That the said Julia Bordley, mother of Mary Sparks (nee Bordley) predeceased the said Benjamin Willis, and that the said Julia Bordley left surviving her as her only heirs at law and children, Robert Bordley, Arthur F. Bordley, Charlotte Frisby, John Wesley Bordley and Mary Bordley and now Mary Mary Sparks, she having only five children and heirs at law.

Witness the hand of the affiant.

her
Mary X Sparks
mark

Witness Oscar P. Comegys

Subscribed and sworn to before me.

Place of
Notary Seal

Oscar P. Comegys, Notary Public

My Commission expires May, 1922.

NISI RATIFICATION OF AUDIT

Robert Bordley, et al.,	#	In the Circuit Court
VS.	#	for Queen Anne's County
Sallie Ann Willis	#	In Equity.
		Case No. 2369

ORDERED, This 10th day of March, in the year nineteen hundred and twenty two, that the Report and Account filed in these proceedings by Madison Brown, Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of April, 1922, provided a copy of this order be published once a week in each of two successive weeks before the third day of April, 1922, in some newspaper printed and published in Queen Anne's County.

Filed 10th March, 1922. J.F. Rolph Clerk

THE CENTREVILLE RECORD

Centreville Md., April 29, 1922

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of Audit in the case of Bordley vs Willis, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks, before the 3rd day of April, in the year 1922.

The Centreville Record Publishing Co.,

E.H. Brown, Jr.,

CHANCERY NO. 2372.

Queen Anne's County, to wit: Be it remembered that on the eleventh day of January, in the year nineteen hundred and twenty one, the following suit was docketed, to wit:-

H.B.W.Mitchell,Assignee (
vs. (
Samuel N.Smith,Jr.and wife.) Chancery No. 2372.

Queen Anne's County, to wit: Be it remembered that on the fifth day of January,in the year one thousand eight hundred and ninety eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made the fifth day of January, in the year eighteen hundred and ninety eight, by Samuel N.Smith,Jr. and Sallie N.Smith,his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Samuel N.Smith,Jr. and Sallie N.Smith,his wife, are justly indebted unto William B.Earle, of Queen Anne's County, State aforesaid, trustee for Mary E. Earle, in the full sum of five hundred dollars for money this day loaned them by him, for which they have passed to him their joint promissory note for five hundreddollars, bearing even date herewith, and payable to his order at The Centreville National Bank of Maryland, three years after date thereof, and have also passed to him their six other joint promissory notes for the interest to accrue on said five hundred dollars during the term of the loan, each of which said six notes is for the sum of fifteen dollars, and each bearing even date herewith, is payable to his order in respectively six, twelve, eighteen, twenty four, thirty and thirty six months after date at the centreville National Bank of Maryland; all of which said notes, principal and interest have written across their face in red ink "secured by mortgage of even date", and whereas it was agreed by and between all the said parties before said loan was made, and before the delivery of said notes, and as a condition precedent to said loan, that the prompt payment of said principal note for five hundred dollars, and all of said interest notes, when and as they mature should be assured and secured by mortgage of real estate.

Now, this mortgage witnesseth; that in consideration of the premises, and of one dollar, the said Samuel N.Smith,Jr. and Sallie N.Smith,his wife, do hereby grant and convey unto the said William B.Earle, trustee for Mary E.Earle,and his successor or successors, in fee somple; all that lot, or parcel of land situate at or near Willoughby, Post Office in Queen Anne's County, State of Maryland, and lying on the public road leading from Willoughby Post Office to Queen Anne's and which may be described asbeginning at a stone planted on said public road and running thence north one hundred and eighty feet, thence east seventy five feet, thence south one hundred and eighty feet, thence along with said public road west seventy five feet to the place of beginning,containing one fourth of an acre of land, more or less, and being the land conveyed by Samuel N.Smith and wife to Sallie N. Smith by deed of even date herewith, and to be recorded in the land records for Queen Anne's County next preceding this mortgage; to which deed reference is hereby madefor a fuller description of the property hereby granted.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon; Provided, that if the said Samuel N.Smith,Jr. and Sallie N. Smith, them or either of them their or either of their heirs, executors, administrators or assigns shall pay the said note for the principal sum of five hundred dollars, and the said six interest notes, each for fifteen dollars, all of which notes being herein above mentioned and recited when and as they shall respectively mature and become due, and shall perform all the covenants and conditions herein on their part to be performed,then this mortgage shall be

void; and until default the said Sallie N.Smith her heirs and assigns shall possess said property. And the said Samuel N.Smith,Jr and Sallie N.Smith covenant to pay as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt, or any part thereof, and to insure, and pending this mortgage, to keep insured the improvements on said premises to the amount of their insurable value, and to have the policy so framed or endorsed that the proceeds shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon or any part of either as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt intended hereby to be secured, and all moneys owing hereunder, or secured hereby shall be due and demandable, and the said William B.Earle, trustee for Mary E. Earle,his successor or successors, his legal representatives orassigns, or Philemon B.Hopper,his and their attorney herein named and appointed are hereby authorized to sell said premises upon giving three weeks previous notice of the time,place, manner and terms of sale, in a news paper published in Queen Anne's County,Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, tobear interest and to be secured by the notes of the purchaser with approved securities, and toapply the proceeds to the payment of first all expenses incident to such sale, (including compensation to the person making the sale the same as to Trustees in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to Sallie N.Smith or whoever may be entitled to the same.

Witness their hands and seals.

Samuel N.Smith, Jr. (SEAL)

Witness: W.B.Sparks. Sallie N.Smith. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on the fifth day of January, in the year eighteen hundred and ninety eight before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Samuel N.Smith,Jr. and Sallie N.Smith,his wife, and each acknowledged the foregoing mortgage to be their respective act.

William B.Sparks, J.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this fourth day of January, in the year eighteen hundred and ninety eight before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William B.Earle, trustee for Mary E.Earle, and made oath on the Holy Evangely of Almighty God that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth. And also made oath on the Holy Evangely of Almighty Godthat he has not required the mortgagor, his agent or attorney, or any person for said mortgagor, to pay the tax levied upon the interest covenanted to bepaid, in advance nor will he require the same to be paid by the mortgagor, or any person for him during the existence of this mortgage.

William E.Thompson, J.P.

Queen Anne's County, to wit: Be it remembered that on this sixth day of November, 1908, the following assignment was brought to be recorded to wit:-

For value received, I hereby assign the within and foregoing mortgage to C.Tilghman Bishop, to whom I have assigned the principal mortgage note therein described,without guarantee. Witness my hand and seal this 5th.day of November, nineteen hundred and eight.

William B.Earle. (SEAL)
Trustee for Mary E.Earle.

Test: Wm.B.Earle,Jr.

Queen Anne's County, to wit: Be it remembered that on this sixteenth day of September, in the year nineteen hundred and ten the following assignment was brought to be recorded, to wit:- For value received, I do hereby assign the within and aforegoing mortgage to Mary M.Comegys. Witness my hand and seal this fifth day of August, nineteen hundred and ten.

Test: James T.Bright.

C.Tilghman Bishop. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 11th.day of January,1921, the following assignment was brought to be recorded, to wit:- I hereby transfer and assign the within and aforegoing mortgage unto H.B.W.Mitchell for the purpose of collection.

Witness my hand and seal this sixteenth day of December, nineteen hundred and twenty.

Eugene L.Dudley (SEAL)
Executor of Mary M.Comegys,deceased.

Witness: W.T.Bishop.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing istruly taken and copied from Liber W.H.C. No.7,folio 205, a land record book for Queen Anne's County.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the Circuit court of Queen Anne's County this eleventh day of January, 1921.

J.F.Rolph, Clerk.

Bond filed January 11th.1921.

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W.Mitchell of Queen Anne's County, as principal, and S.Newton Smith and James T.Smith, of said County and State as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars current money, to bepaid to the said State or its certain attorney. To which payment well and truly to be makde and done webind ourselves our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this thirtieth day of December, in the year nineteen hundred and twenty.

Whereas the said H.B.W.Mitchell is about to executethe power of sale contained in the mortgage from Samuel N.Smith Jr. and Sallie N.Smith,his wife, toWilliam B.Earle, trustee for Mary E.Earle, dated the fifth day of January, in the year eighteen hundred and ninety eight, and recorded in Liber W.H.C.No.7,folio 205, a land record book for Queen Anne's County, and by mesne assignments duly assigned to the said H.B.W.Mitchell for the purposeof foreclosure and collection.

Now the condition of the above obligation is such that if the above bounded,the said H.B.W.Mitchell, do and shall abide by and perform any order or decree of any court

of equity in relation to the mortgaged property or the proceeds arising therefrom then this obligation to be void, otherwise to be and remain in full force and virtue in law.

H.B.W.Mitchell. (SEAL)

Witness as to H.B.W.Mitchell:
Kathryn E.Rhodes.

James T.Smith. (SEAL)

Witness as to S.Newton Smith and James T.Smith:
Mildred S.Thompson.

S.Newton Smith. (SEAL)

And on the back of the aforegoing bond was thus endorsed, to wit:-

Security approved and bond filed January 11th.1921, J.F.Rolph, Clerk.

Report of Sale filed January 12th.1921.

H.B.W.Mitchell, Assignee of Mortgage,	(	In the Circuit Court
	)	for
vs.	(	Queen Anne's County.
Samuel N.Smith,Jr. Sallie N. Smith,his wife,	)	
Mortgagors.	(	No. 2372.

To the Honorable, the Judges of said Court:

The Report of Sale of H.B.W.Mitchell, assignee of mortgage from Samuel N.Smith,Jr and Sallie N.Smith,his wife, to William B_Earle, trustee, dated January the fifth, eighteen hundred and ninety eight, and recorded in Liber W.H.C.No.7,folio 105, a land record book for Queen Anne's County, to your Honors respectfully sets forth:

1. That after default had occured in the terms and condition of said mortgage by the non payment of the principal indebtedness secured by said mortgage and the interest thereon, and after having given an approved bond for the faithful performanceof his trust and after having given more than twenty days previous notice of the time,place, manner and terms of sale by advertisement in The Queenstown News, a newspaper printed and published in Queen Anne's County, and after having complied with all prerequisites as required by law or the terms of said mortgage, said H.B.W.Mitchell, assignee, did attend in front of the Court House door in centreville, Maryland, Tuesday, January the eleventh nineteen hundred and twenty one, between the hours of 1.30 o'clock and 2 o'cloc P.M. and offered said property described in said mortgage, consisting of all that lot or parcel of land improved by a frame dwelling house, at or near Willoughby, in Queen Anne's County, on the public road leading from Willoughby to Queen Anne, and containing our fourth of an acre of land,more or less; being the land conveyed by Samuel N.Smith and and wife to Sallie N.Smith, by deed dated January the fifth, eighteen hundred and ninety eight, and recorded among the land record books for Queen Anne's County, and sold the same to Talbot Packing and Preserving Company of Talbot County, a body corporate, it being then and there the highest bidder therefor, at and for the sum of eleven hundred dollars, said body corporate has paid by check one third of the purchase money, and proposes to pay the balance upon the final ratification of the sale.

In addition to the advertised terms of sale, it was announced at the time of the sale that the purchaser of said property would get the possession thereof upon the final ratification of the sale.

All of which is respectfully submitted.

H.B.B.Mitchell.
Assignee of Mortgage.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this twelfth day of January, nineteen hundred and twenty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H.B.W.Mitchell, assignee of mortgage and made oath that the matters and things stated in the aforegoing report of sale were true as therein stated and that the said sale was fairly made.

J.F.Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

Filed January 12th.1921.

Certificate of Publication of advertisement of sale, filed Jany.12th.1921.

Public sale of House and Lot at Willoughby, Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Samuel N.Smith, Jr, and Sallie N.Smith,his wife, to Wm.B.Earle, trustees dated the 5th.day of January,1898, and recorded in Liber W.H.C.No.7, folio 205 etc, a land record book for Queen Anne's County, and by mesne assignments duly assigned to me for the purpose of foreclosure and collection, I the undersigned, will sell at public sale in front of the Court House door, in Centreville, on Tuesday, January 11, 1921, between 1.30 and 2.o'clock P.M. all that lot or parcel of land improved by frame dwelling house, ator near Willoughby, in Queen Anne's County on the public road leading from Willoughby to Queen Anne, and containing one fourth of an acre of land,more or less, and being the land conveyed by Samuel N.Smith and wife to Sallie N.Smith, by deed dated 5th.of January, 1898, and recorded among the land record books for Queen Anne's County.

Terms of sale; one third ofthe purchase money to be paid in cash at the time of sale and the balance in equal installments of six and twelve months from daY of sale, to be settled for by notes of the purchaser with security to the satisfaction of the undersigned, or all cash at the option of the purchase.

H. B. W. Mitchell.
Assignee of Mortgage.

We hereby certify that the annexed advertisement was inserted in The Queenstown News, a newspaper printed and published at Queenstown, in Queen Anne's County,Maryland, once in each of four successive weeks, being more than twenty days before the 11th.day of January, 1921.

M.W.Aker.

Order Nisi Filed January 12th.1921.

N I S I .

H.B.W.Mitchell, Assignee of Mortgage.	(	In the Circuit Court
	)	for Queen Anne's County,
Vs.	(	In Equity.
Samuel N.Smith,Jr. Samuel N.Smith,his wife, Mortgagors.	)	Chancery No. 2372.

Ordered, this 12th.day of January, A.D.1921, that the sale of the real estate made and reported in this cause by H.B.W.Mitchell, assignee, be ratified and confirmed,unless cause to the contrary thereof be shown on or before the 16th.day of March, next; provided a copy of this order be inserted in some newspaper printedand published in Queen Anne's County, once in each of four successive weeks before the 16th.day day of February next.

The report statesthe amount of sales to be $1100.00

Filed January 12th.1921. J.F.Rolph, Clerk.

Certificate of publication of Order Nisi. filed Apr. 5th.1921.

Order Nisi.

H.B.W.Mitchell, assignee of Mortgage.	(	In the Circuit Court
Vs.	)	for Queen Anne's County,
Samuel N.Smith,Jr, Samuel N.Smith,his wife,mortgagors.	( )	in equity. Chancery Bo. 2372.

Ordered,this 12th.day of January, A.D.1921, that the sale of the real estate made

and reported inthis cause by H.B.W.Mitchell, assignee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th.day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County,Maryland once in each of four successive weeks before the 16th. day of February next.

The report states the amount of sales to be $1100.00

J.F.Rolph, Clerk.

True copy Test:

Filed January 12th.1921. J.F.Rolph, Clerk.

We hereby certify that the annexed advertisement was inserted in The Queenstown News, a newspaper printed and published at Queenstown, in Queen Anne's County,Maryland, once in each of four succesive weeks being more than than twenty days before the 16th. day of February, 1921.

M.W.Aker.

Final Order of Ratification.

Ordered by the Circuit Court for Queen Anne's County in Equity, this 25th.day of April,in the year nineteen hundred and twenty one, that the sale made and reported by H.B.W.Mitchell, assignee of mortgage in the aforesaid proceeding 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 in accordance with the preceding order nisi, the assignee trustee is allowed the commissions provided by said mortgage and all expenses not personal.

Filed April 26th.1921. Philemon B.Hopper.

Report and account of the Auditor filed Oct. 4th.1921.

In the Circuit Court for Queen Anne's County,in Equity.

H.B.W.Mitchell, assignee of Mortgage	Chancery
versus	Docket
Samuel N.Smith et al,Mortgagors.	Cause #2372.

To the Honorable, the Judges of said Court:-
The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth.

That in the within account H.B.W.Mitchell, party making the sale of the mortgaged real estate reported sold, is first charged with the gross amount of the mortgage sale, and is then allowed thereout his commissions, per rule of court and terms of Mortgage, on gross sale for making said sale, the court costs of this cause, costs of advertising the sale and the several orders nisi of the cause, auctioneer's fee,and auditor's fee; he is then allowed the mortgage debt in full in accordance with the statement of the mortgage debt filed; after these allowances there remains a balance for distribution among the heirs at law of the said Mortgagors.

From the petition of Samuel Newton Smith filed in this cause, it appears that the mortgagor owner is dead and that three heirs at law survive, and these heirs at law, Samuel Newton Smith, James T.Smith and Mildred L.Thompson, owned the equity of redemption at time of the sale. It appears from an assignment filed that said Mildred L.Thompson has assigned her interest and estate in the surplus sale unto the other two heirs. Said balance is therefore distributed unto the said Samuel Newon Smith and James T.Smith, as heirs at law of the mortgagors and as assignees in equal parts of the share of the said other heir at law.

Respectfully submitted,

Madison Brown.

The proceeds of the sale of the mortgaged real estate of Samuel N.Smith,Jr. and Sallie N.Smith,his wife, mortgagors, in account with H.B.W.Mitchell, assignee of mortgage, person making the mortgage sale.

Cr.

1921. Jan.11.	By the gross amount of the sale of the mortgage real estate, per report of sale filed,to wit:		$1,100.00

Dr.

" "	To H.B.W.Mitchell,the party making the mortgage sale, for his commissions per terms of the mortgage,to wit:		$73.50
	To do,for the court costs of this cause per statment of Clerk of court filed:		
	Costs of J.F.Rolph, Clerk.	$18.75	
	Appearance fee of H.B.W.Mitchell	10.00	
	Costs of J.F.Rolph,Clerk under petition for distribution of net sales,	1.75	30.50
	To do,for the costs of advertising notice of sale and order nisi thereonin Queenstown News, per account for same receipted appears		11.00
	To do,for the amount paid J.Elmer Anthony for crying sale,as per his receipt appears,to wit:		5.00
	To do,for the amount of the principal debt due under the mortgage herein mentioned, $500.00 and the interest due thereon to day of sale,$43.00 total $543.00 per statement of mortgage debt filed,to wit:		543.00
	To do for the amount of attorney's commissions due said H.B.W.Mitchell,as attorney in whose hands morgage was for collection on day of sale,under terms of mortgage, per statement of mortgage debt filed 5% on $543,to wit:		27.15
	To do for the costs of advertising the order Nisi to be passed as to this account, to wit:		3.00
	To Madison brown, auditor, for stating this account		9.00
	To balance, to wit:	377.85	
		$1100.00	$1100.00

Cr.

By balance brought forward, to wit:- $377.85

Dr.

To Samuel NewtonSmith,in his own right as one of the three heirs at law of the mortgagors. 1/3 of said balance,or the sum of	$125.95
To James T.Smith,in his own right as one of the three heirs at law of the mortgagors. 1/3 of said balance,or the sum of	125.95
To Samuel Newton Smith,as one of the two assignees of Mildred L.Thompson,remaining heir at law of the said Mortgagors, ½ of 1/3 of said balance or the sum of	62.97
To James T.Smith,as one of the two assignees of Mildred L.Thompson,remaining heir at law of the said mortgagors, ½ of 1/3 of said balance or sum of	62.98
	$377.85 $377.85

September 27, 1921.

Madison Brown, Auditor.

Nisi Ratification of Audit filed Oct.4th.1921.

H.B.W.Mitchell, assignee of mortgage
Vs.
Samuel N.Smith,et al,mortgagors.

In the Circuit Court for Queen Anne's County, in Equity,

Case No. 2372.

Ordered, this 4th.day of october, in the year nineteen hundredand twenty one,

that the report and account filed in these preceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st.day of October, 1921, provided a copy of this order be published once a week in each of two successive weeks before the 24th.day of october, 1921, in some newspaper printed and published in Queen Anne's County.

Filed October 4th.1921. J.F.Rolph, Clerk.

Certificate of publication of Nisi Ratification of Audit. filed Oct.31st.1923.

Nisi Ratification of Audut.

H.B.W.Mitchell,assignee of Mortgage.	(	In the Circuit Court for
vs.	)	Queen Anne's County,
Samuel N.Smith, et al,mortgagor.	(	in equity, Case No. 2372.

Ordered, this 4th.day of October, in the year nineteen hundred and twenty one, that the Report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed,unless cause to the contrary thereof be shown on or before the 31st.day of October,1921, provided a copy of this order be published once a week in each of two successive weeks before the 24th.day of October, 1921, in some newspaper printed and published in Queen Anne's County,

J.F.Rolph, Clerk.

True copy,Test:

Filed October 4th.1921. J.F.Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Oct. 31st.1921.

The Centreville Record Publishing Co,hereby certified that the Nisi ratification of audit in the case of Mitchell ass.vs. Smith et al. a rue copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County,Maryland, once a week in each of tow successive weeks before the 28th.day of Oct. in the year 1921.

The Centreville Record Publishing Co.
By E.H.Brown, Jr.
President.

Final Order Ratifying Audit. filed Nov.1st.1921.

Ordered, this first day of November, in the year nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County,in Equity, that the within and aforegoing report and account of the Auditor, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order Nisi;the attorney Trustee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Philemon B.Hopper.

Filed Nov. 1st. 1921.

CHANCERY NO. 2378.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of February, in the year nineteen hundred and twenty one, the following Order to Docket Suit was brought to be recorded, to wit:

H.B.W.Mitchell, Attorney named in mortgage.	(	In the Circuit Court
	)	for
Vs.	(	Queen Anne's County,
Bernard N.Embert Cora N.Embert, his wife, Mortgagors.	)	in Equity,
		No.

J.Fletcher Rolph, Clerk:

You will docket suit as per the above titling and file certified copy of Mortgage.

H.B.W.Mitchell,
Attorney.

Certified copy of Mortgage.

Be it remembered, that on this fourth day of November, in the year nineteen hundred and eighteen, the following mortgage was brought to be recorded, to wit:-

This Mortgage, made this twenty ninth day of october, in the year nineteen hundred and eighteen, by Bernard N.Embert and Cora M.Embert,his wife, of Queen Anne's County, in the State of Maryland,

WHEREAS, Bernard N.Embert and Cora M.Embert, are indebted unto Mary M.Comegys of said county and State, in the full and just sum of eight hundred dollarsfor money this day loaned and advanced by said Mary M.Cpmegys unto the said Bernard N. and Cora M.Embert, for the purpose of completing the payment of the purchase money for the land and premises hereinafter described and mortgaged (Purchased by Bernard N.Embert from Hames W.Beecher)which said sum of eight hundred dollars loaned and advanced as aforesaid has been applied by Bernard N. and Cora M.Embert to the completion of the payment of the purchase money for said land and premises for which said prinipal sum the said Bernard N. and Cora M.Embert have drawn and passed unto said Mary M.Comegys their promissory note of even date herewith for the sum of eight hundred dollars payable three years after date at the Centreville National Bank of Maryland, and endorsed upon its face "Secured by mortgage of even date herewith" and for the interest to accrue on said principal sum the said Bernard N. and Cora M.Embert have drawn and passed unto said Mary M.Comegys, their six other promissory notes, each for the sum of twenty four dollars, dated and endorsed as aforesaid and payable at aforesaid bank six, twelve, eighteen, twenty four and thirty six months after date respectively, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

Now this mortgage witnesseth that for and in consideration of the premises and the sum of one dollar, the payment thereof being hereby acknowledged, the said Bernard N.Embert and Cora M.Embert,his wife, do hereby grant and convey unto said Mary M.Comegys all that tract, those lots and parcels of land situate,lying and being in the fifth election district of Queen Anne's County aforesaid, on the north side of the public road leading from Winchester to Perry's Corner, and being at or near Perry's Corner, adjoining the land of Milton L.Ree, the land of Mrs. Annie Bryan and the land of others

containing fourteen acres of land,more or less, and being the same land as that described in a deed dated the twenty fifth day of October, nineteen hundred and eighteen, and recorded among the land records of Queen Anne's County immediately preceding these presents, from James W. Beecher and Sallie E.Beecher,his wife, to Bernard N.Embertto which said deed andthe references therein reference is hereby made for a more full and particular description of said land, being the land and premises where said Embert now resides,described in the aforesaid deed as two lots or parcels of land and so conveyed in said deed but which is now reduced into and cultivated as one tract of land.

Together woth all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the abovedescribed property under the power of sale hereinafter expressed, all annual crops pitched,planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Bernard N.Embert or Cora M.Embert, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Mary M.Cpmegys, her executors, administrators or assigns the aforesaid sum of eight hundred dollars and the interest thereon semi-annually at the rate of six percent per annum, in accordance with the tenor of the aforesaid promissory notes as aboveset forth and shall perform all the covenants, conditions and agreements herein on their part to be performed then this mortgage shall be void; and until default be made in the premises the said Bernard N.Embert his heirs and assigns, shall possess said property.

And the said Bernard N.Embert and Cora M.Embert, for themselves, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, andpending this mortgage to keep insured the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Mary M.Comegys her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secuedand all moneys owing hereunder or secured hereby shall be due and demandable, and the said Mary M.Comegys, her executors, administrators or assigns, or H.B.W.Mitchell, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time,place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under

decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and, third the balance toBernard N. Embert, or whoever may be entitled to the same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage, and when suit has been docketed in the proper Court for the purpose of the foreclsure of this mortgage under the power of sale abovegranted, the said Mary M.Comegys, her executors, administrators or assigns, or H.B.W.Mitchell, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satifaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amunt of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County in Equity, and which said costs, expenses and commissions the said Bernard N. Embert and Cora M.Embert, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

Bernard N.Embert. (SEAL)

Witness as to berhard N.Embert:
J.McK.Tilghman.

Cora M.Embert. (SEAL)

Witness as to Cora M.Embert
Charles O.Coursey.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this twenty ninth day of October, nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared bernard N.Embert and acknowledged the within and aforegoing mortgage to be his act and deed, and at the same time also personally appeared H.B.W.Mitchell, the agent of Mary M.Comegys, the mortgagee, and made oath that the consideration stated in thewithin and aforegoing mortgage was true and bona fide as therein set forth, and also at the same time made oath that he was the agent of said Mary M.Comegys, and duly authorized to make these affidavits.

J.McK.Tilghman.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this fourth day of November, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Cora M.Embert and acknowledged the within and aforegoing mortgage to be her act and deed.

Charles O.Coursey, J.P.
Justice of the peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing isturuly taken and copied from Liber J.F.R. No.1, folio 315, etc, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th.day of Feby. in the year nineteen hundred and twenty one.

Seal's
Place.

J.F.Rolph, Clerk.

Statement of Mortgage debt filed Feby. 14th.1921.

H.B.W.Mitchell attorney named in Mortgage.	( )	In the Circuit Court
	) (	for
Vs.	( )	Queen Anne's County, in
Bernard N.Embert and Cora N.Embert,Mortgagors.	) (	Equity, No.

Statement of Mortgage debt:

Amount of principal indebtedness secured by mortgage	$800.00
Interest on said principal amount of $800.00 from October 29,1918, to Deb. 22, 1921.	111.07
	$911.07
Attorney's commissions on said amount of $911.07 for collection, @.05%	45.55
	$956.62

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this fourteenth day of February, in the year nineteen hundred and twenty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H.B.W.Mitchell, attorney, who says he made the said mortgage investment of eight hundred dollars; that he is familiar with the transaction and has examined the books and papers of Mary M.Comegys, late of Queen Anne's County,deceased, the mortgagee, and made oath that the within and aforegoing statement of Mortgage debt was a true and correct statement of said mortgage debt, to the best of his knowledge and belief.

J.F.Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

Bond filed Feby. 22nd.1921.

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W.Mitchell as principal, and R.Mildred Mitchell, and Eugene L.Dudley, as surety, of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this sixteenth day of February,in the year nineteen hundred and twenty one.

Whereas the said H.B.W.Mitchell, the attorney named in said mortgage, is about to execute the power of sale contained in the mortgage from Bernard N.Embert and Cora M. Embert,his wife, to Mary M.Comegys, dated the twenty ninth day of october, in the year nineteen hundred and eighteen, and recorded in Liber J.F.R.No.1,folio 315.

Now the condition of the above obligation is such, that if the above abounden,the said H.B.W.Mitchell, do and shall abide by and perform any order or decree of any court of equity in relating to the mortgaged property or the proceeds arising therefrom then this obligation to be void;otherwise to be and remain in full force and virtue in law.

Signed,sealed and delivered in the presence of: Kathryn E.Rhodes.	H.B.W.Mitchell.	(SEAL)
	R.Mildred Mitchell.	(SEAL)
	Eugene L.Dudley.	(SEAL)

And on the back of the aforegoing Bond was thus endorsed,to wit:-

Security approved and bond filed February 22, 1921.

J.F.Rolph, Clerk.

Report of Sale filed Feby. 22nd.1921.

H.B.W.Mitchell, attorney named in mortgage.	( )	In the Circuit Court
	) (	for
Vs.	( )	Queen Anne's County,
Bernard N.Embert and Cora M.Embert,his wife,mortgagors.	) (	in Equity,
		No. 2378.

To the Honorable, the Judges of said Court;

The report of sale of H.B.W.Mitchell, the attorney named in the mortgage from Bernard N.Embert and Cora M.Embert,his wife, to Mary M.Comegys, dated the twenty ninth day of October, in the year nineteen hundred and eighteen, to make sale in the event of default in said mortgage, a certified copy of said mortgage being filed in these proceedings, default having occuredin the terms and conditions of said mortgage by reason of nonpayment of the interest on the principal debt secured by said mortgage, taxes and insurance, in execution of the power of sale contained in said mortgage, respectfully sets forth:

1. That after giving bond with approved security for the faithful performance of his trust, and afterhaving complied with all the prerequisites required by law and the said mortgage, and after having given notice of the time,place, manner and terms of sale by advertisement in the Centreville Observer, a newspaper printed and published in Queen Anne's County,Maryland for more than twenty days previous to the day of sale, did, pursuant to said advertisement, attend in front of the Court House door, Centreville, Maryland, nn the twenty second day of Febsuary, nineteen hundred and twenty one, at the hour of 1.30 o(clock P.M. and then and there proceeded tosell said property in said mortgage described, being all that tract, those lots and parcels of land situate,lying and being in the fifth election district of Queen Anne's County aforesaid, on the north side of the public road leading from Winchester to perry's Corner, and being at or near Perry's Corner, adjoining the land formerly of Milton Lee Roe, the land ofMrs.Annie Byyan, and the land of others, containing fourteen acres of land,more or less, and being the same land as that described in a deed dated the twenty fifty day of October, nineteen hundred and eighteen, and recorded in Liber J.F.R.No. ,folio 31, from James W.Beecher and Sallie E.Beecher his wife to Bernard N.Embert, to which said deed and the references therein reference is hereby made for a more full and particular description of said land, described in the aforesaid deed as two lots or parcels of land and so conveyed in said deed but which is now reduced into and cultivated as one tract of land, and sold the same to George H.Wilson,he being then andthere the highest bidder therefor, at and for the sum of eleven hundred and twenty dollars. The purchaser haspaid four hundred and fifty dollars on account of the said purchase money.

All of which is respectfully submitted.

H.B.W.Mitchell.
Attorney named in Mortgage.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this twenty second day of February,in the year nineteen hundred and twenty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County,personally appeared H.B.W.Mitchell,attorney named in mortgage, and made oath that the matters and things set frth in the within and aforegoing report of sale were true as therein stated and that the salewas fairly made.

Fi;ed Feby. 22nd.1921.

J.F.Rolph, Clerk of the Circuit Court for Queen Anne's County.

Certificate of Publication of Advertisement of Sale filed Feby. 22nd.1921.

Mortgage Sale of Small farm.

Under and by virtue of the power of sale contained in the mortgage from Bernard N.Embert and Cora M. Embert,his wife, to Mary M.Comegys, dated october 29,1918,and recorded in Liber J.F.R.No.1,folio 315, a land record book for Queen Anne's County, the undersigned being the attorney named in said mortgage, default having occuredin the terms of said mortgage, will sell at public sale to the highestbidder, in front of the Court House door in the town of Centreville, Queen Anne's County,Maryland, on Tuesday, Feb. 22, '21 at 1.30 o'clock p.m. all that small farm or tract of land improved by dwelling house and outbuildings,consisting of what were formerly two lots of land situate at or nearPerry's Corner, in the fifth election district of Queen Anne's County on the north side of the public road leading from Winchester to Perry's corner, adjoining the land formerlyownedby Milton Lee Roe; the land of Mrs. Annie E.Bryan and the land of others, containing 14 acres of land,more or less, being the land conveyed unto Bernard N.Embert by James W.Beeckerand Sallie E Beecher his wife by deed dated October 25, 1918,and recorded in Liber J.F.R. No.1,folio 313, a land record book for Queen Anne's County.

Terms of sale; One third of the purchase money payable in cash at time of sale and the balance in two equal installment of 1 and 2 years,respectively, from day of sale or all cash at the option of the purchaser, all deferred payments to bear interest fromday of sale and to be secured by the notes of the purchaser, with security to the satisfaction of the undersigned.

T.Frank Seward, Auctioneer.

H.B.W.Mitchell,
Attorney named in Mortgage

THE CENTREVILLE OBSERVER.

Centreville, Md. February 21, 1921.

The Centreville Observer Publishing Co, hereby certified that themortgage sale of a small farm in the case of Bernard N.Embert and Cora M.Embert and Mary M.Comegys, a true copy of which is hereto annexed, was inserted in the Centreville Observer, aweeklynewspaper printed and published at Centreville, Queen Anne's Vounty,Maryland, once a week for four successive weeks before the 22nd. day of February in the year 1921.

The Centreville Observer Publishing Co.
By. S.Chas. Walls, Secty.

Order Nisi filed Aug. 26th.1921.

Nisi.

H.B.W.Mitchell attorney named in mortgage.	(	In the Circuit Court for
	)	Queen Anne's County,
Vs.		
Bernard N.Embert	(	in Equity.
Cora M.Embert.	)	Chancery No. 2378.

Ordered, this 26th.day of August, A.D.1921, that the sale of the real estate made and reported in this cause by H.B.W.Mitchell,attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th.day of October next; provided a copy of this order be inserted in some newspaperprinted and published in Queen Anne's County,Maryland, once in each of four successive weeks before the 28th.day of September next. The report stated the amount of sale to be $1120.

Filed Aug. 26th.1921.

J.F.Rolph, Clerk.

Certificate of publication of OrderNisi filed Oct.28th;1921.

Order Nisi.

H.B.W.Mitchell. Attorney named in mortgage.	)	In the Circuit Court
	)	for Queen Anne's County,
Vs.	(	in Equity.
Bernard N.Embert and Cora M.Embert.	)	Chancery No. 2378.
	(	

Ordered, this 26th.daY of August, A.B.1921,that the sale of the real estate made and reported in this cause by H.B.W.Mitchell,attorney named in mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or beforethe 28th.day of October next; provided a copy of this order be inserted in some newspaper printed and published in Qaeen Anne's County,Maryland, nnce ineach of four successive weeks before the 28th.day of September next. The report states the amount of saleto be $1120.

J.F.Rolph, Clerk.

Filed August 26th.1921. True Copy Test:J.F.Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Oct. 28, 1921.

The Centreville Record Publishing co, hereby certified that the Order Nisi in the case of Mitchell,atty, Ws. Embert Chy. 2378, a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County,Maryland. once in each of four successive weeks (first insertion Aug. 27/21) before the 28 day of Sept. in the year 1921.

The Centreville Record Publishing Co.
By E.H.Brown, Jr.

Final order filed Oct. 29th.1921.

Final Order.

Ordered, this 29th.day of october, nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County, in Equity, that the sale reported by H.B.W.Mitchell, attorney named in mortgage,in the aforegoing proceeding of H.B.W.Mitchell,attorney named in mortgage, vs. Bernard N.Embert and Cora M.Embert,his wife, mortgagors, No.2378 on the Chancery Docket of this Court, 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 preceding order Nisi. H.B.W.Mitchell,the attorney named in the mortgage is allowed the commissions in accordance with the terms and provisions of said mortgage and all expenses not personal upon producing vouchers therefor before the auditor.

Filed October 29th.1921. Philemon B.Hopper.

Audit filed Nov. 4th.1921.

In the Circuit Court for Queen Anne's County, in Equity.

H.B.W.Mitchell,attorney named in mortgage.	(	Chancery Docket
	)	Cause No.
versus	(	2378.
Barnard M.Embert and Cora M.Embert.	)	

To the Honorable, the Judges of said Court:

The report of Madison brown, auditor, unto Your Honors respectfully sets forth:

That in within account stated by him he has first charged H.B.W.Mitchell,the attorney named in the mortgage of this cause and party making sale herein reported under terms of said mortgage, with the amount of the gorss sale made by him, and then by allowing him thereout his commissions on the sale, per termsof the said Mortgage and the rule of this Court, the costs of advertising the notices of sale, and the several ordersnisiof this cause, court costs, auctioneer's fee, taxes paid by him and auditor's fee. After these allowances there remains applicable to the mortgage debt $940.58 which is apportioned between the commissions of H.B.W.Mitchell,attorney in hands the mortgage debt was for collection on day of sale, and the mortgage debt, principal and interest, as set forth in the statement of the mortgage claim as filed, and unto the said attorney is distributed his commissions as ascertained by said apportionment and unto the mortgagee is distributed her proportion of said balance as the amount due her. The said sum of $940.58 is not sufficient to pay the mortgage claim in full.

Respectfully submitted,

Nov. 4, 1921. Madison Brown, Auditor .

The Proceeds of the Sale of the Mortgaged real estate of Bernard N.Embert and Cora Embert,his wife, mortgagors, in account with H.B.W.Mitchell,attorney named in the mortgage mentioned in this cause to make sale of the mortgaged property.

==========

1921. Cr.

Feb.

22 By gross proceeds of the sale of the mortgaged real estate,per report of sale filed, towit: $1120.00

Dr.

To H.B.W.Mitchellattorney in mortgage, party making sale of the mortgaged real estate,his commissions,permortgage and rule of court, sum of		$ 74.70
To do,for the court costs of this cause, per staatment made by clerk of court, asfollows:		
Costs of J.F.Rolph, Clerk	$18.75	
Appearance fee of H.B.W.Mitchell.	10.00	28.75
To do,for the costs of advertising the notice of sale in the Centreville Observer, per bill for same,to wit:		36.00
To do,for the costs of advertising in Centreville Record the order nisi on sale, per receipted bill, to wit:		5.00
To do,for the amount of state and county taxes due by Bernard N.Embert on propebty sold, paid by him for year 1920,per receipted statement of taxes, to wit:-		17.47
To do,for charges of F.T.Seward, auctioneer, for crying sale per receipt for same, to wit:		10.00
To do,for the costs of advertising the order nisi to be passed in ralation to this account,to wit:-		3.00
To Madison brown, Auditor, for stating this account		4.50
To H.B.W.Mitchell,attorney in whose the mortgage was place for collection prior to sale & who has same for collection on the day of the sale,for his commissions on amount audited below to mortgagee's mortgage claim,to wit:		44.79
To Mary M.Cummegys, mortgagee,in part of the mortgage debt to her,this balance,to wit:-		895.79
		$1120.00 $1120.00

Madison Brown.

November 4,1921. Auditor.

Nisi Ratification of Audit.

H.B.W.Mitchell atty. named in mortgage Vs. Bernard N.Embert and Cora M.Embert.his wife,mortgagors.	( ) ( ) ( )	In the Circuit Court for Queen Anne's County, in Equity, Case No. 2378.

Ordered,this 4th.day of November,in the year nineteen hundred and twenty one that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th.day of November, 1921, provided a copy of this order be inserted once a week in each of two successive weeks before the 21st.day of November, 1921, in some newspaper printed and published in Queen Anne's County.

J.F.Rolph.

Filed Nov. 4th.1921. Clerk.

Certification of publication of Nisi Ratification of Audit.

Nisi Ratification of Audit. H.B.W_Mithcell, attorney named in Mortgage	( )	In the Circuit Court for Queen Anne's County, in
Vs.	(	
Bernard N.Embert, and Cora M.Embert, his wife, mortgagees.	)	Equity, CaseNo. 2378.

Ordered this 4th.day of November, in the year nineteen hundred and twenty one, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th.day of November, 1921, provided a copy of this order be published once a week in each of two successive weeks before the 21st.day of November, 1921, in some newspaper printed and published in Queen Anne's County.

J.F.Rolph, Clerk.

True Copy; Test:

Filed November 4th.1921. J.F.Rolph, Clerk.

The Centreville Observer.

Centreville, Md. December 1, 1921.

The Centreville Observer Publishing Co, hereby certified that the Nisi Ratification of Audit in the case of H.B.W.Mitchell, atty, named in mortgage vs. Bernard N. and Cora M.Embert, ~~Mortgagors, a true copy of which is hereto annexed,~~ was inserted in the Centeville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 21st. day of November, in the year 1921.

The Centreville Observer Publishing Co..
By S.Chas.Walls, Secty.

Final Order Ratifying Audit: filed Dec. 2nd.1921.

Ordered this first day of December, nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of the Auditor be, and the same are hereby finally ratifiedand confirmed no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order of ratification nisi, the attorney named in the mortgage (the attorney who made the sale) is directed to apply the proceeds accordingly, with a due proportion of interest as thesame has been or may be received.

Filed Dec. 2nd.1921. Philemon B.Hopper.

CHANCERY CASE NO 2343

QUEEN ANNE'S COUNTY TO WIT:- Be it remembered that on the 24th day of June, 1920, the following Bill of Complaint was filed for record, to wit:

J. Frank Harper and Thomas J. Keating, Attorneys named in Mortgage, Plaintiffs,	)	In the Circuit Court for Queen Anne's County,
VS	)	In Equity
John T. Porter, Mortgagor, Defendant.	)	Foreclosure Proceedings

To- J. F. Rolph, Clerk :

Docket suit as per above titling for the foreclosure of the mortgage from John T. Porter to Adeline B. Thawley, recorded in Liber W.F.W. # 6, folio 560, a land record book in your office and file in said suit a certified copy of said mortgage and the Attorneys' Bond accompanying this order.

J. Frank Harper
Thos. J. Keating
Attorneys named in Mortgage.

Certified Copy of Mortgage filed June 26th, 1920.

8434. Queen Anne's County, to wit: Be it remembered that on the ninth day of March, in the year nineteen hundred and fifteen the following mortgage was brought to be recorded, to wit:

This Mortgage, made this ninth day of March, in the year nineteen hundred and fifteen, by John T. Porter of Queen Anne's County in the State of Maryland, widower, Whereas, the said John T. Porter is justly indebted unto Adeline B. Thawley of Queen Anne's County, aforesaid, for money this day loaned to him in the sum of Six Hundred and fifty Dollars ($650.00) to be repaid with interest thereon half yearly, at the expiration of three years from the date of this mortgage for which said principal sum of Six Hundred and Fifty Dollars the said John T. Porter has passed unto the said Adeline B. Thawley his promissory note bearing even date herewith and payable three years after date to the order of the said Adeline B. Thawley at The Centreville National Bank of Maryland, for the said sum of Six Hundred and Fifty Dollars which said note bears across its face in red ink the endorsement "Note for principal sum secured by mortgage of even date herewith"; and for the interest to accrue on said sum during said three years the said John T. Porter has passed unto the said Adeline B. Thawley his six other promissory notes, each bearing even date herewith, each in the sum of Nineteen Dollars and fifty cents ($19.50) payable to the order of the said Adeline B. Thawley at the Centreville National Bank of Maryland, in six, twelve, eighteen, twentyfour, thirty and thirty six months respectively after date, and each bearing across its face in red ink the endorsement "Interest note secured by mortgage of even date, herewith:"

And whereas, the said loan was made upon the express precedent agreement that the said principal sum of Six Hundred and Fifty Dollars and the interest to accrue thereon as aforesaid, and the said notes given for the same as aforesaid, and the prompt payment of the same at the time hereinbefore set forth, were to be secured and assured by this

mortgage. Nowthis mortgage Witnesseth that in consideration of the premises and of the sum of One dollar the said John T. Porter does hereby grant and convey unto the Adeline B. THawley, her heirs and assigns, in fee simple, all those three tracts or parcels of land, now consolidated into one tract of land or farm, situate, lying and being in The Third Election District of Queen Anne's County, State of Maryland, on the public road leading from Brown's Corner to Booker's Wharf, and described as follows, to , Beginning for the same at a stone on the east side of the said public road, in front of the William J. WElls tract of land owned by Edward S. Leiby and running from thence south seventy six degrees west, fifty one and one half perches to a stone, a corner also for the Clem Wilson land of W. J. Wilson thence north forty three degrees west, twenty two and four tenths perches; thence north sixty one degrees east, fifty two perches; thence south forty one degrees east, twenty four and six tenths perches to a chestnut tree, thence south thirteen degrees thirty minutes east, eleven and four-tenths perches to the beginning, containing nine acres and thirteen and five tenths perches of land, more or less, being the same land which was conveyed to Eugene Clough by deed of Partition between Eugene Clough and wife and Edward B. Clough and wife, bearing date the sixteenth day of June, nineteen hundred and three, and recorded in Liber J.E. G. No5, folios 155 &c., a land record book for Queen Anne's County aforesaid; No.2. All that tract or parcel of land, being part of the tract known as the "Edmeade Tract" situate on the aforesaid public road and described as follows, to wit; Beginning for the same at a stone set in the ground on the east side of the above named public road at the point or place known as "The Pound gate Post" (Being the place where the pound gate post of Sarah Ann Edmeade stood) opposite the above mentioned William J. Wells tract of Edward S. Lieby, and running thence with said public road south thirteen degrees thirty minutes east, fifteen and two tenths perches to a ditch, thence south seventy one degrees fifteen minutes west, forty two and two tenths perches to a hickory tree; thence north forty three degrees west, nineteen perches to a stone; thencenorth seventy six degrees east, fifty one and one half perches to the place of beginning containing five acres and two and eight tenths perches of land, more or less, and being the same land which was conveyed to Eugene Clough by Philemon B. Dill, Sarah Louise Dill and Lucy Jane Binebrink by deed bearing datethe eighth day of June, nineteen hundred and three, and recorded in Liber J.E.G. No.5. folio 153 &c., a Land Record Book for Queen Anne's County aforesaid.

No.3. All that tract or parcel of land situate on both sidesof the public road leading from Browns Corner to Bookers' Wharf, adjoining on the east the lands of Edward S.Lieby on the south the lands of Rev Joel Brown, known as the "Madison Brown Farm" and on the west the said above described parcel No.1 and No.2, the said tract of land hereby described and conveyed as parcel No.3. being a part of the "Edmeade Trac," and being the same land which was conveyed to the said Eugene Clough by John Thomas Clough and Rebecca Clough his wife, by deed, bearing date the thirtieth day of October, nineteen hundred and eight, and recorded in Liber S.S. No.5 folio 389, a land record bbok for Queen Anne's County, excepting therefrom a small piece of land lying over the public road from that part of the land herein mentioned, adjoining the land of Edward D.Leiby and containing about one quarter of an acre of land, which has heretofore been sold to the said Edward S. Leiby.

The said three tracts or parcels of land above described and hereby granted being the same and all the land which was conveyedto the said John T. Porter by the

the said Eugene Clough and Martha L. Clough his wife, by deed bearing date the first day of January, nineteen hundred and twelve, and recorded in Liber W.F.W. No.1, folio 127 &c., aland record book for Queen Anne's County, aforesaid, to which said deed and the references therein contained referenceis herebymade for a further and more definite description of the aforesaid tracts ofland hereby granted and conveyed.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon, erected and being. Andit is hereby agreed that in the event of a sale oftheabove described property under the power ofsale hereinafter expresses all annual crops pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said John T. Porter, his heirs, executors, administrators or assigns, shall well and truly pay to the said Adeline B. Thawley her executors, administrators or assigns, the aforesaid sum of Six Hundreddand Fifty Dollars ($650.00) an and the interest to accrue as aforesaid when and as the same shall become due and payable according to the tenor of the above described promissory notes as above set forth and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void and until default be made in the premises the said John T. Porter, his heirs and assigns shall possess said property .

And the said John T. Porter, for himself, his heirs, executors administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intented to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of debt and interest, or any part of either, and to insure and pending this mortgage to keep insured the improvements on said premises to the amount of at least the insurable value thereof in some company, or companies approved by the said Adeline B. Thawley her executors, administrators or assigns and to the said policy or policies in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand to the mortgagee her executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value, But, in case of default in payment of said debt, or the interest to accrue thereon or any part of either, as they severally fall due, or in any covenant, condition, or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Adeline B. Thawley, her execuotrs, administrators or assigns, or J. Frank Harper and Thomas J. Keating of the survivor of them, her and their hereby duly constituted attorneys for the purpose, are hereby authorized and empowered to sell said said premises upon giving twenty days notice previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as partly selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of and to be secured by the note or notes of the purchaser with security to be approved by the person making the sale, the credit payments if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first all expenses incident to such sale, including compensation to the person making sale the same as allowedto Trustees selling real estate

under decree of the Circuit Court for Queen Anne's County, in Equity, second all moneys owing hereunder as secured hereby, whether the same shall have then matured or not, and third, the balance to the said John T. Porter, or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Adeline B. Thawley her executors, administrators or assigns or Frank Harper and Thomas J. Keating, her and their said attorneys shall not be required to receive and acceptthe principal and interest of said mortgage indebtedness in satisfaction thereof unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure prodeedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and acommission on the total amount of the mortgage indebtedness, principal and interest equal to one half the commission allowed Trustees for making sale of real estate under decreeof the Circuit Court for Queen Anne8s County, in Equity, and which said costs, expenses and commissions the said John T. Porter, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay; Witness the hand andseal of the said mortgager.

Test: Wm. E. Thompson John T. Porter (SEAL)

Stateof Maryland, Queen Anne's County, to wit:

I hereby certify that on this ninth day of March, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County,aforesaid, personally appeared John T. Porter and acknowledged the aforegoing mortgage to be his act.

Wm. E. Thompson

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this ninth day of March, in the year nineteen hundred and fifteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Thomas J. Keating agent for Adeline B. Thawley, the within named Mortgagee, and made oath in due form oflaw that the consideration stated in the within mortgage is true and bonafide as therein set forth, and did further make oath as aforesaid that heis the duly authorized agent of the said Adeline B. Thawley to make the aforegoing affidavit as to the consideration stated in the aforegoing mortgage.

Wm. E. Thompson

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W. No.6 folio 560 &c a Land Record Book for Queen Anne's County. In Testimony whereof I heretosubscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 24th day of June, A.D. 1920.

PLACE OF SEAL. J.F. Rolph_ Clerk

Security Approved and Bond filed June 24th, 1920.

KNOW ALL MEN BY THESE PRESENTS, that we J. Frank Harper and Thomas J. Keating, of Queen Anne's County, State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a bodycorporate duly authorized by its charter to become sole surety on bonds are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made we bind ourselvesandeach of us, our and each of our heirs, executors and administrat ors, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this ninth day of June, in the year nineteen hundred and twenty.

WHEREAS the above bounden J. Frank Harper and Thomas J. Keating, the Attorneys named in the power of sale contained in the mortgage from John T. Porter to Adeline B. Thawley, bearing date the ninth day of March, nineteen hundred and fifteen, and recorded in Liber W.F.W. No.6, folio 560 &c., a land record book for Queen Anne's County, Maryland, are, by virtue of said power of sale in said mortgage, authorized and empowered to sell the property described in said mortgage in case of default being made in any of the terms, conditions or agreements contained therein:

AND WHEREAS such default has occured in the terms, covenants, conditions and agreements of said mortgage by reason of the non-paymentof the principal mortgage debt namedin said mortgage and by reason of the non-payment of the interest covenanted to bepaid upon said principal mortgage debt by the terms of said mortgage, at the times therein respectively provided for the payment thereof, and the said J. Frank Harper and Thomas J.Keating are about to execute the said power of sale vested in them as Attorneys as aforesaid in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden J. Frank Harper and Thomas J.Keating do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise tobe and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

(as to Thomas J. Keating)

John Palmer Smith
(As to J. Frank Harper)

Henry J.Lease.

J. Frank Harper (SEAL)

Thomas J. Keating (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Chas. O. Scull
Vice-President.

AtteSt: William J. McFeeley.
Asst. Secretary.

J. FRank Harper and Thomas J. Keating	}	In the Circuit Court
Attorneys named in Mortgage, Plaintiffs.	}	for
Vs	}	Queen Anne's County,
John T. Porter, Mortgagor, Defendant.	}}	In Euity.

REPORT OF SALE.

To the Honorable, the Judges of said Court:-

The Report of J. Frank Harper and Thomas J. Keating, Attorneys named in the mortgage to Adeline B. Thawley from John T. Porter, dated the 9th, day of March in the year 1915, and recorded among the land record books for Queen Anne8s County, Maryland, a certified copy of which mortgage is duly filed in the above proceedings, to make saleof the real estate described in said mortgage,to your Honors shows:

That after default under said mortgage in the non payment of both the mortgage debt and interest had occured and after the said attorneys had filed with the Clerk of this Court a Bond said attorneys had filed with the Clerk of this Court a Bond duly approved by the clerk of this Court, as required by law conditioned according to law, and after due notice and advertisement of the time place, manner and terms of sale by advertisement insertedin the Centreville Record and in the Centreville Observer, two newspapers printed and published in Queen Anne's County, Maryland, for more than twenty days before the day of sale, as required by the terms of said mortgage, the said J. Frank Harper and Thomas J. Keating, as the Attorneys named in said mortgage and acting through the said Thomas J. Keating, present in person and who was within telephonic communication with said J. Frank Harper, and acting with his direct authority, did attend in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, at one o(clock P.M. on Tuesday, June 29th, 1920, and did then and there offer the real estate described in the aforesaid mortgage, consisting of the tract of land or small Fram, whereon John T. Porter resided at the time of hid death composed of several parcels now embraced in one farm situate in the Third Election District of Queen Anne's County, Maryland, on the public road leading from the Cantreville- Church Hill Road to Bookers Wharf, adjoining the farm of Rev. Joel Brown and the land of others, containing about seventeen acres of land, described and conveyed in the deed to John T. Porter from Eugene Clough and wife by deed dated Jan.1st. 1912, and recorded /mong the aforesaid land record books in Liber W.F.W. No.1, folio 127, &c.,

The Attorneys announced that the small strip of land on the right of the aforesaid public road adjoining Edward Leiby was exempt from the sale and that the purchaser would be entitled to the landlord's interest in crops harvested during remainder of the year 1920.

After reading the advertisement of sale and making announcement of the terms of sale, the aforesaid real estate was then and there offered for sale and sold to Charles M. West and George H. Ryland, who were then and there the highest bidders therefor, at and for the sum of Nine Hundred and Fifty Dollars.

A Certified Copy of the advertsiement of sale as published in the Centreville Record is herewith filed as a part of this Report of Sale.

Respectfully submitted

J. Frank Harper

Thos. J. Keating

Attorneys named in Mortgage.

MORTGAGE SALE

OF

SMALL FARM

The undersigned attorneys named in the mortgage from John T. Porter to Adeline B. Thawley, dated the 9th day of March, 1915, and recorded in Liber W.F.W. No.6. folios 560 & c., a land record book for Queen Anne's County, Maryland, by virtue of the power of sale contained therein and default having been made under the terms of said mortgage, will sell at public sale in front of the Court House, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday June 29, 1920, at the hour of 1 o'clock P.M. the real estate described in said mortgage to wit:

THE SMALL FARM or tr ct of land whereon the said John T. Porter resided at the time of his death, situate on both sides of the public road leading from Brown's Corner to Booker's Wharf in the Third Election District of Queen Anne's County, aforesaid, adjoining the land of Edward Leiby the Land of Rev. Joel Brown and the land of others containing 17 Acres of Land more or less conveyed to John T. Porter by deed from Eugene Clough and Martha L. Clough, his wife, and in said deed described in three parcels. The improvements consist of a Comfortable Dwelling stable, and other out buildings all located on the left of the Brown's Corner-Booker Wharf Road about half way between Centreville and Church Hill just off the State Road.

Terms of Sale:- One third of purchase money payable in cash and the remainder in two equal instalments payable respectively in 1 and 2 years from day of sale, or all cash option of the purchaser, the credit payments to bear interest from day of sale and to be secured to the satisfaction of the attorneys.

J. Frank Harper

Thomas. J. Keating

Elmer Anthony Auctioneer.

Attorneys named in Mortgage

THE CENTREVILLE RECORD

Centreville Md., July 2nd, 1920

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Harper & Keating attys named in mortg vs John T. Porter mortgagor a true copy of which is hereto annexed was inserted in The Centreville Record a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 29th day of June, in the year 1920.

The Centreville Record Publishing Co.,

By E.H. BRown, Jr.

J. Frank Harper and Thomas J. Keating Attorneys named in Mortgage, Plaintiffs VS John T. Porter, Mortgagor Defendant	)	In the Circuit Court for Queen Anne's County In Equity Foreclosure Proceedings.

ORDER NISI

Ordered this second day of July, in the year 1920, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sales of the real estate made by J. Frank Harper and Thomas J. Keating attorneys named in the mortgage from John T. Ported to Adeline B. Thawley, dated the 9th day of March, 1915, and recorded in Liber W.F.W. #6 folios 560 &c., a land record book for Queen Anne's County, to make sale of the real estate in said mortgage described, and reported in the above cause, be ratified described and reported in the above cause,be ratified and confirmed, unless cause to the contrary thereof be shwon on or before the 4th day of September, 1920, provided a copy of this order nisi be inserted in anewspaper published and printed in Queen Anne(s County in each of four successive weeks beforethe 4th day of August next.

The report states the amount of sale to be $950.00

J.F. Rolph, Clerk

Filed July 2nd, 1920.

ORDER NISI.

J. FRank Harper and Thomas J. Keating
Attorneys named in Mortgage, Plaintiffs

VS.

John T. PorTer, Mortgagor,

Defendant

In the Circuit Court for Queen Anne's County in Equity, Foreclosure Proceedings.

Ordered, this second day of July, in the year 1920, by thr Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sales of the real estate made by J. Frank Harper and Thomas J. Keating, Attorneys named in the mortgage from John T. Porter to Adeline B. Thawley, dated the 9th day of March, 1915, and recorded in Liber W.F.W. No.6 folios 560 a Land Record Book for Queen Anne's County, to make sale of the real estatein said mortgage described, and reported in the above cause, be ratified and confirmed , unless cause to thecontrary thereof be shown on or before the 4th day of September, 1920, provided a copy of this order nisi be inserted in a newspaper published and printed in Queen Anne's County once in each of four successive weeks before the 4th day of August, next. The RepoRt states the amount of sale to be $950.00.

J.F. Rolph Clerk

True Copy, Test:

J.F. Rolph_ Clerk

Filed, July 2nd, 1920.

J. Frank Harper and Thomas J. Keating Attorneys named in Mortgage, Plaintiffs, VS John T. Porter, Defendant.	} } } } }	In the Circuit Court for Queen Anne's County, In Equity.

STATEMENT:

Statement of Mortgage Debt, interest & c., due under Mortgage from John T. Porter to Adeline B. Thawley dated March 9th, in the year 1915, and recorded in Liber W.F.W. No.6 folio 560 &c., a land record book for Queen Anne's County, Maryland, a certified copy of which said mortgage is filed in these proceedings and the property described in said mortgage has been sold under foreclosure proceedings by Thomas J. Keating and J. Frank Harper, Attorneys named in said Mortgage.

Amount of Mortgage Debt	$ 650.00
Interest due March 9th, 1919	$ 19.50
Interest due September 9th, 1919	$ 19.50
Interest due March 9th, 1919	$ 19.50
Interest due March 9th, 1920	$ 11.90
	720.40
Attorneys Commissions	36.00
	756.40
Fire Insurance Premium	32.52
Total due.	788.92

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that on this 4th, day of June, in the year 1921, before me, the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating one of the attorneys named in the aforegoing Mortgage, and made oath in due form of law that the aforegoing statement of the amount due unto the aforesaid mortgage is true to the best of his knowledge and belief.

J.F. Rolph Clerk

J. Frank Harper and Thomas J. Keating Attorneys named in Mortgage Plaintiffs VS John T. Porter, Mortgagor, Defendant.	} } } }	In the Circuit Court for Queen Anne's County in equity.

Ordered this third day of June, in the year 1921, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sales of the real estate made by J. Frank Harper and Thomas J. Keating, Attorneys named in the mortgage from John T. Porter to Adeline B. Thawley dated the 9th day of March, 1915, and recorded in Liber W.F.W. 6 folio 560 &c., a land record book for Queen Anne's County to make sale of the real estate in said Mortgage described, and reported in the above cause, be and the same is hereby finally ratified and confirmed.

Philemon B. Hopper.

IN the Circuit Court for Queen Anne's County in Equity.

J. Frank Harper and Thomas J. Keating, Attorneys named in Mortgage,	)	Chancery Docket
versus	)	Cause No.
John T. Porter, Mortgagor,	)	2343.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor unto Your Honors respectfully sets forth: That in the within account stated by him he has first charged J. Frank Harper and Thomas J. Keating, parties making the mortgage sale herein reported with the gross amount of the sale made by them, and then thereout allowed their commissions per rule of court, the costs of advertising notice of sale and order nisi on sale, costs of their bond, court costs, per receipted statements filed, costs of auctioneer for selling property, costs of advertising order nisi to be passed as to this account and auditor's fee. The balance remaining is not sufficient to pay the mortgage debt in full and is distributed unto the executors of the deceased mortgagee (see certificate of register of Wills filed). A statement of the mortgage debt is appended below.

Respectfully submitted, Madison Brown, Auditor.

Nov.18, 1921.

Statement of the Mortgage Claim.

Amount of the mortgage claim on the day of sale, per statement filed:	$788.92
Credit: by the amount applicable thereto by within account	724.25
Balance due on mortgage with interest thereon from June 29, 1920	64.67

Madison Brown
Auditor.

The Proceeds of the Sale of the Mortgaged Real Estate of John T. Porter mortgagor, in account with J. Frank HArper and Thomas J. Keating, Attorneys named in Mortgage parties making mortgage sale.

1920

June 29 By gross proceeds of the sale of the mortgaged real estate, per report of sale filed, to wit: $950.00

Dr.

June 29, To J. Frank Harper and Thomas J. Keating, parties making sale reported for their commissions per terms of mortgage, to wit: 64.25

To do., for the court costs of this cause, per statement of clerk of court filed:

Costs of J.F. Rolph, Clerk, paid	$18.50	
Appearance fee of Plaintiffs' attys'	10.00	
Costs of W.T. Bishop, register, paid	50	29.00

To do for the charges of Elmer Anthony auctioneer crying sale, to wit: 10.00

To do for costs of advertising in Centreville Record notice of sale order nisi on sale per receipted statement for same, to wit: 50.00

To do., for costs of advertising order nisis to be passed as to this report and account	3.00	
To do., for costs of advertising in Centreville Observer, notice of sale, per receipted account:	45.00	
To do., for the costs for two years of their bond with corporate surety thereon, filed in this cause, per receipted for same, to wit:	20.00	
To do., Madison Brown, auditor for stating this account:	4.50	
To James A. Thawley and Thomas J. Keating, Executors of the last will and testament of Adeline B. Thawley, deceased mortgagee, on account of her mortgage claim, this balance which is not sufficient to pay mortgage debt in full, to wit:	724.25	
	$ 950.00	$950.00

November 18, 1921 Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

J. Frank Harper & Thomas J. Keating, Attys. named in Mor tgage	)	In the Circuit Court for Queen Anne's County
VS.	)	in Equity
John T. Porter.	)	Case No. 2343

ORDERED, This 18th day of November in the year nineteen hundred and twenty one that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of December, 1911, provided a copy of this order be published once a week in each of two successive weeks before the 6th day of December, 1911, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph Clerk

Filed November 18th, 1921.

NISI RATIFICATION OF AUDIT.

J. Frank Harper and Thomas J. Keating, Attorneys named in Mortgage

Vs.

John T. Porter.

In the Circuit Court for Queen Anne's County, in Equity Case No.2343.

Ordered this 18th day of November, in the year nineteen hundred and twenty one, that the report and account filed in these proceedings by Madison Brown, Auditor be ratified and confirmed, unless cause to the contarary thereof be shown on or before the 14th day of December, 1921, provided a copy of this order be published once a week in each of two successive weeks before the 6th day of december, 1921, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk

True Copy: Test:

Filed November 18th, 1921. J.F. Rolph, Clerk

THE CENTREVILLE RECORD

Centreville, Md., Feb. 11th, 1922.

The Centreville Record Publishing Co., hereby certifies that the Nisi ratification of Audit in the case of Harper & Keating attys named in mortg vs John T. Porter a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published in Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 6th day of December, in the year 1921.

The Centreville Record Publishing Co.,

By E.H. Brown Jr.,

J. Frank Harper and Thomas J. Keating Attorneys named in Mortgage,	In the Circuit Court for Queen Anne's County, in Equity
VS	
John T. Porter, Mortgagor.	Cause No. 2343.

Ordered, this eleventh day of February, in the year nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same id hereby finally ratified and confirmed no cause to the contary thereof having been shown, although due notice appears to have been given in accordance with and as required by the conditional order of ratification of said Report and Account passed in the above cause on November 18, 1921; and J. Frank Harper and Thomas J. KEating, Attorneys named in Mortgage and Vendors, are hereby authorixed and directed to pay out and disburse the several amounts distributed therein in accordance therewith.

Philemon B. Hopper

CHANCERY CASE # 2366.

QUEEN ANNE'S COUNTY TO WIT: Be it remembered that on the 1st day of December in the year nineteen hundred and twenty the following Order to Docket Suit was filed, to wit:

Sidney P. Townshend, Assignee	#	In the Circuit Court for
Vs.	#	Queen Anne's County.
H. THeodore Jewell	#	In Equity No. 2366
Katherine Alberta Jewell	#	

Mr. J. Fletcher Rolph, Clerk:

Please docket the above entitled case, enter my appearance for the Plaintiff file a certified copy of the mortgage from H. Theodore Jewell and Katherine Alberta Jewell to the Federal Bank of baltimore, and the assignment from said Bank to myself, duly recorded among the Land Records of Queen Anne's County, Maryland, in Liber J.F.R. No.3 folio 491 etc., approve and file the enclosed Bond of Sidney P. Townshend, Assignee.

Says

Sidney P. Townshend

Solicitor for Plaintiff.

Bond filed December 1st, 1920.

KNOW ALL MEN BY THESE PRESENTS,

THAT WE Sidney P. Townshend, (Assignee as hereinafter set forth) as principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety are Held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand ($10,000.00) Dollars to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 1st day of December, in the year nineteen hundred and Twenty.

WHEREAS, the above bounden Sidney P. Townshend, Assignee of the Federal Land Bank of Baltimore by virtue of the power contained in a mortgage from H. Theodore Jewell and Katherine Alberta Jewell to The Federal Land Bank of Baltimore bearing date the 31st day of December, nineteen hundred and Nineteen and recorded among the mortgage records of Queen Anne's County in Liber J.F.R. No.3. Folio 491 etc and which said mortgage was duly assigned by the Federal Land Bank of Baltimore to the said Sidney P. Townshend on the 15th day of November, 1920 and is duly recorded in the above mentioned Land Records and the said Sidney P. Townshend, Assignee, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden Sidney P. Townshend, Assignee as aforesaid, do and shall well and truly perform faithfully the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of: Florence H. Kent.

Sidney P. Townshend (SEAL)

And on the back of the aforegoing Bond was thus endorsed, to wit: Security approved and Bond filed December 11th 1920.
J.F. Rolph, Clerk.

Hartford Accident and Indemnity
Company
By Sidney P. Townshend (SEAL)
Attorney in fact

THE FEDERAL LAND BANK OF BALTIMORE, hereby assigns the mortgage hereunto attached, executed by H. Theodore Jewell and Katherine Alberta Jewell, on December 31st, 1919, to secure the sum of Five Thousand $5,000.00 to Sidney P. Townshend.

WITNESS the hand and seal of Vulosko Vaiden, its President, duly attested by C.R. Titlow, its secretary, and the corporate seal of the said The Federal Land Bank of Baltimore, this 15th day of November, 1920.

THE FEDERAL LAND BANK OF BALTIMORE.

By Vulosko Vaiden (SEAL)
President

Assignment filed and recorded
November 19th,1920, in Liber
J.F.R. no.3 folio 495 a Land
Record Book for Q.A. Co.,
J.F. Rolph, Clerk.

Attest: C.R. Titlow
Secretary.

COPY OF MORTGAGE.

MARYLAND

AMORTIZATION MORTGAGE.

THIS MORTGAGE, made this thirty first day of December, in the year One Thousand Nine Hundred and Nineteen by and between H. Theodore Jewell and Katherine Alberta Jewell, his wife of Kent County, in the State of Maryland, hereinafter referred to as party of the first part, and The Federal Land Bank of Baltimore, of Baltimore, Maryland, party of the second part, a body corporate hereinafter mentioned as the Bank:

WHEREAS, The said party of the first part is justly indebted to and unto the said The Federal Land Bank oF Baltimore, in the full and just principal sum of Five Thousand Dollars ($5,000.00) current money, this day loaned the said party of the first part by the said Bank, being apart of the purchase price of the land and premises hereinafter described to be acquired, the receipt whereof is hereby duly acknowledged; and

WHEREAS, the said party of the first part has executed and delivered unto the said Bank a promissory note, of even date herewith, for the said principal sum of Five Thousand Dollars, with interest thereon at the rate of Five and One Half per centum, per annum, payably to the order of said Bank in Sixty-Eight semi-annual payments of One Hundred Sixty two Dollars and Fifty Cents each and a final payment of One Hundred Sixty Two Dollars and Four Cents, said payments beginning six months from the date hereof, which said payments are on the organization plan, to better secure the payments of which said principal sum and the interest thereon as above set forth, as and when each of said payments shall become due and legally demandable, these presents are

executed:

NOW, THEREFORE, This Mortgage Witnesseth: ThaT for and in consideration of the premises and the sum of One Dollar, the said party of the first part does hereby bargain and sell, grant and convey to and unto the said The Federal Bank of Baltimore, a body corporate, as aforesaid, its successors and assigns, the following described property, to wit:

All That farm or parcel of land called "The Johnson Harris Farm" situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and described as follows:

Beginning for the same in the public road leading from Chestertown to Millington opposite the division fence between the land hereby granted and the land of W.L. Godwin, adjoining and running thence North 74 deg. East 122.4 perches and to the land of N.J. milbourne, thence with said land South 16 deg. East 78 perches to a large stone; thence South 45 deg. East 89 perches to a stone, thence South 6¼ deg. East 20 perches to a stone at the corner of the land of Pere Lynch; thence with said land North 87 deg. West 162.8 perches the land of W.L. Godwin; thence North 19½ deg. West 124 perches to the beginning, and containing 119 acres, 1 rood and 14 perches of land.

Being the same land that was conveyed to the said H. Theodore Jewell by deed from James W. Walls and wife, dated the 31st day of December, 1919, and recorded among the land recordsof sais county in Liber folio,

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

AND IT IS HEREBY covenanted and agreed with said Bank that said party of the first part islawfully seized of said premises; that said party of the first part has a good right to sell or convey the same, and that the same are free and clear of all encumbrances.

PROVIDED that if the said party of the first part or the heirs, personal representativesor assignsof said party of the first part, shall well and truly pay or causeto be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for the payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank asto the purpose or purposes which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under the "Federal Farm Loan Act", approved July 17th, 1916, and amendments thereof, and is hereby agreed tobe in all respects subject to and governed by the terms and provisions of same.

The party of the first part shallpay simple interest on all defaulted or overdue semi-annual payments, at thehighest rate allowed by this State, not to exceed eight per cent, per annum, accounting from the date of such default.

In the event that party of the first partshall fail to pay any taxes, liens, judgements or assessments against said premises when due, or to maintain insurance

as herein provided for, the Bank may make such payments, or maintain such insurance and the amount paid therefor shall become subject to the lien of this mortgage and bear interest from date of payment at the highest rate allowed by this State, not exceeding eight per cent, per annum.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of Twenty-five Dollars, or any multiple thereof, or the entire amount then due. Such additional payments if any, shall not reduce thereafter the periodical payments herein contracted to be made, but shall operate to discharge this debt at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

And it is agreed that, until default be made in the premises, the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes, liens, judgements and assessments, public debts and charges of every kind, levied, assessed or to be levied or assessed on said hereby mortgaged property which taxes, liens, judgements or assessments, public dues, charges, mortgage debt and interest, the said party of the first part individually, and on behalf of heirs, personal representatives and assigns, does hereby duly covenant to pay when legally demandable. But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of the first part shall permit any taxes, liens, judgements or assessments on said land to become delinquent or fail to keep the buildings insured as herein provided or apply the proceeds of this loan to substantially different purposes from those for which it was obtained or shall by neglect permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage then the whole debt hereby secured shall, at the option of the said Bank, become immediately due and demandable, and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be in the manner following: viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first to the payment of all expenses incident to such sale, including a fee of twenty-five Dollars and a commissions to the party making sale of said property, in the discretion of said Bank, not to exceed 5% on the amount of sale, secondly: to the payment of all claims of the said mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said party of the first part or the personal representatives or assigns of said party of the first pary or to whomever may be entitled to the same.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertionof the advertsiement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisemnet or notice,all expenses incident to said advertsiement or notice, all Court costs and all expenses incident to the foreclosureproceedings under this mortgage, and a commission on the total amountof the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions aforesaid, personal representatives and assignshereby covenants to pay, and the said Mortgagee, its successors or assigns or its duly appointed agent or attorney, shall not be required to receive theprincipal andinterest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, bue said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expensesand commissions.

It is further covenanted and agreed that if the party of the first part has heretofore given, made or grantedto any person or corporation any option, lease, right or privilege for any mineral, coal, oil or otherisub-surface, or surface right or rights, or for any right or privilege, the rents, profits, royalities and revenues at any time arising from such option. lease right or privilege during the continuance of this mortgage and accruing to party of the first part, whether said option, lease, right or privilege be operated or exercised or not at the time of the execution hereof, shall be paid over to said Bank, and by it applied to the reduction of the principal of this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors interest in said option, lease, rightor privilege for the purpose aforesaid; provided that in all cases where said option,lease, right or privilege has not been exercised or operated before the making of this indenture, but is hereafter exercised or operated thereupon the party of thesecond part shall at its election have the right to demand of the party of the first part,payment in full of the debt secured to be paid by this indenture; provided, that before any proceedings for foreclosure shall be commenced or had theparty of the second part shall give 30 days notice in writing to the party of the firstpart of such election and demand for payment of the said debt; and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right shall be made or granted upon, to or in connection with said lands herein described subsequent to the execution of this indenture, without the consent of the said Bank having first been obtained in writing.

And the said party of the first part individually and on behalf of personal representatives and assigns, does further covenant to insure and pending the existence of this Mortgage, tokeep insured in some good company satisfactory to the said Mortgagee, its successorsor assigns, the improvements on the hereby mortgaged property to the amount of at least Eight Hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed as in the case of fire, to enure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

It is agreed by the parties hereto that no assignment, transfer or release, of this mortgage shall be made, except upon or annexed to the original mortgage or a duly certified copy thereofmade by the Clerk or recorder of the Court in which this

mortgage is recorded, and by order of said Court sitting in equity. And no such assignment, transfer or release shall be entered upon the records of said Court unless same be authorized by and copied from an assignment, transfer or release upon, annexed toor presented with, the original mortgage or a duly certified copy thereof made as aforesaid to which shall be attached or annexed an affidavit by said Bank that the original has been lost, stolen or destroyed.

And it is further agreed by the parties and those claiming through, by or under them, that an assignment of this mortgage as aforesaid shall carry with it an assignment of the amortization note which it is given to secure.

Witness the handsand seals of the daid Mortgagors

H. THeodore Jewell (SEAL)

Katherine Alberta Jewell(SEAL)

Teste:

J.Raymond Simpers.

State of Maryland,

Kent County, to wit:

I hereby certify that on this 31st day of December, in the year One Thousand Nine Hundred and Nineteen before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Theodore Jewell and Katherine Alberta Jewell, his wife, the Mortgagors named in the aforegoing mortgage, and duly acknowledged the said Mortgage to be their Act; at the same time also appeared Sidney P. Townshend and made oaTh in due form of law that the consideration set forth in said mortgage is true and bons fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavitt.

AS WITNESS my hAnd and Notarial Seal the day and year first above written.

J. Raymond Simpers

My Commission expires May 3rd, 1920. Notary Public

Sidney P. Townshend, Assignee	#	In the Circuit Court
VS	#	for Queen Anne's County, Maryland,
H. THeodore Jewell	#	In Equity 2366.
Katherine Alberta Jewell	#	

To the Honorable, the Judges of said Court:-

The Report of Sidney P. Townshend, Assignee of the mortgage from H. Theodore Jewell and Katherine Alberta Jewell to The Federal Land Bank of Baltimore, dated the 31st day of December 1919, and recorded in Liber J.F.R. No.3, folio 491 etc, one of the land records for Queen Anne's County, Maryland, a certified copy of which said mortgage is filed in these proceedings, respectfully shows:

That default having been made under said mortgage by the failure to make the payment provided in said mortgage when and after the same became due and payable, the said Sidney P. Townshend, as Assignee by Assignment dated the 15th day of November 1920, executed by the Federal Land Bank of Baltimore, and duly recorded in the lands records of said Queen Anne's County in Liber J.F.R. No.3. folio 495, proceeded to exercise the power contained in said mortgage and make sale of the real estate conveyed in said mortgage, and after giving at least twenty days notice of the time, place, manner and terms of sale by publication in the centreville Observer, a newspaper published weekly in said Queen Anne's County and by hand the slips of advertsiement, the advertisement having been published in said newspaper once a week for four successive weeks before the 28th day of december in the year 1920 as will appear by the certified copy of said advertisement filed herewith, and having given bond with security approved by the Clerk of this Court and having complied with all the prequisites, the said Sidney P. Townshend, did on the 28th day of december, 1920, between the hours of one and two o(clock P.M. in front of the Court House Door in Centreville, Queen Anne's County, Maryland, offer the mortgage real estate in said mortgage conveyed at public sale.

But that after crying the sale for a considerable time no bona fide bid was received and the said property was withdrawn.

That afterwards to wit: On or about the 24th day of January in the year 1921, the said Sidney P. Townshend, Assignee as aforesaid, proceeded again to advertise the real estate mentioned in the aforesaid mortgage so assigned to him and after giving twenty days notice of the time, place, manner and terms of sale by publication in the Centreville Observer, a newspaper published in Queen Anne's County Maryland, the advertisement having been published in said newspaper once a week for four successive weeks as will appear by certified copy of said advertisement filed herewith, and in pursuance of said advertisement did on the 14th day of February, 1921, between the hours of 11 A.M. and 12 o'clock Noon in front of the Sudlersville Bank of Sudlersville Queen Anne's County, Maryland, offer the said mortgage real estate in said mortgage conveyed and did then and there sell the said real estate to E.A. Strout at and for the sum of Six Thousand Nine Hundred Dollars ($6900.00), he being then and there the highest bidder at and for the said sum.

And the said Sidney P. Townshend, Assignee as aforesaid, further reports that the said E.A.Strout has complied with the terms of sale.

All of which is most respectfully submitted.

Sidney P. Townshend
Assignee.

STate of Maryland, Kent County, to wit:

I hereby certify that on this 8th day of March, 1921, before me, a Notary Public of the State of Maryland, in and for Kent County, personally appeared Sidney P. Townshend, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true to the best of his knowledge and belief and that the sale was fairly made.

As witness my hand andseal Notarial

Alice R. Smith

Notary Public

. . . .

ASSIGNEE'S SALE

of Valuable

SEVENTH DISTRICT FARM.

By Virtue of a power of sale contained in a Mortgage from H. Theodore Jewell and Katherine Alberta Jewell, his wife, to the Federal Land Bank of Baltimore, dated the 31st day od December, 1919, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber J.F.R. No.3. folio 491 etc and duly assigned unto the undersigned Assignee for the purpose of foreclosure default having been made in complying with the terms of said mortgage, with the undersigned Assignee will offer at public sale in front of Sudlersville Bank in Sudlersville, Queen Anne's County, Maryland, on Monday February 14,'21 between the hours of 11 A.M. and 12 o'clock noon all that farm tract or parcel of land known as the Johnson Harris Farm adjoining the lands of W.L. Godwin and others, Containing 119 Acres 1 Rood and 14 Perches of Land, more or less and being the same land that was conveyed to the said H. Theodore Jewell by deed from James H. Walls and wife dated the 31st day of December, 1919 and recorded among the Land Records of said Queen Anne's County immediately preceding the record of said mortgage.

The improvements consist of a Frame Dwelling containing nine rooms with bath, reception hall and three porches and cellar all practically new. Good cellar, and implement shed, Six stall stable in fair condition, windmill and tank supplying water to house and barn meat house and poultry house. Small orchard of apples, pear and plums, Grapes for home use.

TERMS OF SALE- $2,000.00 Cash on day of sale and balance with interest upon final ratification of sale, or all cash at the option of purchaser. Title papers and all other expenses incident to transfer, including revenue stamps to be at the expense of the purchaser.

Sidney P. Townshend, Assignee.

The above sale will take place at my request.

H.T. Jewell.

THE CENTREVILLE OBSERVER

CENTREVILLE MD., March, 7/21.

The CenTreville Observer Publishing Co., hereby certifies that the Assignee's Sale of Real Estate in the case of H. Theodore Jewell and wife to The Federal Land Bank of Baltimore a true copy is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published in

at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 14th day of February in the year 1921.

The Centreville Observer Publishing Co.,
By J. Chas Walls Secy.

NISI

Sidney P. Townshend Assignee	#	In the Circuit Court for Queen Anne's County
VS	#	In Equity
H. Theodore Jewell Katherine Alberts Jewell	#	Chancery No. 2366

Ordered this 9th day of March A.D. 1921 that the sale of the real estate made and reported in this cause by Sidney P Townshend Assignee be ratified and confirmed unless causeto the contrary thereof be shown on or before the 20th day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week of four successive weeks before the 20th day of April, next.

The Report states the amount of sales to be $6,900.00

J.Fletcher Rolph Clerk

Filed March 9th, 1921.

ORDER NISI

Sidney P. Townshend assignee, vs H. Theodore Jewell and Katherine Alberta Jewell, In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2366

ORDERED this 9th day of March, A.D. 192, that the sale of the real estate made and reported in this cause by Sidney P. Townshend assignee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of May, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of April, next.

The report states the amount of the sales to be $6, 900.00

J.F.Rolph, Clerk

TRue Copy-

Filed March, 9th, 1911.

Test: J F.Rolph, Clerk

THE CENTREVILLE OBSERVER

Centreville Md., June 18/21.

The Centreville Observer Publishing Co., hereby certifies that the Order Nisi in the case of Sidney P. Townshend, Assignee vs H. THeodore Jewell and Katherine A. Jewell a true copy of which is hereto annexed was inserted in The Centreville Observer a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 20th day of April, in the year 1921.

The Centreville Observer Publishing Co.,

By J. Chas Walls, Secy.

FINAL ORDER OF RATIFICATION

Ordered this 22nd day of June 1921, that the sale within reported by Sidney P. Townshend, Assignee, referred to in his said Report be, and the same is hereby ratified and confirmed, no cause to the contrary having been shown although notice appears to have been given as required by the Order of Ratification Nisi.

The Assignee is hereby authorized to execute a Deed for the property conveying same to the purchaser upon the full payment of the balance of the purchase money and he is allowed the usual commission and his expenses, not personal, when vouchers for same are produced to the Auditor and filed in these proceedings

Lewin W. Wicks

Filed March 20th, 1922.

CHANCERY NO. 2470.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of October, in the year nineteen hundred and twenty two, the following Order to Docket Suit was brought to be recorded, to wit:-

Arthur H.Miller	(	In the Circuit Court
Assignee of Mortgage	)	for Queen Anne's County,
Vs.	(	in Equity.
The Hotel Love Point Company.	)	

J.F.Rolph, Clerk:

You will docket suit as per above titling, make certified copy of Mortgage, and file same in these preceedings.

James T.Bright.
Attorney for Assignee.

Certified Copy of Mortgage etc.

#6024. QUEEN ANNE'S COUNTY_ TO WIT: Be it remembered that on the righteenth day of July, in the year nineteen hundred and seventeen, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this seventeenth day of July, in theyear nineteen hundred and seventeen, by The Hotel Love Point Company, a body corporate, of Queen Anne's County in the State of Maryland, duly incorporated under the laws of said State.

WHEREAS, the said body corporate, The Hotel Love Point Company, is indebted unto Walter T.Wright, James T.Bright, and H.B.W.Mitchell, of said county and State, in the full aggregate sum of twenty thousand dollars in equal proportions, that is to each in the sum of six thousand and six hundred and sixty six dollars and sixty six cents and two thirds cents, together with interest on said sum from June 1st. 1917, for money loaned and advanced by said Wright, Bright and Mitchell unto The Hotel Love Point Company for the purpose of completing the payment of the purchase money for the land and premises and personal property hereinafter described and mortgaged, which said sum of twenty thousand dollars has been applied by the Hotel Love Point Company to the completion of the payment of the purchase money for the land and premises and personal property hereinafter described and mortgaged (being the same property described in the deed from Vivian Phillips and wife to the Hotel Love Point Company, dated May 31st. 1917) which said sum of twenty thousand dollars is to be paid at the expiration of three years from the first day of June,nineteen hundred and seventeen, and interest at the rate of six per centum per annum is to be paid on said sum semi-annually in the meantime. And there was an express condition precedent to said loan that it, together with interest thereon, was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH: that for and in consideration of the premises and the aforesaid sum of twenty thousand dollars, the receipt thereof being hereby acknowledged, the said The Hotel Love Point Company a body corporate, does hereby grant and convey and bargain and sell unto the said Walter T.Wright, James T.Bright and

Continued on Page 125 of this Liber.

CHANCERY CASE # 2387

QUEEN ANNE'S COUNTY, to wit: Be It Remembered that on the 18th day of April, nineteen hundred and twenty-one, the following Order to Docket Suit was filed.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Alfred Green, Mortgagee (
versus)
The Eastern Maryland Live Stock (
Company, Mortgagor)

J.F. Rolph, Clerk:

Docket suit forwith in accordance with the above titling. File in the papers thereof a copy of the mortgage from The Eastern Maryland Live Stock Company to Alfred Green dated 24th day of July, 1918, and recorded in Liber J.F.R. No.1, fols, 138 &., a land record book of said county, this suit being one for the foreclosure of said mortgage. Approve and file the accompanying bond from Alfred Green to State of Maryland as mortgagee about to foreclose said mortgage.

Madison Brown, Attorney for
Alfred Green.

CERTIFIED COPY OF MORTGAGE .

BE IT REMEMBERED, That on this twenty fourth day of July, in the year nineteen hundred and eighteen, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twenty-fourth day of July, in the year nineteen hundred and eighteen, by the Eastern Maryland Live Stock Company, a body corporate, duly incorporated under the laws of the State of Maryland, mortgagor, party of the first part, and Alfred Green, of Queen Anne's County, in the State of Maryland, mortgagee, party of the second part.

Whereas, the said body corporste, the mortgagor, is justly indebted unto the said Alfred Green, Mortgagee, in the full and just sum of fifteen thousand dollars ($15,000) as hereinafter set forth which said sum it is hereby agreed shall be paid unto the said mortgagee with the interest thereon, in the following manner to wit: Three thousand dollars (3,000.00) thereof shall be paid at the expiration of sixty days accounting from the date of this mortgage, with interest on said sum of three thousand dollars from the date of this mortgage, and the balance thereof, to wit: the sum of twelve thousand dollars, ($12,000.00) shall be paid unto the said mortgagee at the expiration of three years accounting from the date of this mortgage; it being further agreed by and between the parties hereto that interest on said sum of $12,000 shall be paid unto the said mortgage by the said body corporate at the rate of six per centum per annum semi-annually from the date of this mortgage during the said period of three years; both principal and interest to be paid in gold coin of the United States of America of the present, standard of weight and fineness; and

Whereas, it is agreed by and between the parties hereto, that the said body corporate shall have the right and privilege to prepay the indebtedness hereinbefore

recited in whole or in part at any interest bearing period before the maturity of these present: provided, that no payment to be made as aforesaid shall be in an amount of money less than one thousand dollars; and

Whereas, It was a condition prededent to the creation of the indebtedness hereinbefore recited and the interest to accrue thereon and to be paid thereon as aforesaid, should be secured by this mortgage, wherefore these presents are executed.

NOW, THEREFORE THESE PRESENTS WITNESSETH, that in consideration of the premises and the sum of one dollar, the "The Eastern Maryland Live Stock Company, the mortgagor aforesaid, does hereby grant and convey unto the said Alfred Green his heirs and assigns forever in fee simple, the following described real estate to wit:

PARCEL NO.1. All that lot of land called or known as "The Mary J. Tilghman Poplar Grove Farm", "The Summerfield Tilghman Poplar Grove Farm" and part of a tract, of land called or known as "Poplar Grove", situate, lying and being in Spaniards' Neck, in the Third Election District of Queen Anne's County, in the State of Maryland, adjoining the farm known as "Indiantown", that part of the tract of land called "PoPlar Grove" owned by Henrietta T. Emory, the Stewart Emory Farm of the late William McKenney, and also the land of Francis A. Emory, and containing two hundred and forty-eight acres, two roods and thirty five perches of land more or less; being the same land mentioned as "Parcel No.1" in the deed to the said body corporate from the said Alfred Green, mortgagee and wife, dated even with these presents and intended to be recorded among the land records of Queen Anne's County immediately prior hereto.

Parcel NO.2. All that lot of land called or known as the "Mary J. Tilghman Woodland", The Alfred Green Woodland", and part of the tract of land called or known as "Readbourne Rectified", situate, lying and being in Spaniards Neck, in the Third Election District of Queen Anne's County in the State of Maryland, on the left side of the public road leading from Spaniard's Point to Land's End or Wilmer's Neck, adjoining the land formerly owned by Blanchard Emory Junior, the land of Alice Wilmer and those of Henrietta T. Emory, and containing forty five acres, three rood and three Perches of land more or less; being the same land described as Parcel No. in the deed herein above referred to. The said sum of fifteen thousand dollars hereby secured is a part of the purchase money paid by the said body corporate unto the said Alfred Green for the land hereinbefore described sold and conveyed by the said Alfred Green unto the said body corporate by the deed above mentioned, the delivery of said deed and the delivery of this mortgage being simultaneous and forming one and the same transactions.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed. all annual crops pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said body corporate, the Eastern Maryland Live Stock Company, the said party of the second part, its successors and assigns, tors or assigns, shall well and truly pay to the said Alfred Green, his executors, administrators or assigns, the aforesaid sum of fifteen thousand dollars, when and as the same shall become due and payable, also the interest to accrue and be paid as thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said body corporate, the said party of the first part, its successors and assigns, shall possess the property.

And the said body corporate, The Eastern Maryland Live Stock Company, for itself its successors, and assigns, hereby covenants to pay, as they severally fall due, the debt andinterest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some company or Companies approved by the said Alfred Green, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Alfred Green, his executors, administrators, or assigns, or MADISON BROWN, of Centreville, Maryland, his and their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, aforesaid, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third the balance to the said body corporate, mortgagor, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosureof this mortgage under the power of sale above granted, the said Alfred Green, his executors, administrators or assigns or Madison Brown aforesaid, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of

of said mortgage indentedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses insurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half the commissionallowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses andcommissions the said body corporate, The Eastern Maryland Live Stock Company, Mortgagor, for itself, its successors and assigns, hereby covenants to pay.

IN TESTIMONY WHEREOF, the said the Eastern Maryland Live Stock Company, the mortgageraforesaid, has caused its name to be hereunto signed by Adlas M. Book its president, and its corporate seal to be hereunto attached by Walter J. Stewart its Secretary.

THE EASTERN MARYLAND LIVE STOCK COMPANY

Test: Madison Brown.

By Adlus M. Book

Walter J. Stewart.

President.

Attest:

Walter J. Stewart

Secretary of the Eastern

Maryland Live Stock Company.

() The EasternMaryland Live

() Stock Company

() Corporate Seal

State of Maryland, County of Queen Anne's County, to wit:

I hereby certify that on this 24th day of July in the year nineteen hundred and eighteen, beforeme, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, aforesaid, duly commissioned and qualified according tolaw, personallyappeared Adlus M. Book, the President of THE EASTERN MARYLAND LIVE STOCK COMPANY, the corporation named in the aforegoing mortgage, and he did acknowledge the aforegoing mortgageto be the act and deed of the said body corporate the said mortgagor.

IN TESTIMONY WHEREOF I do hereunto subscribe my name and affix my seal notarial the day and year first hereinbefore written.

Nelson J. Brown

Notary

Notary Public

Seal

Public.

STATE OF MARYLAND, Queen Anne's County, to wit: I hereby certify that on this twenty sixth day of July, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Alfred Green, the within named mortgagor and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No.1. Folio 138, etc., a land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this eighteenth day of April, in the year nineteen hundred and twenty-one.

J.F. Rolph Clerk.

BOND FILED APRIL 18th, 1921.

KNOW ALL MEN BY THESE PRESENTS, that we Alfred Green, of Queen Anne's County in the State of Maryland, and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of seventeen thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and every of us, our and each of our heirs, executors administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of April in the year nineteen hundred and twenty one.

WHEREAS the said Alfred Green is the holder of a mortgage given him as mortgagee by the Eastern Maryland Live Stock Company dated on the 24th day of July, 1918, and recorded in Liber J.F.R. No.1. fols 138, & a land record book of said county, made to secure the payment of the debt therein named and certain interest thereon, is about to make sale of the mortgaged property in exericse of and pursuant to the power of sale in said mortgage contained to be exercised in case of default in the terms, conditions and provisions of said mortgage, said default having occured by reason of the non-payment of the interest covenanted by the terms of said mortgage to be paid on said debt at the times named in said mortgage for the payment of the same.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, thAt if the above bounden Alfred Green shall well and truly abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and effect.

Alfred Green (SEal)

Signed, sealed and delivered
in the presence of
Mary Earle Forman.

The American Surety Company of
New York by
Madison Brown its
Attorney in fact under the power of
attoenry hereunto annexed

AMERICAN SURETY COMPANY

OF NEW YORK

CAPITAL $5,000,000.

LIMITED POWER OF ATTORNEY.

KNOW ALL MEN BYTHESE PRESENTS:

THat the American Surety Company of New York, a corporation of the Stateof New York, of No.100 Broadway in the City of New York in said state, has made constituted and appointed, and by these presents does hereby make, constitute and appoint, Madison Brown, of Centreville Maryland, its true sufficient and lawful attorney with full power and authority to make, execute and deliver for it, in its nameand in its behalf as surety, a bond or undertaking as follows:

> That certain bond in a penalty not exceeding Seventeen Thousand ($17,000.00) Dollars, on behalf of Alfred Green Mortgagee for the sale of land in the matter of the Mortgage from the Eastern Maryland Live Stock Company to Alfred Green; said bond to be given before the Circuit Court of Queen Anne's County, State od Maryland, the Clerk thereof, orthe Judge thereof in vacation as the necessity may appear:

hereby giving itssaid attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said American Surety Company of New York could do if personally present and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving ti itself full power of substitution and revocation. The authority contained herein is void if not availed of within thirty days from the date of this instrument.

IN WITNESS WHEREOF, the said American Surety Company of New York has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of Washington, District of Columbia, on this twenty-ninth day of March, 1921.

American Surety Company of New York

By H.L. Haight

H.L.Haight Resident Vice President

Attest: E.H. Arnold

Resident Assistant Secretary

On the back of the aforegoing Bond was thus endorsed to wit:

Security Approved and Bond Filed

April,18th, 1921.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Alfred Green, Mortgagee,	)	Chancery Docket,
versus	)	Cause No. 2387.
The Eastern Maryland Live	)	
Stock Company, mortgagor.	)	

TO THE HONORABLE, THE JUDGESOF SAID COURT:

The report of Alfred Green, mortgagee named in the mortgage mentioned and described in the proceedings of this cause, unto Your Honors respectfully sets forth:
1. That default was made The Eastern Maryland Live Stock Company, a corporation, in the mortgage from said corporation to the said Alfred Green dated on the 24th day of July, nineteen hundred and eighteen and recorded in Liber J.R.R. No.1 fols, 138, &., a land record of said county (being the mortgage described in the bond heretofore filed in this cause), by reason of the non-payment of the interest named in said mortgage to be paid on the twelve thousand dollars mortgage dent named in said mortgage at the times named in said mortgage for the payment of the interest covenanted by said mortgage to be paid on said twelve thousand dollars, and said default existed at the time of the sale hereinafter mentioned.
2. That prior to the sale hereinafter mentioned, the said Alfred Green, mortgagee holder of said mortgage at the time of said sale, gave bond to the State of Maryland, conditioned to abide by and fulfill any order or decree which might be made by a any court of equity in relation to the sale of the mortgaged property or the proceeds thereof, which bond was filed with the clerk of this court and by approved prior to the time of the sale hereinaftermentioned.
3. ThaT after givingnotice of the time, place,manner and terms of sale in both The Centreville Observer and The Centreville record, two newspapers published in said county eachweek, for more than twenty days before the day of sale mentioned in said notice, the said Alfred Green, as mortgagee holder of said mortgage, did, pursuant to said notice, attend in front of the Court House door in the town of Centreville,Queen Anne's County, Maryland, on Tuesday, The 19th day of April, at the hour of one o'clock,P.M. and then and there, in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms, conditions and provisions of said mortgage, proceeded to make sale of the real estate describedin said mortgage in the following manner, to wit:

The said Alfred Green first caused to be read the advertisement or notice of sale and then and there, after reading of said notice, offered at public sale to the highest bidder the real estate described in said advertisement and consisting of all that farm or tract of landcalled or known as "Mary J. Tilghman's Part of Poplar Grove Farm", situate lying and being in Spaniard's Neck in Queen Anne's County, State of Maryland, on Chester River, and adjoining the farm called "Indiantown", the land of Francis Emory and that part of Poplar Grove Farm belonging to Henrietta T. Emory, and being the same land described in said mortgage and in the deed therein mentioned from Alfred Green to The EasternMaryland Live Stock Company dated the same day as said mortgage and recorded in said land record book to precede the record of said mortgage, and containing 294 acres, 2 roods, 28 perches of land,more or less, and sold both parcels of real estate described in said mortgage as a whole and one farm unto Joseph Raymond Richardson of

Queen Anne's County, he being then and there the highest bidder therefor, at and for the sum of sixteen thousand dollars ($16,000.00).

4. That thereis filed with this report as part hereof a copy of the notice of sales as advertised in The Centreville record.

5. That the said Joseph Raymond Richardson has paid unto the said Alfred Green vendor as aforesaid, one thousand dollars of said purchase money but has made no further compliance with the terms of sales, stating that he would settle the balance of the purchase moeny in full upon the ratification of the sale.

Respectfully submitted,

Alfred Green,

Mortgagee.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 20th day of April, in the year nineteen hundred and twenty one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Alfred Green, the within named mortgagee, and he did make oath in due form of law that the matters and things stated in the aforegoing report are true as there set forth and that the sale therein mentioned was fairly made.

J.F. Rolph, Clerk

MORTGAGEE'S SALE

OF VALUABLE

FARM.

Default having occured in the terms of the mortgage from The Eastern Maryland, Live Stock Company to Alfred Green, dated July 24, 1918, and recorded in Liber J.F.R. No.1 folios 138 &c., a Land Record Book for Queen Anne's County Maryland, the undersigned as mortgagee named in said mortgage, in execution and by virtue of the power of sale contained in said mortgage, will sell at public sale in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday April 19, 1921 at 1 O'clock P.M. All that Farm or Tract of Land called or known as Mary J. Tilghman's Part of Poplar Grove Farm" situate in Spainards Neck, in Queen Anne's County, aforesaid, on Chester River, and adjoining farm called "Indiantown the land of Francia A. Emory and Mrs Henrietta T. Emory's part of "Poplar Grove" and containing 294 acres, 2 roods and 28 Berches more or less, Improvements consist of a two story Frame Dwelling barn and stable combined, corn cribs and other outbuildings in good state of repair.

The land to be sold consists of the farm proper and the Woodland called "The Alfred Green Woodland", reference being made to the mortgage for fuller descriptionof both parcels. The farm proper is fertile and is one of the most productive in the county. The soil is adapted to the grwoth of grain, fruit, grass and truck. The farm is beautifully located on Chester river and is within sixmiles of Centreville. A good opportunity to secure a nice home or an excellent investment is offered in the sale of this farm. The landlord's interest in the wheat crop of 70 acres now growing on said farm will pass to purchaser who will also receive landlord's share of corn crop of current year.

TERMS OF SALE:- One third of the purchase money is to be paid in cash on the day of sale and the residuethereof in two equal instalments, payable one and two years from the day of sale, with interest from day of sale or all of the purchase money can be paid in cash on day of sale at option of purchaser all deferred payments to be secured by the notes of purchaser, with security thereon to be approved by undersigned. A deposit of $1,000 will be required of purchaser at time of sale.

Alfred Green
Mortgagee, Centreville, Md.,
Madison Brown
Attorney at Law, Centreville Md.,
T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD

Centreville Md., April 20, 1921

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Alfred Green Vs Eastern MAryland Live Stock Co., a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published in The Centreville Record, a weekly newspaper printed and published at Centreville, Maryland, once a week for four successive weeks before the 19th day of April, in the year 1921.

The CenTreville Publishing Co.,
By E.H. Brown, Jr

Filed April 20/21.

NISI

Alfred Green Mortgagee	)	In the Circuit Court
VS	)	for Queen Anne's County
The Eastern MAryland Live	)	In Equity.
Stock Company, Mortgagor.	)	Chancery No. 2387

ORDERED THIS 20th, day of April, A.D. 1921, that the sale of the real estatemade and reported in this cause by Alfred Green mOrtgagee be ratified and confirmed unless cause to thecontrary thereof be shown on or before the 24th day of June, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th day of April, next. The Report states the amount of sales to be $16,000.

J.F. Rolph Clerk.

Filed April 20th, 1921.

ORDER NISI

Alfred Green, Mortgagee	)	Inthe Circuit Court for Queen Anne's County
vs	)	In Equity
The Eastern Maryland Live	)	Chancery No. 2387
Stock Company, Mortgagor	)	

Ordered this 20th day of April, A.D. 1921, that the sale of real estate made and reported in this cause by Alfred Green, Mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 24th day of May next. The Report states the amount of sales to be $16,000.00.

J.F. Rolph, Clerk

True Copy- Test:

J.F. Rolph, Clerk

Filed April 20th, 1921.

THE CENTREVILLE RECORD

Centreville Md., July 14, 1921

The Centreville record Publishing Co., hereby certifies that the Order Nisi in the case of Alfred Green Mortgagee vs The Eastern Maryland Live Stock Company Mortgagor atrue copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published in Centreville Queen Anne's County, Maryland, once in each of four successive weeks before the 24 day of May, in the year 1921.

The Centreville Record Publishing Co.,

By E.H. Brown, Jr.

In the Circuit Court for Queen Anne's County in equity.

Alfred Green, Mortgagee, Cause

versus No.

The Eastern Maryland Live Stock Company, Mortgagor, 2387

Amount of the debt secured by the mortgage from The Eastern Maryland Live Stock Company to Alfred Green dated July 24, 1918, and recorded in Liber J.F.R. No.1 fols 138 &., a land record book of Queen Anne's County due Sept 24,1918 with interest from date of mortgageto Sept. 24, 1918 $3,000.00

Balance of debt secured by said mortgege,		12,000.00
Total debt secured by said mortgage,		15,000.00
To Interest on said sum of $3,000. from July 24 to Sept 24, 1918		30.00
		15,030.00
Cr: Sept 24, 1918, by payment of principal on account	$3,000.00	
by payment of interest on $3,000.	30.00	3,030.00
Balance of principal with interest from July 24/18		12,000.00
To Interest from July 24, 1918 to April 19, 1921 on $ 12,000.00 April 19, 1921, being the day of the sale of the mortgaged property,		1,970.00
		13,970.00
Add 5 per centum commissions, per terms of mortgage of Madison Brown, Attorney at Law in whose hands the said mortgage has been placed for collection,		698.50
Total mortgage debt due on the day of sale:		14,668.50

State of Maryland, Queen Anne's County, Sct:

I hereby certify that on this fourteenth day of July, 1921, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County in Equity, personally appeared Alfred Green, the mortgagee named in the mortgage above mentioned, and he did make oath in due form of law that the aforegoing statement is a true statement of the mortgage debt secured by the mortgage mentioned in said statement on the 19, the day of April, 1921.

J.F. Rolph Clerk

Filed July, 14th, 1921.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY

Alfred Green, Mortgagee, } Chancery Docket

Versus } Case No. 2387

The Eastern Maryland Live Stock Company, }

Mortgagor.

Ordered, this fourteenth day of July, in the year nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County in equity and by the authority thereof that the sale of the real estate made by Alfred Green, Mortgagee, described in the within and aforegoing report of sale be and the same is hereby finally ratified and confirmed, no cause to the contarary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed in above cause on April 20, 1921, in relation to said sale; and it is further ordered that the papers of said cause

are hereby referred to Madison B. Bordley as special auditor with directions to him to state an account between the said vendor and the proceeds of sale.

Philemon B. Hopper

Filed July, 14th, 1921.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Alfred Green, Mortgagee	)	Chancery Docket
versus	)	Cause no. 2387
The Eastern Maryland Live Stock Company	)	

To the Honorable, the Judges of said Court:

The joint and several petition of Joseph Raymond Richardson and Clara S. Richardson his wife, of said county, unto your Honors respectfully stes forth;

That as will appear from the report of sale filed in the above cause the said Joseph Raymond Richardson is reported as the purchaser of the property described and reported sold.

That your petitioners have agreed each with the other that they shall become the purchasers of said property as tenants by the entireties and not as tenants in common in the place and stead of the said Joseph Raymond Richardson.

Your petitioner therefore pray Your Honors to pass an order substituting them as tenants by the entireties and not as tenants in common as the purchasers of said property in the place and stead of the said original purchaser alone.

Respectfully submitted,

J. Raymond Richardson

Clara S. Richardson, his wife.

Ordered, this fifteenth day of July, nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County and by the authority thereof, that the said Joseph Raymond Richardson and Clara S. Richardson, his wife, as tenants by the entireties and not as tenants in common, be and they are hereby substituted as the purchasers of the property reported as sold by the report of sale file in this cause in the place and stead of the said Joseph Raymond Richardson alone and Alfred Green, the party making the mortgage sale described in said report of sale, be and he is hereby directed and empowered upon the full payment of the purchase money named in said report of sale to grant and convey said property therein described as sold unto the said Joseph Raymond Richardson and Clara S. Richardson as tenants by the entireties and not as tenants in common in the same manner and as fully and effectually as if they as such had been the original purchasers in the place of the said Joseph Raymond Richardson alone.

Philemon B. Hopper.

In the Circuit Court for Queen Anne's County, in Equity

Alfred Green, Mortgagee.

versus

The Eastern Maryland Live Stock Company

Mortgagor.

Cause No 2387

To the Honorable, the Judges of said Court

The report of Madison B. Bordley, Special Auditor, unto your Honors respectfully sets forth:

That he has stated the within account by first charging AlfreD Green, the mortgagee of this cause and vendor of the real estate mentioned in the report of sale with the gross amount of the sale made by him and then by allowing him thereout his commissions, on the gross sale, the costs of advertising the sale and several orders nisi of this cause, costs of his bond filed therein, auctioneers fee and the mortgage debt due on day of sale, per statement filed, in full.

These allowances are not sufficient to consume the entire proceeds of sale, and the balance remaining after these allowances is not distributed herein but by the said account remains subject to the future order of this court.

Respectfully submitted.

Madison B. Bordley

Special Auditor

July 15, 1921. Filed Aug.18th, 1921.

The proceeds of the sale of the mortgaged real estate of the eastern Maryland Live Stock company in account with Alfred Green, Mortgagee, vendor.

Cr.

1921.

April19. By Gross proceeds of the mortgage sale per report of sale filed, to wit: $16,000.

Dr.

" " "	To Alfred Green, vendor, for his commissions, for making sale, per mortgage terms		$685.00
	To.do., for the fee of T.F. Seward for crying sale as auctioneer, to wit:		15.00
	To.do., for the court costs of this cause, per bill of clerk. Costs of J.F. Rolph, Clerk	18.75	
	Appearance fee of M. Brown.	10.00	28.75
	To do., for costs of advertising in Centreville Record notice of sale, order nisi as to sale and order nisi as to this account, per bill:		53.00
	To.do., for the costs of his bond filed in this cause with corporate surety thereon paid said surety, per receipted account for same, to wit:		51.00
	To Alfred Green, Mortgagee, for the full amount due him under his mortgage on day of sale, per mortgage statement filed, to wit:		14,668.50

To. Madison B. Bordley, Special Auditor for stating this Account 9.00

To balance to remain subject to the order of this court, to wit: 444.75

$ 16,000.00 $16,000.00

July 15, 1921.

Madison B. Bordley
Special Auditor

NISI RATIFICATION OF AUDIT.

Alfred Green, Mortgagee		In the Circuit Court
VS	#	for Queen Anne's County
The Eastern MAryland Live	#	in equity
Stock Company, Mortgagor.	#	
	#	Case No. 2387

Ordered this 15th day of July, in the year nineteen hundred and twenty one, that the report and Account Filed in these proceedings by M.B. Bordley Special Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the eighth day of August 1921, provided a copy of this order be published once a week in each of two successive weeks before the 1st day of August, 1921, in some newspaper printed and published in Queen Anne's County.

Filed July 15th, 1921.

J.F. Rolph Clerk

THE CENTREVILLE RECORD

Centreville Md., Aug. 18, 1921.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of Audit in the case of Green Mtg vs The Eastern Maryland Live Stock Company a true copy of which is hereto annexed was inserted in The Centreville record a weekly newspaper printed and published at Centreville Queen Anne's County, Maryland, once a week in each of two successive weeks before the 1 day of Aug, in the year 1921.

The Centreville Record Publishing Co.,

By. E.H. Brown, Jr.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Alfred Green, Mortgagee	)	Chancery Docket
versus	)	Case No.2387
The Eastern Maryland Live Stock Co.,	)	

ORDERED, this 18th day of August in the year nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, that the within and aforegoing report of Madison B. Bordley, Special Auditor be and the same is hereby finally ratified and confirmed, no cause to the contarary thereof having been shown, although it appears that notice has been given in accordance with the order nisi heretofore passed in relation to said report and account. And it is further ordered, that the said Alfred Green, vendor, be and he is hereby directed to apply the proceeds accordingly, but the balance shown by said audit he is directed to hold subject to the future order of this Court, depositing the same in a Savings Department in one of the Bank's in centreville, Md, so it will draw interest.

Philemon B. Hopper

Filed Aug. 18, 1921.

Queen Anne's County, to wit: Be It Remembered that on the first day of August in the year 1921 the following Order to Docket Suit was filed:

In The Circuit Court for Queen Anne's County in Equity,

James T. Bright and Madison Brown Assignees of Mortgage versus Lemuel Powell and Noami Powell, his wife.	( ) ( )	Chancery Docket Cause No.

To J. F. Rolph, Clerk:

Docket suit forwith in accordance with the above titling.

File in the papers of said suit or cause a certified copy of the mortgage and assignments thereof from Lemuel Powell and Noami Powell, his wife to Thomas J. Melvin and assigned to undersigned dated May 20, 1918, and recorded in Liber W.F.W. No. 11, fols 570, &., a land record book of said county. File also the accompanying bond to the State of Maryland drawn for the foreclosure of said mortgage.

James T. Bright

Madison Brown.

State of Maryland, Queen Anne's County, Sct:

KNOW ALL MEN BY THESE PRESENTS, that we James T. Bright and Madison Brown of Queen Anne's County, State of Maryland, and The American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars, lawful money of the United States of America to be paid to said State of Maryland, to which payment well and truly to be made and done, we bind ourselves and every of us, our and each of our heirs, executors administrators successors and assigns, in the whole and for the whole, jointly and severally.

SEALED with our seals and dated this first day of August, in the year nineteen hundred and twenty one.

WHEREAS default has occured in the terms, conditions and provisions of a certain mortgage from lemuel Powell and Noami Powell, his wife, dated May 20, 1918 and recorded in Liber W.F.W. No.11, fols 570 &., a Land record book for Queen Anne's County, aforesaid, made to secure the payment of two thousand dollars with certain interest thereon, by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of certain interest covenanted by said mortgage to be paid on said principal debt, as well as by reason of the non-payment of the state and county taxes levied on the mortgage property for the year 1920, the said mortgage providing for the payment in due time of said state and county taxes.

WHEREAS the said James T. Bright and Madison Brown to whom said mortgage has been duly assigned by Thomas J. Melvin to whom the same is given as mortgagee, by assignment written on said mortgage, are about to execute the power of sale

contained in said mortgage to be exercised by the said mortgagee of his assigns in case of default in the terms of the said mortgage, are about to make sale of the property granted and conveyed by said mortgage because of the default in the terms of said mortgage hereinbefore mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden James T. Bright and Madison Brown, do and shall abide by and perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and effect in law.

Signed, sealed and delivered
in the presence of
John B. Brown

Attest: J. Lemuel Roberts.

James T. Bright (SEAL)
Madison Brown (SEAL)
The American Surety Company
of New York, by
Madison Brown
Its Attorney in Fact....

Onthe back of the aforegoing Bond was thus endorsed to wit:
Security approved and Bond filed August 1st, 1921. J.F. Rolph, Clerk.

CERTIFIED COPY OF MORTGAGE.

QUEEN ANNE'S COUNTY, To Wit: Be it remembered that on the twentieth day of May, in the year nineteen hundred and eighteen, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this twentieth day of May, in the year nineteen hundred and eighteen, by Lemuel Powell and Noami Powell, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Thomas J. Melvin, of said county, in the State aforesaid, party of thesecond part.

WHERAS, the said Lemuel Powell is justly indebted unto the said Thomas J. Melvin in the full and just sum of two thousand dollars, cash loaned and advanced by the latterto the former, and which said sum it is hereby agreed shall be repaid unto the said Thomas J. Melvin at the expiration of two years from the date of this mortgage and WHERAS, it is further agreed between the parties to this mortgage that the interest on said sum of two thousand dollars shall be paid during said period of time unto the said party of the second part semi-annually from the date of this mortgage.

And whereas it wasa condition of said loan that this mortgage should be given tosecure thesum so loaned and the interest thereon to accrue and bepaid as aforesaid.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollars the said Lemuel Powell does hereby grant and convey unto the said Thomas J. Melvin, his heirs andassigns forever in fee simple.

ALL those severallots or parcels of land situate, lying and being in the second District of Queen Anne's County, State of Maryland, adjacent one to the other, onthe public road called or known as "The Back Road", branching from the State Road from Centreville to Chestertown, and leading into that section of Queen Anne's County aforesaid called or known as "Round Top" adjoining the lands of J.D. Forester and

Catherine F. Walker, and containing in the aggregate 22.34 acres of land, more or less; these lots of land are three in number and are those lots of land known and distinguished on a certain map or plot bearing the mark or name "The Faithful or Everett Farm, subdivided by the kent County Land Company", made by G.B. Taylor, hereinafter referred to, by the numbers or letters "A", "B", and "C", respectively lot "A" adjoining the lands of J.D. Forester and containing 5.45 acres, more or less Lot "B" adjoining thelands of Catherine F. Walker and containing 7.35 acres of land more or less, and lot "C" adjoining lands of J.D. Forester and Catherine F. Walker and containing 9.34 acres of land more or less.

The lots of land above described are the same lots of land, conveyed inter aloisunto the the said Lemuel Powell, by the Kent County Land Company by deed bearing date on the 29th day of January, 1915, and recorded in Liber W.F.W. No.6 fols 459 &., a land record book of said county.

Themap or plat above referred to is of record in Liber W.F.W. NO.5 fols 87 &., a land record book for Queen Anne's County aforesaid.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed all annual crops, pitched planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Lemuel Powell, his heirs, executors, administrators or assigns, shall well and truly pay to the said Thomas J. Melvin, his executors administrators or assigns, the aforesaid sum of two thousand dollars, when and as the same shall become due and payable as above set forth, and shall also well and truly pay the interest thereon to accrue and be paid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Lemuel Powell, his heirs and assigns, shall possess the property.

AND, the said Lemuel Powell, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, asthey severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or thatmay be levied thereon and on the property hereby conveyed, all costs and attorneys's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Thomas J. Melvin, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, andto deliver, upon demand, to themortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premisesmay be depreciated or lessened in value.

BUT, in case of defaultin paymentof said debt, or the interest to accrue

thereon, or any part of either, as they severally fall due, or in any covenant, condition, or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Thomas J. Melvin his executors, administrators or assigns or Madison Brown, Attorney at Law, of said county, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, and such other notice as the party selling may deem expedient, for cash or for cash and credit, at the option of the person making sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to TrusTees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to said Lemuel Powell, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Thomas J. Melvin, his executors, administrators, assigns, or Madison Brown their said attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mort gage indebtedness be accompanied by the payment of all expendes incurred under said foreclosure proceedings, including all costs of advertsiement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Lemuel Powell, for himself his heirs, executors, administrators and assigns, hereby covenants to pay.

IN TESTIMONY WHEREOF the said parties of the first part do hereunto subscribe their names and affix their seals the day and year first hereinbefore written.

Lemuel Powell (TEST)

TEST: J.McKenney Tilghman. Noami V. Powell (TES)

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this twentieth day of May, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, aforesaid personally appeared Lemuel Powell and Noami V. Powekl, his wife, and they did each acknowledge the aforegoing mortgage to be their respective act; and I further certify that at the same time appeared Madison Brown, the agent of Thomas J. Melvin, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth and that he is the agent of the said Thomas J. Melvin.

J.McK. Tilghman

Justice of the Peace.

To Thomas J. melvin, Esq., It was understood that the time this loan secured by this mortgage was made that I should guarantee the payment of the within mortgage and the interest thereon to accrue.

I do now therefore guarantee the payment of the sum secured by this mortgage and the payment of the interest thereon. It is understood, however, that if the event you desire to transfer the said mortgage before you receive payment of same, I am to have the opportunity to take same over, and that you will not put same out for collection nor transfer same for collection without giving me the opportunity to take same over.

Witness my hand and seal this 20th day of May. 1918

Madison Brown, SEAL)

Queen Anne's County, to wit: Be it remembered that on the first day of August, in the year 1921, the following assignment was brought to be recorded, to wit:

For value received I do hereby assign the within and aforegoing mortgage unto James T. Bright and Madison Brownfor purposes of foreclosure and collection.

Witness my hand and seal this thirty first day of May in the year nineteen hundred and twenty one.

Thomas J. Melvin (SEAL)

Test: Mary E. Forman T.J. Melvin

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W. No.11 Folio 570 a Land Record Book for Queen Anne's County

In Testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this first day of August in the year nineteen hundred and twenty one.

J.F.Rolph, Clerk

In the Circuit Court for Queen Anne's County in equity.

James T. Bright and Madison Brown, Assignees,
versus
Lemuel Powell and Noami Powell, his wife,
mortgagors.

Chancery
Docket
Cause No. 2403.

To the Honorable, the Judges of said Court:

The report of James T. BRight and Madison Brown, assignees of the mortgage hereinafter referredto, hereinafter called plaintiffs, unto your Honors respectfully sets forth:

1. ThaT on or about May 31st, 1921, one Thomas J. melvin, being then the holder of a mortgage made to him by lemuel Powell and Noami Powell, his wife, dated May 20, 1918, and recorded in Liber W.F.W. No.11, fols, 570, & a land record book of said county, securing to him the sum of two thousand dollars and certain interest, duly assigned, said mortgage unto the plaintiffs for the purpose of collection and foreclosure; that at the time of said assignment default had occured, and existed on the day of the sale hereinafter mentioned, in the terms of said mortgage by reason of the non-payment of the principal debt secured by said mortgage and also by reason of the nonpayment of the interest due May 20, 1921, on said mortgage debt; a certified copy of said mortgage and assignment is filed in the proceedings of this cause.

2. That prior to the time of the sale hereinafter mentioned the plaintiffs caused a notice of said sale and of the time, place, manner and terms thereof, to be inserted as an advertsiement in the Centreville Record, a newspaper published in Centreville in said county, for more than twenty days prior to the day of sale, and file with this report as part hereof a copy of said advertsiement duly certified to by the publishers of said paper.

3. That prior to the day of sale hereinafter mentioned the plaintiffs filed with the clerk of this court a bond made by them to the Stateof Maryland in the penalty of four thousand dollars conditioned as required by law for the foreclosure of said mortgage, which said bond said clerk duly approved.

4. That pursuant to said notice of sale the said plaintiffs did on August 2, 1921, at the hour of two o'clock, attend in front of the Court house door in the town of Centreville, Maryland, and then and there in execution of the power and authority conferred upon them by said mortgage proceeded to make sale of the mortgaged property, in the following manner, towit:

They first read the advertisement of sale and then offered at public auction to the highest bidder the mortgaged property consisting of all that farm or tract of land called or known as "The New House Farm of Lemeul Powell" situated in said county on the road called the "Back Road" branching from the State Road from centreville to Chestertown at the farm known as "The James T. An.hony Farm", adjoining the lands of Catherine Walker and others and contianing twenty three acres of land, more or less, and sold the same under said power and authority unto William R. McGinness and Reba McGinness, his wife, as tenants by the entireties, they being then and there the highest bidder therefor, at and for the sum of three thousand thirty five ($3035.00) dollars; that said purchasers have paid unto the said plaintiff five hundred fifty dollars on account of said purchase money, but have made no further compliance with the terms of sale.

5. That in addition to the terms of sale as advertsied the plaintiffs, after reading the notice of sale, announced before offering the property, the following; that it was well

known that Walter Pippin of Kent County, claimed a mechanic's lien against the new house on the mortgaged property; that he had commenced proceedings in the Circuit Court of this County for the collection of said lien; that he said Walter Pippin, has agreed with plaintiffs, as holders of the mortgaged under which the sale was about to be made to waive his said lien in favor of the said mortgage and lien thereof so that the mortgaged property could be sold under the said mortgage clear of said mechanic's lien and with the understanding that he said Pippin, could proceed against the proceeds of mortgage sale in the hands of the said plaintiffs remaining after the payment of the mortgage debt and costs of the mortgage sale; that the mortgaged property would be offered under that agreement clear of the mechanic's lien and the purchaser therefore would be relieved of the payment of said mechanic's lien and of the defense of the suit instituted therefor; that the said mortgaged property was then offered and afterwards sold under this statement. Total sales ($3035.00).

Respectfully submitted, James T. Bright

Madison Brown Assignees

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 11th day of August, in the year nineteen hundred and twenty one, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared James T. Bright and Madison Brown, Assignees, and they did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated and that said sale was fairly made.

Filed Aug.11th, 1921. J.F.Rolph_ CLerk

MORTGAGE SALE
OF
SMALL FARM.

Dafault having occured in terms of the mortgage from lemuel Powell and wife to Madison Brown, dated May 20, 1918, recorded in Liber W.F.W.No.11, fols 570,&. a land recors book for Queen Anne's County, the undersigned assignees of said mortgage in execution of power of sale contained therein, will offer at public sale to the highest bidder, in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2 O'clock P.M. On Tuesday Aug, 2, 1921, the mortgaged property consisting of ALL THAT FARM called "THE NEW HOUSE FARM OF LEM POWELL", situated in said county, on the road called "The BACK ROAD", branching from State Road at James T. Anthony Farm near Chestertown and running to Round Top, adjoining the lands of J.D.Forester and W. Irving Walker, Catherine Walker and containing 23 Acres of Land more or less, Improvements consisting of a Dwelling House, large barn and stable and other Out buildings, all newly built. This farm is located within a short distance of Chestertown. All the land is in cultivation, and will make a nice home and truck or poultry farm. TERMS OF SALE.- One-third of purchase money in cash on day of sale, and balance in two equal instalments, payable 6 and 12 months from day of sale, with interest from day of sale; deferred payments to be secured by the notes of purchaserwith security thereon to be approved by undersigned. Title papers

and revenuestamps thereon to be paid by purchaser. Possession given on day of sale, as soon as terms of sale are complied with.

James T. Bright
Madison Brown.
Assignees

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD

Centreville, Md., Aug.10, 1921.

The Centreville Record Publishing Co., hereby certifies that the Advertisement in the case of Bright & Brown, assignees vs Powell, a true copy of which is herete annexed was inserted in The Centreville record a weekly newspaper printed and published at centreville, Queen Anne's County, Maryland, once a week for four successive weeks, (the 1st insertion being July9/21), before the 2nd day of August in the year 1921.

The Centreville Record Publishing Co
By E.H. BRown, Jr.

NISI

James T. Bright and Madison Brown, Assignees	) In the Circuit Court
VS	) for Queen Anne's County
Lemuel Powell and Naami Powell, his wife.	) In Equity
	Chancery No.2403.

ORDERED_ T his 11th day of August, A.D. 1921, that the sale of the real estate made and reported in this cause by James T. Bright and Madison Brown assignees be ratified and confirmed unless cause to the cobtrary hereof be shown on or before the 14th day of October, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week of four successive weeks before the 14th day of September next.

The Report states the amount of sales to be $3035.00

J.F. Rolph. Clerk

Filed August 11th, 1921.

THE CENTERVILLE RECORD

Centreville Md., Nov. 30, 1921.

The Centreville record Publishing Co., hereby certifies the order nisi in the case Bright & Brown, Assignees vs Powell & Wife a true copy of which is hereto annexed was inserted in the Centreville Record, a weekly newspapper printed and published at centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks before the 14th day of Sept in the year 1921.

The Centreville record Publishing Co.,
By E.H.Brown, Jr
President.

In the Circuit Court for Queen Anne's County in equity,

Walter T. PIppin) Cause No. 2342
versus)
Lemuel Powell

It is hereby agreed by and between Walter Pippin, the plaintiff and James T. Bright and Madison Brown, assignees of a mortgage from said Lemuel Powell, to Thomas J. melvin, dated May 20, 1918 and recorded in Liber W.F.W. No.11, fols 570 &., parties defendant to above cause as follows:

That the said James T. Bright and madison Brown assignees of said mortgage, shall proceed to make sale of the mortgaged real estate, including that part of the mortgaged property upon which the building mentioned in the above cause stands and claimed to be subject to the Mechanic's Lien, clear of said lien, of said Walter T. Pippin, and with the understanding that they, said assignees, shall announce said mortgage sale that that the said Walter T. Pippin would have the right to proceed against the proceedsof the sales of the mortgaged property in the hands of the said assignees arising from said mortgage sale.

Dated this 2nd day of August, 1921.

Signed Madison Brown
Signed James T. Bright
Signed Herbert E. Perkins
Solicitor for Walter T. PiPPin

Ordered, this second day of december, in the year nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County in equity, and by the authority thereof, that the sale med by James T. Bright and Madison Brown, assignees of the mortgagementioned in the aforegoing report of sale, set forth in said report of sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice has been given in accordance with the terms of the order nisi heretofore passed in this cause in reference to said sale. And it is further ordered, that the papers of this cause be and the same are hereby referred to Madison BroBordley, as special auditor, with instructions to him to state an adult oraccount between the proceeds of sale and the said assignees and vendors.

Philemon B. Hopper.

CERTIFIED COPY OF DECREE.

Walter T. Pippin	)	In the Circuit Court
Vs	)	for
Lemuel Powell	)	Queen Anne's County
		In Equity No, 2342.

DECREE OF COURT.

The above cause being submitted on Bill of Complaint and agreement of Settlement filed by the adult defendants Noami V. Powell, Cochran Powell and Hester Younger, and by P.V. Hendrickson and Noami V. Powell, Administrators of Lemuel Powell, deceased, parties defendants, and upon answer filed by James T.Bright and Madison Brown assignees, of mortgage with agreement attached thereto, and answer by John Palmer Smith, Guardian Ad-Litem for Noble Powell, Noami Powell, Charles Powell and Madeline Dudley infant defendants and upon the testimony filed herewith and all the other proceedings therein having been read and considered and it clearly appearing to the Court that it would be to the best interest and advantage of the infant defendants for the same settlement to be made as respects their interests as is made by the remaining parties defendants. It is thereupon this 14th day of November 1921, by the Circuit Court for Queen Anne's County, in Equity adjudged, ordered and decreed that the agreement of settlement, viz: defendants to pay 90% of the plaintiffs claim and each side to pay one half of costs be ratified, and confirmed as to all party defendants including the infant defendants.

And it is further adjudged, ordered and decreed that the sum of $458.76, being 90% of plaintiffs claim, together with one half of court costs, be paid out of the proceeds of sale in the Equity case of James T. BRight and madison Brown, assignees versus Lemuel Powell, In Equity, No, 2403 after payment of the mortgage debt, interest and costs in said case.

Lewin W. Wickes

Philemon B. Hopper

Filed November 14th, 1921.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from the Original decree filed in the above entitled case, and now remaining in my office.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th day of November, A.D. 1921.

J.F. Rolph, Clerk Circuit Court

for Queen Anne's County.

In the Circuit Court for Queen Anne's County in Equity.

James T. Bright and Madison Brown, Assignees # Chancery Cause
versus # No.
Lemuel Powell and Noami Powell, Mortgagors. # 2403.

Statement of the mortgage debt due the mortgage mentioned in this cause.

Amount of the principal mortgage debt, to wit:		$2,000.00
Interest due thereon from November 20, 1920, to May 20, 1921 due to Noami Powell, Assignees	$60.00	
Interest from May 20, 1921 to August 2, 1921:	24.00	84.00
		$ 2,084.00
Add 5 per centum commissions thereon due to James T. Bright and Madison Brown, attorneys, in hands said mortgage has been placed for collection.		103.40
Total amount debt due on Aug.2, 1921.		$2,187.40

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this second day of December, nineteen hundred and twenty one, beforeme, the subscriber, clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown and he did make oath in due form of law as follows, to wit:
That the aforegoing is a true and just statement of the mortgage debt due on August 2,1921, day of sale mentioned in above cause under the mortgage mentioned in said cause; that he has personal knowledge of the same; that he collected from Lemuel Powell the mortgagor owning the property mortgage, now deceased, during his life time the interest paid on said mortgage by said Lemuel Powell; that on or about May 20, 1921, the interest due on said date, was paid by Noami Powell, one of the mortgagors, and one of the heirs at law of said lemuel Powell, who was then dead, with the understanding that she should be subrogated to the rightd of the mortgagee to whom said interest was paid; that said affiant was a witness to said agreement, that under said agreement said interest was paid in order to postpone at that time a sale of the mortgaged property.

Sworn before me, J.F. Rolph_ Clerk

Filed Dec 2nd, 1921.

In the Circuit Court for Queen Anne's County in equity.

James T. BrighT and Madison Brown, Assignees of mortgage # Cause No.
versus # 2403.
Lemuel Powell and Noami Powell, his wife. #

To the Honorable, the Judges of said Court:
The report of Madison B. Bordley, special auditor, unto Your Honors respectfully sets forth:
That in the within account James T. Bright and Madison Brown, parties making sale of the real estate reported sold in this cause are charged with the gross amount of the sale made and reported herein by them, and arethen thereout allowed their commissions for making sale, per terms of mortgage, costs of advertising the sale

and the several order nisi of the cause, auctioneer's fee, costs of their bond, taxes on property sold, costs of insurance of mortgaged improvements effected, and the fee of the auditor, There is awarded unto walter T. Pippin, in accordance with the decree of this court passed in cause No.2342 of this Court, the amount to be paid to him in settlement of his claim filed in said cause No. 2342 (see certified copy of said decree filed in this cause), and there is awarded unto james T. Bright and Madison Brown, in trust, a sum of money equalto one half of the costs (see statement of the clerk of this court filed in this cause) of said cause No. 2342 to be used by them in the payment of one half of the cause of said cause, in accordance with the decree in said cause No. 2342. After these allowances there remains subject to the future order of this court the sum of $35.43 out of the amount of the sale originally charged to the said parties making the sale of this cause.

Respectfully submitted, Madison B. Bordley

Dec.23, 1921. Special auditor.

The proceeds of the sale of the mortgaged real estate of Lemuel Powell and Noami Powell, his wife, in account with james T. Bright and Madison Brown, assignees, parties making the mortgage sale.

CR:

1921

Aug.21. By gross proceeds of the mortgaged sale, per report of sale filed: $3035.00

Dr:

" " To James T. Bright and Madison Brown, parties making the mortgage sale, for their commissions, per terms of mortgage, to wit: $166.40

To do., for costs of advertising notice to sale, order nisi thereon, and costs of printing handbills, per receipted bill: 49.75

To do., for the court costs of this cause, per statement of clerk, as follows: Costs due Clerk $21.50

Appearance fee of Plaintiff attorneys. 10.00 31.50

To do., for the amount paid Elmer Anthony for crying sale per his receipt, to wit: 15.00

To.do., for the amount of state and county taxes for year 1920 on mortgaged property sold 24.53

To.do., for the amount of the insurance premium paid by them on mortgaged property, per receipted statements,to wit: 9.75

To do., for the costs of their bond filed herein with corporate surety thereon, paid said surety per receipt for same, to wit: 16.00

To do., for the costs of advertising the order nisi to be passed as to this report and account: 3.00

To do., for James T. Bright and Madison Brown, assignees of mortgage herein mentioned for the amount of the mortgage debt on day of sale, per statement of mortgage debt filed, to wit: 2187.40

To do., Madison B. Bordley, special auditor for stating this account, to wit: 9.00

To Walter T. Pippin, plaintiff in cause # 2342 of this court, in settlement of his claim filed in said cause, per decree filed in said cause and agreement between him and the said

parties making sale herein reported, to wit: 458.76

To James T. Bright and Madison Brown, in trust to pay one half of the costs in said cause #2342 per said decree in said cause and statement of clerk filed herein, to wit: 28.48

To balance to remain subject to the future order of this Court, to wit: 35.43

$ 3035.00 $3035.00

Madison B. Bordley

Special Auditor.

NISI RATIFICATION OF AUDIT

James T. Bright and Madison Brown

Assignees of mortgage # Case No. 2403.

Vs #

Lemuel Powell, et al., #

ORDERED, This 27th day of december, in the year nineteen hundred and 21 that the report and account filed in these proceedings by Madison B. Bordley Special Auditor be ratified and confirmed unless cause to the contarary thereof be shown on or before the 24th day of January 1922, provided a copy of this order be published once a week in each of two successive weeks before the 16th day of January 1922, in some newspaper printed and published in Queen Anne's County.

J.F.Rolph Clerk

Filed December 27th, 1921.

THE CENTREVILLE RECORD

Centreville Record Jan.31, 1922

The Centreville record Publishing Co., hereby certifies that the Nisi Ratification of Audit in the case of James T. Bright and Madison Brown assignee of Mortgage Vs lemuel Powell estate a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published in Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 16th day of Januaby, 1922.

The centreville record Publishing Co.,

By E.M.Forman Associate Editor.

Ordered this 13th day of January, 1922 that the aforegoing and within Report and Account of the Special Auditor be and is hereby ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given by publication of order of ratification nisi as required; and the trustees are directed to disburse in accordance therewith.

Philemon B. Hopper.

Brought forward from Page 90 of this Liber.

H.B.W.Mitchell, all that tract, part of a tract, parcel and lot of land situate, lying and being on Kent Island, in the fourth election district of Queen Anne's County aforesaid, being a partof Love Point, adjoining the land of the Love Point Land and Improvement Company, of Caroline County, on the north,the land of Love Point Beach and Park Company on the west, bounded by Chester River on the south, and on the east by the public road leading to the pier of the Md. Del. and Va. Railway Company, containing nine acres of land,more or less; and being the same land as that described in the deed from Vivian Phillips and E.Anne Phillips,his wife, to the Hotel Love Point Company, dated the thirty first day of May, nineteen hundred and seventeen, and recorded among the land record books for Queen Anne's County, immediately preceding these presents, and also ten row boats and all the furniture, silverware, bedding and linen in the Hotel Love Point and all the equipment of said hotel.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining and the buildings and improvements thereon erected and being. Provided, that if the said The Hotel Love Point Company, its successors or assigns shall well and truly pay to the said Walter T.Wright, James T.Bright and H.B.W.Mitchell their executors, administrators or assigns the aforesaid sum of twenty thousand dollars, together with all interest thereon in the meantime as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said The Hotel Love Point Company, its successors and assigns shall possess said property. And the ~~said~~ The Hotel Love Point Company for itself, its successors and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurredin the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved by the said Walter T.Wright, James T.BrighT and H.B.W.Mitchell, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Walter T. Wright, James T.Bright and H.B.W.Mitchell, or either of them their or either of their executors, administrators or assigns, or H.B.W.Mitchell, their hereby duly constituted attorney for the purpose, are hereby authorised and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County,Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest

from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment, of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby whether, the same shall have then matured or not, and third, the balance to The Hotel Love Point Company or whoever may be entitled to same.

And it is hereby agreed that wneh default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Walter T.Wright, James T.Bright and H.B.W.Mitchell, their executors,administrators successors or assigns, or H.B.W.Mitchell, their said attorney, shall not be required to receive and accept the preincipal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgageindebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said The Hotel Love Point Company for itself, its sucessors and assigns, hereby covenants to pay.

In witness whereof the said The Hotel Love Point Company, a body corporate, has caused these presents to be signed by its president and its corporate seal to be hereto affixed and attested by its secretary this 17th.day of July, nineteen hundred and seventeen.

Witness:
Chas. L.Goodhand.
Attest:
H.B.W.Mitchell,
Secretary.

Corporate Seal
of
The Hotel Love
Point Co.

The Hotel Love POint Company.
By Edwin H.Brown,Jr.
President.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this seventeenth day of July, in the year nineteen hundred and seventeen, before me, the subscriber, a Notary Public of the State of Maryland, in andfor Queen Anne's County, personally appeared Isaac Grolman- Vice-President of the Hotel Love Point Company, a body corporate, and acknowledged the within and aforegoing mortgage to be the act and deedof said The Hotel Love Point Company, a body corporate, and at the same time also personally appeared Walter T.Wright, James T.Bright and H.B.W.Mitchell and each made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth.

In testimony whereof I hereunto subscribe my name and Notarial seal affix, this 17th.day of July, nineteen hundred and seventeen.

W.Cookman Orrell,Jr.
Notary Public.

Notary
Public
Seal.

#8772. QUEEN ANNE'S COUNTY_ TO WIT: Be it remembered that on the nineteenth day of August, in the year nineteen hundred and twenty one, the following Partial Release of

Mortgage was brought to be recorded, to wit:-

The Partial Release of Mortgage made this 10th.day of August, in the year nineteen hundred and twenty one, by H.B.W.Mitchell, Walter T.Wright and James T.Bright, all of Queen Anne's County, in the State of Maryland.

WITNESSETH, That in consideration of the sum of five dollars, and for other good and valuable considerations, the receipt of of which is hereby acknowledged, the said H.B.W.Mitchell, Walter T.Wright and James T.BrighT, do hereby remise, release and discharge unto the Hotel Love Point Company, a body corporate, the premises hereinafter described from the lien of a certain mortgaged executed by the Hotel Love Point Company, a body corporate, to Walter T.WrighT, James T Bright and H.B.W.Mitchell, dated the 17th. day of July, in the year 1917, and recorded among the land records of Queen Anne's County, in Liber W.F.W_No.10, folio 485 said above mentioned premises being situated in said county, of Queen Anne, State aforesaid, and particularly described as follows:

Being all that part of the land of the Hotel Love Point Company, a body corporate, located at Love Point in said county, which by lease dated July twenty ninth, nineteen hundred and nineteen, and recorded among the land records of Queen Anne County in Liber J.F.R. No.2, folio 524, was demised and leased by said Hotel Love Point Company to Charles W. Harrison as well as and including, the road way not exceeding seventy five feet in width, extending from the shore end of the pier constructed upon said land, and running in a direct line to a point within one hundred feet of the shore end of the Maryland, Delaware and Virginia Railway Company, where it joins the public road leading to Stevensville.

It is hereby expressly understood that this release shall not effect or impair the security of said mortgage upon any portion of said premises except the premises hereinabove described.

Witness the hands and seals of said releasors.

H.B.W.Mitchell. (SEAL)
Walter T.Wright. (SEAL)
Test: N.Lucille Bailey. James T.bright. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 10th.day of August, in the year nineteen hundred and twenty one, before me, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared H.B.W.Mitchell, Walter T.Wright and James T. Bright, and acknowledged the aforegoing Partial Release of Mortgage to be their act.

N.Lucille Bailey.
Notary Public.

Notary
Public
Seal.

#9533. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of September, in the year nineteen hundred and twenty two, the following assignment was brought to be recorded, to wit:-

THIS ASSIGNMENT, made this 6th.day of September, 1922, by and between Arthur H. Miller and Alan L.Jemison,parties of the first part, and Walter T.Wright and H.B.W.Mitchell parties of the second part.

WHEREAS, by assignment of even, date, a mortgage for $20,000 with all accrued interest was conveyed by said parties of the second part unto said parties of the first part, but without recourse to ot guarantee by said parties of the second part, said mortgage being dated July 17, 1917, from the Hotel Love Point Company to said Wright, Bright and

Mitchell, and duly recorded among the land records of Queen Anne's County,Maryland, and, whereas, said $20,000 mortgage was assigned to said Miller and Jemison to the extent of $12,000 together with interest on said $12,000 from this date, absolutely, but on condition that there was to be a reassignment of said mortgage by said parties of the first part to said parties of the second part, simultaneously with this assignment for the difference between $12,000 with interest from this date, and $20,000 together all accrued interest on said principal mortgage indebtedness of $20,000 to this date, that is to say: the $8,000 principal and interest on the entire mortgage indebtedness of $20,000 to this date.

Now therefore, the parties of the first part, do hereby transfer,assign, grant, and convey unto the said parties of the second part, in equal part, the $20,000 mortgage above specified to the extent of $8,000 thereof, and to the extent of $8,000 of the principal mortgage indebtedness intended to be thereby secured, together with all accrued interest on the entire mortgage indebtedness of $20,000 to this sate, the lien of the $8,000 and interest hereby assigned to be subsequent to that part hereby retained.

Witness our hands and seals.

Arthur H.Miller. (SEAL)
Test: george Brenlein. Alan L.Jamison. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the ninth day of September, in the year 1922, the following assignments were brought to be recorded, to wit:-

For value received, we hereby transfer and assign the within and aforegoing mortgage, but without recourse to or guarantee by us, to Arthur H.Miller and Alan L. Jemison.

Witness our hands and seals, this sixth day of September, 1922.

Walter T.Bright. (SEAL)
James T.bright. (SEAL)
Witness: R.E.C.Lowe. H.B.W.Mitchell. (SEAL)

For value received, we hereby transfer and assign the within and aforegoing Mortgage to The Maryland Finance Corporation, a corporation duly incorporated under the laws of the State of Delaware.

As witness our hands and sals this 6th.day of September, nineteen hundred and twenty two.

Alan L.Jemison. (SEAL)
Test: William Stanley. Arthur H.Miller.

Queen Anne's County, to wit: Be it remembered that on the twentieth day of October, in the year 1922, the following assignment was brought to be recorded, to wit:-

The Maryland Finance Corporation hereby assigns the within and above mortgage to Arthur H.Miller for the purpose of foreclosure.

As witness the signature of the said The Maryland Finance Corperation by Wm. Stanley, its President, and its corporate seal duly attested.

The Maryland Finance Corporation
By William Stanley, Pres.

Test: J.Frank Dufe
Asst. Secty.

Seal's
Place.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W.No.10, folio 485 etc, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this twentieth day of October, in the year nineteen hundred and twenty two.

Seal's Place. J.F.Rolph, Clerk.

BOND, filed Oct. 24th. 1922.

KNOW ALL MEN BY THESE PRESENTS, that we, Arthur H.Miller of Baltimore City, in the State of Maryland, and the Mational Surety Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five thousand dollars ($25,000.00) current money of the United States, to be paid to the said State of Marland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty first day of October, in the year nineteen hundred and twenty two.

Whereas, the above bounden Arthur H.Miller is about to execute the power of sale contained in a certain mortgage from the Hotel Love Point Company to Walter T.WrighT, James T.Bright and H.B.W.Mitchell, bearing date the seventeenth day of July, in the year nindteen hundred and seventeen and recorded in Liber W.F.W.No.10, folio 485, a land record book for Queen Anne's County,Maryland, which was by the said Walter T.WrighT, James T. bright and H.B.W.Mitchell duly assigned to Arthur H.Miller and Alan L.Jemison and assigned by Arthur H.Miller and Alan L.Jemison to The Maryland Finance Corporation by an assignment dated September 6th. 1922, and recorded in Liber W.F. W.No.10, folio 592, a land record book for said Queen Anne's County, and assigned by The Maryland Finance Corporation to Arthur H.Miller by an assignment dated October 20th. 1922, by making sale of the property described, in, granted and conveyed by said mortgage, default having occured in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest covenanted to be paid upon the principal mortgage debt named in and secured by said mortgage at the times therein provided for the payment thereof.

Now the Condition of the above obligation is such, that if the above bounden Arthur H.Miller shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remian in full force and virtue in law.

Signed, sealed and delivered in the presence of:

George Bienlein
As to Arthur H.Miller.

Ruth Connelly
As to The National Surety Company by its attorneys in fact.

Seal's Place.

Arthur H.Miller. (SEAL)

The National Surety Company.
By James T.Bright.
Chas. E.Tucker.
Its attorneys in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-

Security approved and Bond filed October 24th. 1922.

J F.Rolph, Clerk.

Report of Sale filed Nov. 23rd. 1922.

Arthur H.Miller, Assignee of Mortgage	( )	In the Circuit Court for
Vs.	(	Queen Anne's County,
The Hotel Love Point Company.	)	in Equity.

REPORT OF SALES.

To the Honorable, the Judges of said court:

The report of Arthur H.Miller, assignee of mortgage from the Hotel Love Point Company, to Walter T.Wright, et al, dated July 19th.1917, and recorded in Liber W.F.W.#10,fol. 485 etc, a land record book for Queen Anne's County,Maryland, and by mesne assignment assigned unto Arthur H. Miller, a certified copy of which said mortgage and the assignments thereon is duly filed in the above proceedings, unto your Honors respectfully states:

That by virtue of the power of sale contained in the aforesaid mortgage, default having occured in the payment of the principal debt, interest, taxes and insurance, and after giving bond with security approved by the Clerk of this court, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed and published in Queen Anne's County,Maryland, for more than twenty days before the day of sale, as provided for in said mortgage the said Arthur H.Miller, as assignee, did, pursuant to said notice and advertisement, attend in front of the Hotel Love Point, on the Hotel Love Point property, on Monday, November 13th.1922, between the hours of 11 and 12 o'clock and did then and there proceed to make sale of:-

All that tract of land situate at Love Point, on Kent Island, containing Nine acres of land,more or less, improved by the Hotel Love Point, together with all the furniture, silverware, beds and linen and all the quipment contained in the said Hotel Love Point which is used in conjunction with the maintenance andconduct thereof, being all the property described and conveyed in the mortgage above mentioned, and as set out fully in the advertisement of the sale, a certificate of which is filed herewith,and sold the same unto John W.Holloway, at and for the sum of fourteen thousand five hundred dollars ($14,500.00) he being then and there the highest bidder therefor. The terms of sale will be fully complied with upon final ratification.

Respectfully submitted.

Arthur H.Miller.
Assignee of Mortgage.

Certificate of Centreville Observer,
Certificate of Wm.G.Schwab & Co, Auctioneers.
Filed Nov.23rd. 1922.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 22nd. day of November, 1922, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, personally appeared Arthur H.Miller, assignee of mortgage,and made oath in due form of law that the matters and things stated and set forth in the aforegoing Report of Sales to be true to the best of his knowledge and belief, and that the sale was fairly made.

Ambrose Vogt.
Notary Public.

Notary
Public
Seal.

Certificate of Publication of
Advertisement of Salefiled
Nov. 23rd.1922.

Mortgage sale of Hotel Love Point Property

Also Furniture and Equipment at Love Point, Maryland.

Under and by virtue of a power of sale contained in a mortgaged from the Hotel Love Point Company to Walter T.Wright, James T.Bright and H.B.W.Mitchell, bearing date the 17th.day of July, 1917, and recorded in Liber W.F.W.No.10,folio 485, a land record book of Queen Anne's County, and by mesne assignments duly assigned to the undersigned and recorded at the foot of said mortgage among the land records of Queen Anne's County, default having occured in the terms and conditions of said mortgage, the undersigned assignee will sell at public auction, to the highest bidder, on Monday, November 13,'22 between the hours of 11 o'clock A.M. and 12 o'clock,noon, on the Hotal Love Point Property in front of the Hotel Love Point, the following described real estate and personal property, to wit: All that tract, part of a tract, parcel and lot of land situate, lying and being on Kent Island, in the fourth election district of Queen Anne's County aforesaid, being a part of Love Point, adjoining the land of the Love Point Land and Improvements Company of Caroline County on the north, the land of Love Point Beach and Park Company on the west, bounded by Chester River on the south, and on the east by the public roadway leading to the pier of the Md. Del.& Va. Railway Company, containing Nine acres of land more or less, and being the same land as that described in the deed from Vivian Phillips and E.Anna Phillips, his wife, to the Hotel Love Point Company, dated the thirty first day of May, nineteen hundred and seventeen, and recorded among the land record books for Queen Anne's County. This property has a large frontage on Chester River and is improved by a lart Hotel known as the Hotel Love Point, containing from forty to fifty rooms, garage, lunch room,bowling alley room, bath houses and other buildings on the property. The State of Maryland gives a large subsidy to a ferry Company operating a boat to Love Point. This is the finest summer resort in the State of Maryland, the land is high and it is situate at the point which is at the confluence of the Chester River and the Chesapeake Bay and therefore is practically free from mosquities.
The sale of this property offers one of the best opportunities in Maryland to anyone desiring a first class Hotel proposition or an up-to-date execusion summer resort.
The Md. Del and Va. Railwoad Company operates in the summer, a large excursion boat twice daily from Baltimore to Love Point. Love Point is the terminus of the Md. Del. & Va. arilway Company from lewes,Del to Love Point. The Hotel Love POint is thoroughly

equipped with electric lights, bath rooms and up-to-date water system.

On the same day of sale of the real estate, commencing at 12 o'clock M. the undersigned assignee will sell the following personal property: All the furniture, silverwar bed and linen in the Hotel Love Point, and all the equipment of said Hotel, consisting of Davenport, Massive Hotel Lobby Chairs, Dining room tables, dining room chairs, Parlor Furniture, forty bed room suites, forty beds, mattresses and springs, silverware, rugs and much other household furniture located in the Hotel.

Terms of sale; one-third of purchase money in cash, on day of sale, the balance in two equap installments of one and two years with intesest from day of sale, on notes or bonds properly secured to the undersigned or all cash at the option of the purchaser.

Other particulars made known on day of sale.

Arthur H.Miller.
Assignee of Motgage
James T.Bright, attorney,

William G.Schwab & Co, Auctioneers, 7 St.Paul St.Balto,Md.

The Centreville Observer.

Centreville, Md. Nov. 20, 1922.

The Centreville Observer Publishing Co, hereby certified that the Mortgage sale in the case of Arthur H.Miller, assn. vs. Hotel Love Point Co, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13th.day of Nov. in the year,1922.

The Centreville Observer Publishing Co.

By Bertha G.Durney.

Order Nisi.

Nisi.

Arthur H.Miller. Assignee of mortgage.	(	In the Circuit Court for
	)	Queen Anne's County,
Vs.	(	in Equity.
The Hotel Love Point Company.	)	Chancery No. 2470

Ordered this 23rd. day of January, A.D. 1923, that the sale of the real estate made and reported in this cause by Arthur H.Miller, assignee of mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th. day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County,Maryland, once in each of four successive weeks before the 28th.day of February next.

The report states the amoun. of sales to be $14,500.

J.F.Rolph, Clerk.

Filed January 23rd. 1923.

Certificate of Publication of Order Nisi.

Order Nisi.

Arthur H.Miller, assignee of Mortgage.	(	In the Circuit Court
	)	for Queen Anne's County,
Vs.	(	in Equity,
The Hotel Love Point Company.	)	Chancery No. 2470.

Ordered, this 23rd. day of January, A.D. 1923, that the sale of the real estate made and reported in this cause by Arthur H.Miller, assignee of mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th.day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County,Maryland, once in each of four successive weeks before the 28th.day of February next.

The report states the amount of sales to be $14,500.

J.F.Relph, Clerk.

True Copy-Test:

Filed January 23rd. 1923. J.F.Relph, Clerk.

The Centreville Record.

Centreville, Md. Mar. 26, 1923.

The Centreville Record Publishing Co, hereby certified that the Order Nisi in the case of Miller, assignee vs. The Hotel Love Point, Co. a true copy of which is herete annexed, was inserted in the centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County,Maryland, once in each of four successive weeks. before the 28 day of Feb. in the year 1923.

The Centreville Record Publishing Co.
By E.H.Brown, Jr.

Exceptions to final ratification of Sale.

Arthur H.Miller, Assignee of Mortgage	(	In the Circuit Court.
	)	for Queen Anne's County.
Vs.	(	in Equity.
The Hotel Love Point Company.	)	Chancery No. 2470.

.....

Arthur H.Miller, assignee of Mortgage, the plaintiff in the above entitled cause respectfully filed this exceptien to the final ratification and confirmation of the Report of sale filed herein, and for cause says:

That the terms of sale have not been complied with by the purchaser in that this Exceptant has only received from said purchaser the sum of one thousand dollars in cash paid on the day of sale, and the terms of sale required the payment of the sum of one third of the purchase price, namely, one third of the sum of $14,500.00 aggre gating the sum of four thousand eight hundred and thirty three dollars and thirty three cents, for which balance due under the terms of sale, demand for payment has been made and said pay-

ment has not been made.

And for other good and sufficient reasons to be assigned at the hearing of these exceptions.

Arthur H.Miller.
Assignee of Mortgage.

Filed March 27th. 1923.

Order dismission Exceptions filed May 9th.1923.

Arthur H.Miller, Assignee	( )	In the Circuit Court for Queen Anne's County.
Vs.	(	
The Hotel Love Point Co.	)	

Mr. Clerk:

Please dismiss the exceptions filed by me in the above entitled case and have the final order of ratification signed.

Arthur H.Miller.
Assignee.

Final Order Ratifying Sale, filed May 10th.1923.

Arthur H.Miller. Assignee of Mortgage.	( )	In the Circuit Court for Queen Anne's County, In Equity.
Vs.	(	
The Hotel Love Point Company.	)	

ORDERED, this tenth day of May, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate and personal property made by Arthur H.Miller, assignee of Mortgage, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, and the said Arthur H.Miller, assignee of mortgage, is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor of this court. The exceptions heretofore filed by Arthur H.Miller are hereby dismissed.

Thomas J.Keating.

Filed May 10th.1923.

Report and Account of the Auditor.

Filed Dec. 16th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

Arthur H. Miller, Assignee, of Mortgage,	Chancery
versus	Docket,
Love Point Hotel Company, mortgagor.	Cause 2470.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Maridon Brown, auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging Arthur H. Miller, assignee, the party making the sale herein reported, with the gross amount of the sale made by him and then thereout allowing him his commissions for making the sale per the terms of mortgage, the costs of advertising the sale and the several orders nisi of the cause, his bond costs, the auctioneer's charges, taxes on property sold and the auditor's fee.

The balance remaining after these allowances is not sufficient to pay the mortgage debt in full and is distributed to the said assignee on account of the mortgage indebtedness due on the day of sale.

It appears from the certified copy of the mortgage mentioned in this cause filed in this cause and of the assignments thereon that the mortgage mentioned on the day of the sale was held by the said Arthur H. Miller to the extent of $12,000.00 with interest from September 6, 1922 and was held by Walter T. Wright and James T. Bright and H.B.W. Mitchell to the extent of the remainder of the mortgage indebtedness, and that the said interest and estate of the said Arthur H. Miller had on the day of the sale priority and preference over the balance of the mortgage indebtedness held by the other parties mentioned.

That the net proceeds of the sale applicable to the payment of the interest and estate in said mortgage of the said Arthur H. Miller is not sufficient to pay the claim of Arthur H. Miller in full and that of course, there is nothing out of the sales applicable to the payment of the mortgage claim of the other party. That therefore there is no statement made below of the mortgage debt due the other party but there is a statement made below of the statement or standing of the mortgage debt of the said Arthur H. Miller after the sale.

Respectfully submitted. Madison Brown Auditor.
December 9, 1924.

STATEMENT OF MORTGAGE DEBT.

Amount of claim of Arthur H. Miller	$12,000.00
Interest from Sept. 6/22 to Nov. 13/22	134.00
	$12,134.00
5% commissions of collection of James T. Bright, Atty.	606.70
	$12,740.70
Cr. By amount applicable thereto in this sale:	12,604.49
Balance due Arthur H. Miller which bears interest from Nov. 13/22.	$ 136.21

The proceeds of the mortgage sale of the real estate of The Hotel Love Point Company, a body corporate, in account with Arthur H. Miller, assignee of the mortgage mentioned in this cause, the person making the sale reported in this cause.

Cr.

1922. Nov. 13	By gross proceeds of the sale herein reported, per report of sale filed:	$14,500.00

Dr.

" "	To Arthur H. Miller, the party making the sale for his commissions for so doing, per terms of mortgage, sum of		$625.00
	To Arthur H. Miller, assignee, for the amount paid Phillip G. Schwaab & Co for services as auctioneers selling land, etc. reported sold, $225.00 and for costs of advertising sale in Baltimore Sun, per bill with receipt thereon, to wit:		252.60
	To do., for the cost of advertising the notice of sale in Centreville Observer per account for same, to wit:		99.00
	To do., for the cost of advertising notice of sale ($99.00) and nisi thereon in Centreville Record, per account for same, to wit:		104.00
	To do., for the cost of his bond with corporate surety thereon filed in this cause, to wit:		75.00
	To do, for court costs of this cause Appear. fee, plaintiff's solicitor	$10.00	
	B.H. Turner, Clerk:	22.00	
		$32.00	32.00

To do. for costs of certified copy order ratifying sale, per receipt:	.50	
To do., for costs of advertising in the Daily Record, to wit:	26.60	
To do, for costs of advertising nisi order as to this account:	3.00	
	$1217.70	$14,500.00
	Dr.	Cr.
Amounts brought forward	$1217.70	$14,500.00
To Arthur H. Miller, assignee, for state and county taxes of year 1921 on property sold, to wit:	234.22	
To do., for state and county taxes on property sold for year 1922, per tax statement, to wit:	430.09	
To Madison Brown, auditor, for stating this account, to wit:	13.50	
To Arthur H. Miller, assignee of the mortgage mentioned in this cause, on account of the mortgage claim on the day of sale, this balance (which is not sufficient to pay said claim in full) the sum of	12604.49	
	$14500.00	$14500.00

December 9, 1924.

Madison Brown
Auditor.

Filed Dec. 16th, 1924. NISI RATIFICATION OF AUDIT.

Arthur H. Miller, Assignee, of Mortgage, vs. The Hotel Love Point Company.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE NO. 2470.

ORDERED, This 16th day of December, in the year ninwrwwn hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of January, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of January, 1925, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Dec. 16th, 1924.

Copy order Nisi on Audit.

Filed Jan. 28th, 1925.

NISI RATIFICATION OF AUDIT.

Arthur H. Miller, Assignee of Mortgage
vs.
The Hotel Love Point Company.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2470.

Ordered, this 16th day of December in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of January, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of January, 1925, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy Test:

B. HACKETT TURNER, Clerk.

Filed Dec. 16th, 1924.

THE CENTREVILLE RECORD.

Centreville, Md. Jan. 28th, 1925.

The Centreville Record Publishing Co., hereby certifies that the Nisi Ratification of Audit in the case of Miller, Assignee,-vs.-The Hotel Love Point Co., a true copy of which is hereto annexed, was inserted in The Centreville Redord, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 14th day of Jan. in the year 1925.

The Centreville Record Publishing Co.
By E.H. Brown, Jr.

Supplemental Statement of
Mortgage Debt made by Jas.T. Bright.
Filed Jan. 28th, 1925.

Arthur H. Miller,
vs.
Hotel Love Point Company
Mortgage Debt and Interest $20,000
from July 17th 1927.

In the Circuit Court for
Queen Anne's County, in Equity
Chancery No. 2478.

To which are to be added five per cent commissions on the total debt to James T. Bright, Attorney at Law, under the terms of the Mortgage, as the Mortgage prior to the sale, had been placed in his hands for collection.

State of Maryland,
Baltimore City, to wit:

I hereby certify that on this 22nd day of December in the year nineteen hundred and twenty four, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared James T. Bright and made oath in due form of law that the aforegoing statement of Mortgage Debt and Interest is just and true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal this 22nd day of December in the year nineteen hundred and twenty four.

Notary
Public
Seal.

Helen Yaffa
Notary Public.

Affidavit of Auctioneer as to
the fee agreed to be paid to him.
Filed Feb. 5th, 1925.

ARTHUR H. MILLER (
ASSIGNEE)
VS. (
HOTEL LOVE POINT COMPANY)

IN THE
COURT FOR QUEEN
ANNE'S COUNTY,
(Case 2470)

I hereby certify that on this thirty-first day of January, 1925, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Philip G. Schwaab, auctioneer, and made oath in due form of law that he personally conducted the sale of the Love Point Hotel, and property as set forth in the above case. That on the subject of fees, the arrangement he had with the assignee was that he was to be paid the same as auctioneers are allowed in Baltimore City, and that this was the charge he made to wit, Two hundred and twenty five Dollars ($225.00).

Philip G. Schwaab.

The above statement is correct.
Arthur H. Miller,
Assignee.

Ambrose Vogt.
Notary Public.

Notary
Public
Seal.

FINAL ORDER RATIFYING AUDIT.

Ordered, on this 13th day of February, nineteen hundred twenty five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the within and aforegoing report and account of Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed in relation to said report, and Arthur H. Miller, party making the sale therein mentioned, be and he is hereby authorized and directed to apply the proceeds accordingly with a due proportion of interest on credit sales received or to be received, to his commission and the mortgage debt or claim.

Filed Feby. 13th, 1925.

Thomas J. Keating.

CHANCERY NO. 2511.

QUEEN ANNE'S COUNTY, TO WIT: Be IT remembered that on the eleventh day of September, in the year nineteen hundred and twenty three, the following Certified Copy of Mortgage was brought to be recorded, to wit:-

#8395. Be it remembered that on the twenty eighth day of January, in the year nineteen hundred and twenty two, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this first day of January, in the year nineteen hundred and twenty one, by and between Emory C.Powell and Bertha P.Powell,his wife, of Queen Anne's County, State of Maryland, parties of the first part and Martha A.Shawn, of the same place, party of the second part.

WHEREAS, the said parties of the first part are jointly and severally indebted unto the said Martha A. Shawn in the full sum of five thousand dollars, part of the purchase of the land hereunafter mentioned by said party of the second part unto the said parties of the first part by deed hereinafter mentioned, which saidsum it is hereby agreed shall be paid unto the Martha A.Shawn at the expiration of five years from the firstday of January, nineteen hundred and twenty one, with interest from the first installment of interest to fall due and be paid on the first day of July next; with the right and privilege on the part of the said parties of the first part and the survivor of them, his or her heirs and assigns, to make payments on account of the said principal mortgage debt in sums of one hundred dollars or multiples thereof at each time herein before named for the payment of the interest hereinbefore mentioned.

And whereas, it was a condition precedent to said sale and delivery of the deed hereinafter mentioned that this mortgage should be given to seure the payment of the said principal mortgage debt as well as the interest hereinbefore mentioned.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Emory C.Powell and Bertha P.Powell,his wife, do hereby grant and convey unto the said Martha A.Shawn, her heirs and assigns, forever, all that farm or tract of land called or known as Crumpton's Chance or the William T.Shawn farm, situate, lying and being in the third election district of Queen Anne's County, aforesaid, in Spaniard's Neck, adjoining the lands of H.B.W.Mitchell, Luther Downes and Joshua Rhodes, and containing one hundred and forty six acres, and thirty two perches of land,more or less, and being the same land granted unto the said parties of the first part by said Martha A.Shawn by deed bearing the same date as this mortgage, which mortgage it is intended shall be filed for record to immediately precede the record of this Mortgage, which is given to secure a part of the purchase money named in said deed.

Together with all rights, roads, ways, waters, privileges and advantages there to belonging, or in anywise appertaining, and the buildings and improvments thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched,planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said parties of the first part, their assigs, or the survivor of them, his or her executors, administrators or assigns shall well and truly pay to the said Martha A.Shawn, her executors, administrators or assigns, the aforesaid sum of five thousand dollars when and as the same shall become due and

payable as above set forth and also the interest thereon to accrue and be paid as above set forth, when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said parties of the first part, their heirs and assigns shall possess said property.

And the said parties of the first part, jointly and severally, covenant and for their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyd, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Martha A.Shawn her successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the mortgagee, her successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Martha A.Shawn, her successors executors, administrators or assigns, or Madison brown, of said county, attorney at law, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to said parties of the first part, or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been decketed in the proper court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Martha A.Shawn, her executors, administrators, successors or assigns, or Madison Brown their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costsand all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness

principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity and which said costs, expenses and commissions the said partiesof the first, jointly and severally, and for their heirs, executors, administrators and assigns, hereby covenant to pay.

In testimony whereof said parties of the first part do hereunto affix their names and seals.

Emory C.Powell. (SEAL)

Test: E.M.Forman. Bertha P.Powell. (SEAL)

State of Maryland, Queen Anne's County, SCT;-

I hereby certify that on this fifteenth day of January, nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland, inand for Queen Anne's County aforesaid, personally appeared Emory C.Powell and Bertha P.Powell, his wife, and they did each acknowledge the aforegoing mortgage to be their respective act.

Ezekiel M.Forman,
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this fifteenth day of January, 1921, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Martha A.Shawn, the mortgagee above mentioned, and made oath in due form of law that the consideration stated in the aforegoing mortgage to be true and bona fide as therein set forth.

Ezekiel M.Forman.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R.#6, folio 287 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this eleventh day of September, in the year nine teen hundred and twenty three.

Seal's Place. J.F.Rolph, Clerk.

BOND

State of Maryland, Queen Anne's County, SCT:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison brown, Martha E.Shawn, William T.Shawn, Martha A.Shawn, Delha D.Brown, of Queen Anne's County, State of Maryland, areheld and firmly bound unto the State of Maryland in the full and just sum of six thousand dollars ($6,000.00) lawful money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with out seals and dated this tenth day of September, in the

year nineteen hundred and twenty three.

Whereas the above bounden Madison Brown, as the attorney named in the mortgage from Emory C.Powell and Bertha P_Powell,his wife, dated January first, 1921, AND recorded in Liber J.F.R. No.6, fols. 287 etc, a land record book of Queen Anne's County aforesaid, to make sale of the mortgaged real estate in case of default in any of the terms, covenants and conditions of said mortgage, is about to make sale of the said mortgaged real estate, default having occured in the terms, covenants and conditions of said mortgage by reason of the non-payment of the interest covenanted by the terms of said mortgage to be paid on the mortgage debt secured by said mortgage at the time named in said mortgage for the payment of said interest.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Madison Brown do and shall well and faithfully abide byand perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then this obligation to be void; and of no effect; otherwise to be and remian in full force and virtue in law.

Madison Brown. (SEAL)

Signed,sealed and delivered in the presence of

Martha A.Shawn. (SEAL)

William T.Shawn. (SEAL)

Mrs. Sarah C.Cannon.

Delha D.Brown. (SEAL)

Mary E.Forman.

And on the back of the aforegoing Bond was thus endorsed, to wit:-

Security approved and Bond filed Sept. 11th. 1923.

J.F.Rolph, Clerk.

Filed Sept.11th.1923,
10.45 A.M.

REPORT OF SALE.

In the Circuit Court for Queen Anne's County, in Equity.

Madison Brown, attorney named in mortgage, Plaintiff

versus

Emory C.Powell and Bertha P.Powell, his wife. Defendant.

Chancery Docket Cause #

To the Honorable, the Judges of said Court:

The report of Madison Brown, the party making the sale hereinafter mentioned, unto your Honors respectfully sets forth:

That default occured in the terms,conditions and provisions of the mortgage from Emory C.Powell and Bertha P.Powell,his wife, dated January first, 1921, and recorded in Liber J.F.R.No.6, fols. 287 etc. a land record book of said county made to Martha A.Shawn to secure the payment to her of five thousand dollars with interest from date mentioned payable during the term of years semi-annually by reason of the non-payment of that instalment of interest covenanted to be paid on the first day of July, 1923, and said default existed at the time of the sale hereinafter mentioned.

That the said Madison Brown is named in said mortgage to sell the mortgaged real estate under the power of sale therein contained in case of default in the terms of said

mortgage.

That prior to the time of the sale hereinafter mentioned the said Madison Brown filed with the Clerk of this court a bond to the State of Maryland conditioned as is required by law for the foreclosure of mortgages under power of sale in same contained and said bond was accepted by the said clerk and approved by him as to amount and sureties.

That prior to the day of sale hereinafter mentioned the said Madison Brown caused to be inserted in the Centreville Record, a newspaper published in said county as an advertisement notice of the time, place, manner and terms of th sale hereinafter mentioned, and said notice was advertised in said paper once a week for each of four successors weeks before the day of sale in said notice mentioned, said newspaper being issued weekly.

That on September the eleventh, 1923, the say of sale mentioned in said notice of sale, the said Madison Brown with T.Frank Seward as his auctioneer, did pursuant to said notice attend at two o(clock of said day in front of the court house door in the town of Centreville, Queen Anne's County, Maryland, and after reading the notice of sale and terms thereof did offer at public sale to the highest bidder the mortgaged property described in said notice of sale, and did sell the same unto Martha A.Shawn, the mortgagee named in said mortgage and holder of said mortgage at the time of sale, she being then and there the highest bidder therefor, at and for the sum of five thousand dollars, the land sold being the property described in said mortgage.

That the said Madison Brown after reading the said notice of sale did announce that the property would be sold subject to the following terms in addition to those contained in thenotice of sale, to wit:-

That as soon as the purchaser had arranges satisfactory settlement with the said Madison brown of the purchase money the purchaser would be entitled to possession of the mortgage property, with the right to harvest and receive the corn crop now growing on said mortgagedproperty but would be required to pay the state and County taxes due on said property for the present year; that the purchaser would be required to pay all costs relative to the title papers,, including revenue stamps for the deed.

That the said Martha A.Shawn has made satisfactory settltment of said purchase money with the said vender.

That a copy of thenotice of sale as advertised, duly certified to by the publisher of said paper, is filed with the report hereby made as part thereof.

Respectfully submitted,

Madison Brown.
Attorney named in mortgage.
Vendor.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this twelfth day of September, in the year nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated to the best of his knowledge and belief, and that said sale therein mentioned was fairly made.

J.F.Relph,
Clerk of the Circuit Court
for Queen Anne's County.

Certificate of Publication of
Advertisement of Sale.

Mortgage Sale of a valuable farm.

Default having occured in the terms of the mortgage from Emory C.Powell and Martha Powell,his wife, to Martha A.Shawn, dated January 1st. 1921, and recorded in Liber J.F.R.No.6, fols. 287 etc. a land record book of Queen Anne's County, the undersigned as attorney named in said mortgage to sell the mortgaged property in case of such default will sell at public sale to the highest bidder in front of the Court House, in the town of Centreville, Queen Anne's County, Maryland on Tuesday, Sept 11th.1923, at 2 o'clock P.M. all that farm called Crumpton Chance, or William T.Shawn Farm situate in third election district of Queen Anne's County,Maryland, on the right of (but not immediately adjacent to) the road from Centrecille to Burrisville adjoining the Frazier farm of H.B.W.Mitchell, Josiah Rhedes, Luther Dewnes and Martha Jones, and containing 146 acres and 32 perches of land,more or less. Improvements consist of a Dwelling House, stable, granary with corn crib, poultry houses and cow stable.

The land is kind, susceptible of improvement and produced good crops.

Terms of sale:- One third of the purchase money in cash at time of sale and balance thereof in two equal installments payable one and two years respectively from day of sale, with interest from day of sale, the deferred payments to be secured by the notes of the purchaser eith security thereof to be approved by the undersigned, or all cash at option of the purchaser. Further pa ticulars made known on day of sale.

Madison Brown,
Attorney named in mortgage

T.Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md. Sept 11. 1923.

The Centreville Record Publishing Co, hereby certified that the mortgage sale in the case of Martha A.Shawn vs. Emory C.Powell, a true copy of which is hereto annexed was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville Queen Anne's County, Maryland, once a week for four consecutive weeks, before the 11th. dau of Sept. in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.
By W.F.Reed.

ORDER NISI

N I S I.

Madison Brown, attorney	(	In the Circuit Court for
vs.	)	Queen Anne's County,
Emory C.Powell.	(	in Equity. Chancery No. 2511.

ORDERED, this 12th.day of September, A.D. 1923, that the sale of the real estate made and reported in this cause by Madison Brown, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th.day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County,Maryland, once in each of four successive weeks before the 17th.day of October next.

The report states the amount of sales to be $5,000.

J.F.Relph, Clerk.

Filed September 12th.1923.

CERTIFICATE OF PUBLICATION OF ORDER NISI.

ORDER NISI.

Madison Brown, atterney,	(	Inthe Circuit Court for Queen
vs.	)	Anne's County, in Equity.
Emery C.Powell.	(	Chancery No. 2511.

ORDERED, this 12 day of September, A.D. 1923, that the sale the real estate made and reported in this cause by Madison Brown, atterney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th.day of November next; provided a copy of this order be inserted in somenewspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th.day of October next.

The report states the amount of sales to be $5,000

J.F.Relph, Clerk.

Filed September 12th.1923. True Copy, Test: J.F.Relph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. 11-15-23.

The Centreville Record Publishing Co, hereby certifies that the Order Nisi in the case of Brown vs. Powell, in the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2511, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County,Maryland, once a week for four consecutive weeks before the 17 day of October, in the year 1923.

The Centreville Record Publishing Co.
By W.F.Reed.

Statement of Mortgage Debt.

In the Circuit Court for Queen Anne's County, in Equity.

Madison brown, assignee of Mortgage	Chancery
versus	Docket
Emery C.Powell and Bertha P.Powell,his wife.	Cause No. 2511.

Statement of Mortgage debt.

The amount of the mortgage debt due by the mortgage mentioned and described in the proceedings of the above cause from Emery C.Powell and Bertha P.Powell,his wife, to Martha A.Shawn, dated Jan. 21, 1921 and recorded in Liber J.F.R.No.6,fols. 287 etc, land record book of said county is the sum of $5000.00

and is amount of principal due and owing by said mortgage on day of

said of said cause, and now due and owing,

and the interest due thereon is from Jan 1, 1923 to day of sale amounting to	$208.33
	$5208.33
Amount of commissions of Madison Brown, atty for collection	206.41
Total debt due on Sept. 11, 1923, day of sale.	$5468.74

State of Maryland, Queen Anne's County, SCT:-

I hereby certify that on this 15th.day of November, 1923, before me, the subscriber, clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Madison Brown, atterney named in mortgage, plaintiff in above and he did make oath in due fork of law that the aforegoing is a true statement of the mortgage debt mentioned in proceedings of said cause on the day of sale therein named.

Sworn before me. J.F.Relph, Clerk.

Filed November 15th. 1923.

Final Order of Court Ratifying Sale.

Madison Brown, attorney	(	In the Circuit Court for Queen
Vs.	)	Anne's County, in Equity.
Emory C.Powell et al.	(	

ORDERED this 22nd.day of November, in the year 1923, that the sale of the real estate made and reported in the above entitled cause by Madison Brown, atterney, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although the previous order nisi appears to have been duly passed and published as directed, and the sadd atterney making the sale is allowed the costs and commissions provided in the mortgage.

Thomas J.Keating.

Filed Nov. 27th.1923.

Petition to have William T.Shawn and MarTha A.Shawn,his wife, subsTiTuted as purchasers of property sold; And Order of Court granting Petition.
Filed Dec. 3rd. 1923.

In the Circuit Court for Queen Anne's County, in Equity.

Madison Brown, atterney named in Mortgage.

versus

Emory C.Powell and Bertha P.Powell, Chancery No. 2511.

To the Honorable, the Judges of said Court:-

The joint petition of William T.Shawn and Martha A.Shawn,his wife, unto your Honors respectfully sets forth:

That as will appear from the proceedings of the above cause the said Martha A. Shawn became alone the purchaser of the real estate sold under the proceedings of this cause.

ThaT it has been arranged and agreed by and between her, the said Martha A.Shawn,

and her husband, William T.Shawn, that they together, as husband and wife, and as tenant by the entireties, shall become the purchasers of said real estate in the place and stead of the said Martha A.Shawn alone.

Your Petitioners therefore pray Your Honors to pass an order substituting them, as husband and wife and tenants by the entireties, purchasers of said real estate in place and stead of Martha A.Shawn alone, and directing Madison Brown,party selling said real estate, to convey said real estate unto Your petitioners in manner set forth upon the settlement of the purchase money named in the report of sales filed.

Respectfully submitted,

Martha A.Shawn

William T.Shawn.

I, Madison Brown, party making the sale in the above cause, do on my part agree to the passage of the order made necessary by the aforegoing Petition.

Madison Brown, attorney named in mortgage, vendor.

ORDERED, this third day of December, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, upon the aforegoing petition and consent thereto annexed, that William T.Shawn and Martha A. Shawn,his wife, as tenants by the entireties, be and they are hereby substituted as purchasers of the real estate sold in said cause in the place and stead of the said Martha A.Shawn alone, and that Madison Brown, attorney named in mortgage, party making the sale of said real estate, be and he is hereby authorized, empowered and directed, upon settlement in full with him by said petitioners of said purchase money, to convey said real estate so sold by him unto the said William T.Shawn and Martha A. Shawn, his wife, their heirs and assigns forever, as tenants by the entireties, and not as tenants in common, in the place and stead of the said Martha A.Shawn alone.

Thomas J.Keating.

CHANCERY NO. 2486.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fourth day of May, in the year nineteen hundred and twenty three, the following Bill Of Complaint was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

The Centreville National Bank of Maryland, a body corporate, and Charles H.Dean,	( ))	Plaintiffs,
versus		
Laura Emory Corkran, and Laura Emory Corkran and C.Marshall Gravatt, administrators with the will annexed of James M.Corkran, deceased.	( ) ( )	Defendants.

To the Honorable, the Judges of said Court:

Your orators, who sue as well for themselves as for all other creditors of James M. Corkran, late of said county,deceased, who will come in and contribute to the expenses of this suit, complaining, say:-

1. That the said James M.Corkran was, in his lifetime, indebted unto your Orator, The Centreville National Bank of Maryland, a body corporate, duly incorporated under the laws of theUnited States of America, in the full and just sum of five hundred dollars, on a certain promissory note dated March 3rd. 1922, and payable six months after date thereof, now overdue, aswill appear by reference to said promissiry note, herewith filed as part hereof, marked Exhibit J.M.C.No.1; and also unto your orator, the said Charles H.Dean, in the full and just sum of two hundred dollars on a certain promissory note dated May 15, 1922, and payable four months after date, now over overdue, as will appear by reference to said promissory note, herewith filed as part hereof, marked Exhibit No.2,J.M.C.

2. That the said James M.Corkran, being indebted as aforesaid unto your orators and unto divers other persons, departed this life on or about the 11th.day of August, nineteen hundred and twenty two, leaving personal estate and leaving two parcels or lots of land situate in the town of Centreville, in said county, one on Liberty Street of said town, called or known as The James M.Corkran Home Property, and the other on Banjo Lane, a street of said town, and known as Dr. Corkran's Banjo Lane Property."

3. That the said James M.Corkran left a last will and testament, duly executed to pass real estate, which, since his death, has been in due form of law duly admitted to probate by the Orphan's Court of said county; a certified copy of said last will and testament and of the order of saidcourt admitting same to probate is herewith filed as part hereof marked Exhibit J.M.C.No.3;

4. That by the terms of his said last will and teatament, as will appear by reference to said copy, the said James M.Corkran did devise all his property, real and personal unto the said Laura Emory Corkran,his wife, now defendant to this bill, and did nominate and appoint his said wife to be the executrix of said last will and testament.

5. That the said Laura Emory Corkran did renounce her right to letters testamentary under said will, and letters of administration with a copy of the will annexed were on

the 15th. day of August, 1922, duly granted by the Orphan's Court of said county unto the said Laura Emory Corkran and one C.Marshall Gravatt, as willappear from the certificate of the Register of Wills filed herewith as part hereof marked Exhibit J.M.C.NO.4.

6. That the said Laura E.Corkran and C.Marshall Gravatt, administrators with a copy of the will annexed of the personal estate of the said James M.Corkran,deceased, in vibtue of the administration so granted unto them, have possessed themselves of the persobal property left by the said James M.Corkran, at the time of his death, as aforesaid, and are now proceeding with the administration of said personal property.

7. That your orators are informed and charge that the personal estate so left by the said James M.Corkran,deceased, is not sufficient to pay his debts due and owing by him at the time of his death and the costs of administration of his personal estate.

8. That your orators are advised that as the personal estate left by the said James M. Corkran at the time of his death, now in the hands of his said administrators, is not sufficient for the payment of the debts due and owing by him at the time of his death, your orators and the other creditors of the said James M.Corkran are entitled to have that part of their claims which cannot be paid by or out of said personal estate paid out of the real estate of the said James M.Corkran in the hands of his said devisee, the said Laura M.Corkran.

To the end therefore:

1. That the real estate of the said James M.Corkran, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of those parts of the claims of your orators and the other creditors of the said James M.Corkran which cannot or will not be paid by the personal estate by reason of the insufficiency of said personal estate or property.

2. That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Laura Emory Corkran and to the said Laura Emory Corkran and C.Marshall Gravatt administrators with the will annexed of James M.Corkran, deceased, all of whom can be found in Queen Anne's County, State of Maryland, commanding them to be and apear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc.

Madison Brown.
Solicitor for the plaintiffs.

Exhibit J.M.C.No.1.

WRW CMW AG. 05.55

$500.00 Centreville, Md. Post Office, Mah. 3, 1922

Six Months after date, for value received, we promise to pay to the order of THE CENTREVILLE NATIONAL BANK OF MARYLAND, the sum of Five Hundred & ----------00/100 dollars, payable at the Banking House of said Bank, and,if not paid at maturity, we further agree to pay all costs and 5 per centum commissions for collecting same, and I, we, or either of us, whether makers, securities, indorsers or guarantors, do hereby confess judgment to be

$500.00
Due
3 Sept. 22.

entered by the proper official, at any time after maturity, for the amount then due hereunder, with all exemptions waived.

Pay proceeds of this note to first signer.

. . . . .

1520
484.00 R.

J.M.Corkran.
Lem Dunbracco. Security.

State of Maryland, Queen Anne's County, to wit:-

On this 2nd. day of March, 1923, before the subscriber, Register of Wills for Queen Anne's County, personally appeared J.F.Rolph, Cashier of The Centreville National Bank of Maryland and made oath according to law, that no part of the money intended to be secured by the annexed Instrument of writing has been received by him or any security or satisfaction given for the same.

William T.Bishop, Register of Wills.

Queen Anne's County, to wit:

March 6th. 1923.

The annexed Note will pass when paid.

Test: William T.Bishop, Register of Wills.

Exhibit J.M.C.No.2.

Renewal .

$200.00 Queen Anne, Maryland, May 15, 1922.

Four months after date promise to pay to the order of

Charles H. Dean

the sum of two hundred & ----------00/100 dollars

with interest at the Hillsboro-Queen Anne Bank of Maryland, for value received, and all costs and ten per centum commissions for collecting the same, and I, we, or either of us, whether makers, securities or endorsers, hereby confess judgment, with all expemptions waived, to be entered in any court of the State of Maryland or before a Justice of the Peace of said State or elsewhere by any Clerk of the Court, attorney or agent of the payee, at any time, for the amount then due hereunder together with the costs and commissions aforesaid, without stay of execution, and I, we, or either of us, hereby release any and all errors in connection with the entry of said judgment or in any attachment or execution which may be issued thereon. I, we, or either of us, hereby acknowledge full satisfaction of and unconditionally release and relinquish any and all claims arising out of the purchase for which this note was given. The endorsers, sureties and guarantors severally waive presentment for payment protest notice of nonpayment, and diligence, and agree that the time of payment may be extended without afecting their liability.

No. 3494
Due Sept 15.

J.M.Corkran.

Two three cent.Int. Rev.
stamps,endorsed:

Hillsboro, Md Sept. 28th.1922.

$204.

Received of Mr. C.H.Dean- two hundred four 00/100 $ being full for late J.M.Corkran note for like amount due Sept. 15th. 1922.

H.P.Flowers, Cashier.
The Hillsboro-Queen Anne Bank,
Hillsboro, Md.

Filed May 24th1923.

State of Maryland, Queen Anne's County, SCT;-

On this 13th.day of October, 1922, before the subscriber, Register of Wills for Queen Anne's County, personally appeared Charles H.Dean and made oath in due form of law that the annexed account as stated, is just and true, and that he hath not re-

ceived any part of the money stated to be due, or any security or satisfaction for the same.

One Ten cent Int. Rev. Stamp,endorsed:

William T.Bishop.
Register of Wills.

October 17th. 1922.

Queen Anne's County, Sct:$

The annexed account will pass when paid:

Test: Wm. T.Bishop. Register of Wills.

Exhibit No.3.

In the name of God, Amen:-

I, James M.Corkran, of Queen Anne's County, in the State of Maryland, do make this my last will and testament, in manner and form following, that is to say:-

After the payment of my just debts, I do give, devise and bequeath all my property, real and personal, wheresoever located or situated unto my dear wife, Laura Emory Corkran, unto her, her heirs, executors, administrators and assigns, absoultely and in feesimple.

I hereby revoke all former wills by me made.

I do hereby nominate and appoint my said wife to be the executrix of this my last will and teatement without the necessity of giving bond except as required by law.

In testimony whereof I do hereunto subscribe my name and affix my seal this 29th. day of July, in the year nineteen hundred and twenty two.

James M.Corkran. (SEAL)

Signed, sealed, published, pronounced and declared by James M.Corkran, the above named testator, as and for his last will and testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have subscribed out names as witnesses thereto.

Delha D.Brown.
Madison brown.

Filed May 24th.1923.

State of Maryland, Queen Anne's County, to wit:-

On the fifteenth day of August, A.D.1922 came Madison brown, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of James M.Corkran, late of Queen Anne's County,deceased, and made oath in due form of law that the aforegoing is the true and whole will of said deceased, that has come to his hand and possession and that he does not know nor has he heard of any other and that he received the same from the hands of testator on or about the 29th.day of July, A.D. 1922.

William T.Bishop.
Register of Wills for Queen Anne's County,Md.

Sworn before

State of Maryland, Queen Anne's County, to wit:-

On the fifteenth day of August 1922, came Delha D.Brown and Madison Brown subscribing witnesses to the aforegoing last will and testament of James M.Corkran, late of Queen Anne's County,deceased, and made oath in due form of law that they did see the testator sign and seal said will; that they heard him publish, pronounce and declare the same to be his last will and testament and at the time of his so doing he was to the best

of their apprehension of sound and disposing mind, memory and understaning, and that thwy subscribed their names as witnesses to said will at his request in his presence and in the presence of each other.

William T.Bishop.
Register of Wills for Queen Anne's County, Md.

Sworn in open court: Test:

Filed May 24th.1923.

State of Maryland, SCT;-

In the Orphan's Court for Queen Anne's County.

The aforegoing Instrument of Writing purporting to be the last will and testament of James M.Corkran, late of Queen Anne's County, deceased,having been exhibited for probate, and no objection thereto having been made, although notice according to law appears, to have been given to the next relation of said deceased; Margaret Corkran Gravatt, daughter of said deceased appearing in Court at the time of offering said will for probate; The court after having examined the said Instrument of writing and also the evidence adducad as to its validity orders and decrees this fifteenth day of August, A.D.1922, that the same be admitted in this court as the true and genuine last will and testament of the said James M.Corkran, deceased.

John R.Benton.
Chas. E.Cannon.
Judges of the Orphan's Court for Queen Anne's County.

Filed May 24th.1923.

In the Orphan's Court for Queen Anne's County, Maryland, SCT:-

The Register of Wills for Queen Anne's County,M ryland, does hereby certify that the within and aforegoing is a true copy of last will and testament of Hames M. Corkran, deceased, together with probates attached, as filed and passed in this office on August 15th. 1922, and recorded in Liber W.T.B.No.1, folio 292, in the Orphan's Coub for Queen Anne's County,Maryland, and at the order of the Orphan's Court of Queen Anne's County admitting said will to probate.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 25th. day of April, 1923.

Seal's Place.

William T.Bishop.
Register of Wills for Queen Anne's County,Maryland.

Filed May 24th1923.

Exhibit J.M.C. No.4.

State of Maryland, Queen Anne's County, to wit:-

I, William T.Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the seal and of the records and of the original papers of the Orphan's Court for Queen Anne's County, do hereby certify that it appears from the records in said court that on the fifteenth day of August, A.D. nineteen hundred and twenty two, letters of administration, with will annexed, of all and singular

singular the goods, chattels, credits and personal estate of James M.Corkran, late of Queen Anne's County, deceased, were granted and committed unto Laura Emory Corkran and Charles Marshall Gravatt, after they had entered into bond with approved security for the due performance thereof, according to law, and after they hadtaken the oath by law required of them, the said Laura Emory Corkran having duly renounced her right to letters testamentary under said will.

In testimony whereof, I , William T.Bishop Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the seal of the Orphan's Court of Queen Anne's County, this twenty thrd day of May, nineteen hundred and twenty three.

Seal's Place.

William T.Bishop.
Register of Wills for Queen Anne's County.

Filed May 24 th 1924.

Subpoena for respondent to appear and Answer.

Queen Anne's County, to wit:

The State of Maryland.

To Laura M.Corkran, and C.Marshall Gravatt, administrators with the will annexed of Hames M.Corkran, deceased.

of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the 1st. Monday of June, next, to answer the complaint of The Centreville National Bank of Maryland, a body corporate and Charles H.Dean, against you in said court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable, Wm.H.Adkins, Chief Judge of our said Court, the 1st. Monday of May, 1923.

Issued the 24th.day of May, in the year 1923.

Madison Brown.
Solicitor for Complainant.

J.F.Rolph, Clerk.

To the Defendant. You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the return day.

J.F.Rolph, Clerk.

And on the back of the aforegoing was thus endorsed,to wit: "To lie in Office."

Subpoena.

Queen Anne's County, to wit:-

The State of Maryland.

To Laura M.Corkran of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the 1st. Monday of June, next, to answer the complaint of the Centreville National Bank of Maryland, a body corporate, and Charles H.Dean, against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable, William H.Adkins, Chief Judge of our said Court, the 1st. Monday of May, 1923.

Issued the 24th.day of May, in the year 1923.

Madison Brown, J.F.Rolph, Clerk.
Solicitor for Complainant.

To the Defendant: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

J.F.Rolph, Clerk.

And on the back of the aforegoing was thus endorsed, to wit;-

"To lie in office".

Answers.

In the Circuit Court for Queen Anne's County, in Equity.

The Centreville National Bank of Maryland, and Charles H. Dean. ( ) Plaintiffs.

versus

Laura Emory Corkran, and Laura Emory Corkran and C.Marshall Gravatt, administrators of the will annexed of James M.Corkran,deceased.

To The Honorable, the Judges of said Court;

The joint and several answer of Laura Emory Corkran and C.Marshall Gravatt, administrators with the will annexed of James M.Corkran, deceased, to the fill of Complaint of the Centreville National Bank of Maryland and Charles H.Dean against them in the above cause in above court exhibited.

These defendants admit the matters and things set forth in the bill of Complaint to be true and consent to the passage of such decree as may be right and proper.

Laura Emory Corkran.
C.Marshall Gravatt.
Administrators.

Decree of Court directing Sale.

The Centreville National Bank of Maryland and Charles H.Dean, Plaintiffs.
vs.
Laura Emory Corkran and Laura Emory Corkran and C.Marshall Gravatt, administrators with the will annexed of James M.Corkran,deceased.

In the Circuit Court for Queen Anne's County, in Equity, Cause No.

The above cause standing ready for hearing, and being submitted without agreement, and all the other proceedings were read and considered.

It is thereupon, this twenty fourth day of May, in the year eighteen hundred and twenty three, by the Circuit Court for Queen Anne's County, sitting as a Court of

Equity, and by the authority of this Court, Adjudged, Ordered and Decreed that the real estate of James M.Corkran, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be Sold.

ThaT Madison Brown, of Centreville Maryland be and he hereby appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court or the said Clerk, in the penalty of ten thousand dollars with corporate security and double that amount with personal security conditioned for the faithful performance of the trust reposed in him by this decree, or which may 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 two weeks previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall thing proper, of the time, place, manner and terms of sale, which terms shall be as follows: One fourth of the purchase money to be paid in cash at the time of the sale, and the balance thereof to be paid either in two equal instalments payable in one and two years from the day of sale, or on the ratification of the sale,at the option of the purchaser; all credit payments to bear interest from the day of sale, and to be secured to the satisfaction of the trustee. The cost of the title papers, including necessary revenue stamps for the deeds andcredit payments to be borne by the purchasers.

And as soon as may be convenient after any such sale or sales, the said trustee shall return to this court a full and particular account of the same; with an affidavit of the truth thereof, and of the fairness of said sale or sales annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasersof said property, and to hi, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said trustee shall bring into this court the money arising from said sale or sales, and the bond or notes which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and sucm commission to the said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising the said sale, the trustee is directed to give notice to the creditors of the said James M.Corkran,deceased, to file their claims with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County, within four months from the date of the first insertion of said notice.

Lewin W.Wickes.

Bond:

KNOW ALL MEN BY THESE PRESENTS_ that we, Madison Brown, of Queen Anne's County, State of Maryland, and the American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of ten thousand dollars, lawful money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which

payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, inthe whole and for the whole jointly and severally. Sealed with our seals and dated this eleventh day of June, in the year nineteen hundred and twenty three.

Whereas, by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date on the 24th.day of May, nineteen hundred and twenty thr ee, and passed in a cause in said court bearing the number 2486, and wherein the Centreville National Bank of Maryland, and Charles H.Dean are the plaintiffs and Laura Emory Corkran and others are the defendants, the above bound Madison brown has been appointed a trustee to make sale of certain real estate in the proceedings in said cause mentioned.

Now the condition of the above obligation is such that if the above bound Madison Brown do, and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any futhre decree or order in the premises, then the above obligation to be void; otherwise to remain in full force and virtue in law.

Madison Brown. (SEAL)

Signed, sealed and delivered
in the presence of
B.Hackett Turner.

Seal's
Place.

American Surety Company of New York
By H.L.Haight.
Resident Vice-President.

Attest: C.H.Arnold.
Resident Asst. Secretary.

Countersigned
At Centreville,
By Madison Brown, Agent,

Report of Sale.

In the Circuit Court for Queen Anne's County, in Equity.

The Centreville National Bank of Maryland.
Charles H.Dean.
Plaintiffs.

Versus

Laura E.Corkran and others, Defendants. Chancery No, 2486.

To the Honorable, the Judges of said court:

The report of Madison brown, trustee appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:

That after giving bond for security for the faithful discharge of his trust, as rEQUIRED by said decree, and giving notice of the time, place, manner and terms of sale by advertisements in the Centreville Observer and Centreville Record, two newspaper published in said county, for more than two successive weeks before the day of sale, he did pursuant to said notice attend at the court house door in the town of Centreville in said county, on the 12th.day of June, 1923, at the hour of two o'clock P.M. and then and there proceeded to sell said real estate, as follows, to wit:-

In the first place your trustee offered at public sale to the highest bidder the property known as The Home Residence Property of the late Doctor James M.Corkran, situate on the east side of Liberty Street in the town of Centreville, in said county, between the land of Harry Chambers on one side and that of A.A.Arlett on the other, and sold the same to Alfred Green, he being then and there the highest bidder therefor at and

for the sum of sixty seven hundred fifty ($6750.00) dollars.

The said Alfred Green has paid to the said trustee one fourth of said sum to wit: $1687.50 but has made no further compliance with the terms of sale, stating his intention of paying the balance of said purchase money in full as soon as he was permitted so to do so as to stop interest thereon.

In the next place he offered at public sale to the highest bidder all that lot of land situate on Banjo Lane in the town of Centreville in said county and also on the r road leading into Locust Hill, the residance of Mr. Turpin, and opposite the gate leading into Locust Hill, adjoining the property of John P.Williamson and that of Alex Comegys, and sold the same to John R.E.Turpin, he being then and there the highest bidder therefore, at and for the sum of four hundred twenty five ($425.00) dollars, he being then and there the highest bidder therefor. The said purchaser has made no compliance with the terms of sale.

After reading the notice of sale and being derecting the auctioneer to proceed to offer the property, the trustee announced the following as additional terms and particulars of the sale, to wit:- That the first mentioned property was subject to a right of way in favor of Dr. McPherson as owner of the office property recently bought by him of Laura E.Corkran, for the use of the said office property for autos, carriages, wagons and so forth, but in common with the right of the owners of the property about to be sold and every part thereof to use the same.

That the dividing line between the property about to be sold and the said office property of Dr. McPherson is a continuation of the northern edge of said lane drawn in a straight line to intersect the property in rear of the property to be sold.
That one half of the state and County taxes of current year on said property would be paid out of proceeds of the sales, and also one twelfth of the town taxes of Centreville for the year beginning June 1st. 1923; that insurance would be adjusted to day of sale.

That the last mentioned property would be sold subject to right of Laura Fagin to to occupy the property as tenant for the balance of the current year; that the state, county and town taxes of current year would be apportioned to day of sale and that part of same found to be due as of day of sale would be paid out of the proceeds of the sales, that the rent of month of June would be also apportioned, in same manner, and the part thereof to day of sale would be reserved unto the trustee; that any insurance on said property would also be apportioned in like manner.

A copy of the advertisement or notice of sale as published in the Centreville Record aforesaid, duly certified to by said paper(s publishers, is filed herewith as part hereof.

And your trustee further reports that at the time of advertising said sales,he gave notice to the creditors of Dr. James M.Corkran mentioned in proceedings of said cause to file their claims against him with the vouchers thereof with the clerk of said court within four months from May 26th.1923. Total sales amount to $7175.00

Which is respectfully submitted.

Madison Brown. Trustee.

State of Maryland, Queen Anne's County, SCT:-

I hereby certify that on this fourteenth day of June, in the year nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared Madison brown, trustee, and he did make oath in due form of law that the matters and things set forth in the aforegoing report are true, to the best of his knowledge and belief, and said said sales were fairly made.

J.F.Rolph, Clerk.

Certificate of publication of
Advertisement of Sale.

Trustee's Sale of Real estate in townof Centreville, Queen Anne's County,Maryland.

The undersigned, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, will offer at public sale to the highest bidder in front of the Court House door, in town of Centreville, Maryland on Tuesday, June 12, 1923, at hour of 2 o'clock P.M. the following real estate, all situate in town of Centreville,Maryland;

First; all that property known as The Home Residence Property of the late Doctor James M.Corkran, situate on east side of Liberty Street, between the land of Harry Chambers on one side and that of A.M.Arlett on the other side. This property has a frontage on Lkberty Street of about 132 feet and a depth of about 180 feet; Improvements consist of a large three story frame dwelling, frame stables, and garage for two autos; The dwelling contains 12 rooms, halls, bath, furnace, is lighted by electricity, with first floors of hardwood, and is in excellent state of repaid; this property is one of the most desirable in the town, the lot of land has sufficient frontage on Liberty Street for theErection of anoyher dwelling. Possession can be given a few days after day of sal

Second; all that lot of land situate on Banjo Lane in said town,and also on the road leading into Locust Hill (the home of Mr. Turpin) and is opposite the gate leading into Locust Hill, and a frontage of about 70 feet with a depth of about 40 feet. Improvements consist of aframe dwelling house in good repaid, now in tenancy of Laura Fagin

Terms of sale: One fourth of the purchase money in cash at the time of the sale, and the balance ther of to be paid either in two equal installments payable in one and two years from the day of sale, or on the ratification of the sale,at the option of the purchasers, all credit payments to bear interest from the day of sale, and to be secured to the satisfaction of the trustee. The cost of title papers, including all nezessart revenue stamps for deeds and credit payment obligations to be paid by purchasers.

Further particulars will be made known on the day of sale.

Madison Brown, Trustee.

T.F.Seward, Auctioneer;

Shortly after sale the residence of Dr. Corkran will be opened for purpose of selling at private sale the household and kitchen furniture. Particulars as to this sale will be given later or on day of sale.

THE CENTREVILLE RECORD.

Centreville, Md. June 14, 1923.

The Centreville Record Publishing Co, hereby certifies that the advertisement in the case of Centreville National Bank of Md. vs. C.M.Gravatt et al., a true copy of which is hereto annexed, was inserted in theCentrevilleRecord, a weekly newspaper printd and published at Centreville, Queen Anne's County, once a week for three successive before the 12 day of June, in the year 1923.

The Centreville Record Publishing Co
By E.H.Brown, Jr.

Filed June 15th.1923.

N I S I.

The Centreville National Bank of Maryland, Charles H.Dean.	(	In the Circuit Court
	)	for
Vs.	(	Queen Anne's County,
Laura E.Corkran, and others,	)	in Equity.
Defendants.	(	Chancery No. 2486.

ORDERED, this sixteenth day of June, A.D. 1923, that the sale of the real estate made and reported in this cause by Madison brown, trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th.day of August, next; provided a copy of this order be inserted in some newspaper prin.ed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th.day of July next.

The report states the amount of sales to be $7175.00

Filed June 15th.1923. J.F.Rolph, Clerk.

Certification of Publication
of Order Nisi.

NISI .

The Centreville National Bank of Maryland, Charles H.Dean.	(	In the Circuit Court
	)	for
Vs.	(	Queen Anne's County, in Equity.
Laura E.Corkran and others,	)	Chancery No. 2486.
defendants.	(	

ORDERED, this 16th.day of June, A.D. 1923, that the sale of the real estate made and reported in this cause by Madison Brown, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th.day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th. day of August next..

The report states the amount of sales to be $7,175.00

J.F.Rolph, Clerk.

Filed June 15th.1923. True Copy,test: J.F.Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Aug. 23, 1923.

The Centreville Record Publishing Co, hereby certified that the order nisi in the case of Centreville Nat. Bank Vs. Laura E.Corkran et al, a true copy of which is hereto annexed, was inserted in the Centreville record, a weekly newspaper printed and published at Centreville Queen Anne's County, Maryland, once in each of four successive weeks (1st. insertion June 16/23 before the 18 day of August, in the year 1923.

The Centreville Record Publishing Co.

By E.H.Brown, Jr.

Court Notice to Creditors.

The Centreville National Bank of Maryland, et al.	(	In the Circuit Court
	)	for
versus	(	Queen Anne's County,
C.M.Gravatt, administrator et al.	)	Cause No. 2486.

Pursuant to the decree passed in above cause, notice is hereby given to all creditors of Doctor James M.Corkran, late of said county, deceased, to file their claims against said deceased with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within four months from the 26th.day of May, 1923.

Madison Brown, Trustee.

Certification of Publication
of Court's Notice to Creditors.

The Centreville National Bank of Maryland et al	(	In the Circuit Court
	)	for
versus	(	Queen Anne's County.
C.M.Gravatt, administrator et al.	)	in Equity.
		Cause No. 2486.

Pursuant to the decree passed in above cause, notice is hereby given to all creditors of Doctor James M.Corkran, late of said county, deceased, to file their claims against said deceased with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within four months from the 26th.day of May, 1923.

Madison Brown, trustee.

THE CENTREVILLE RECORD.

Centreville, Md. June 14, 1923.

THE CENTREVILLE RECORD PUBLISHING COMPANY hereby certified that the Notice to creditors in the case of Centreville Nat. Bk, of Md. Vs. C.M.Gravatt et al adm. a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks first insertion being on the 26 day of May, in the year 1923.

The Centreville Record Publishing Co.
By E.H.Brown, jr.

ORDER OF COURT.

Ordered, This 23rd. day of August, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the sales within reported be and the same are hereby ratified and confirmed, no Cause to the contrary thereof having been shown, although notice appears to have been given as directed by the order nisi passed in relation to said sales; The trustee is allowed the usual commission and all expenses not personal. And it is further ordered, that the papers of the cause above mentioned be and they are hereby referred unto Madi-

sen B.Bordley, as special auditor with instructions to him to state and return to this Court an account between the proceeds of the said sales and Madison Brown, the trustee making the said sales.

Lewin W.Wickes.

Petition of trustee for appointment of Auditor to state account.

In the Circuit Court for Queen Anne's County, in Equity.

The Centreville National Bank of Maryland et al.

versus

Laura Emory Corkran, et al.

To the Honorable, the Judges of said court:

The petition of Madison brown, trustee of above cause, unto Your Honors respectfully sets forth:

That he the auditor of the court and therefore disqualified as auditor to state the account required in the cause.

That Madison B.Bordley, special auditor of the Court, is a director in the Centreville National Bank, a plaintiff and therefore also disqualified to audit said account.

That for the reasons stated an auditor should be appointed specially to state the required account.

Your petitioner therefore prays Your Honors to pass an order appointing some suitable person a special auditor for the purpose of stating an account between him as trustee of the cause and the proceeds of the cause.

Respectfully submitted,

Madison BRown, Trustee.

Ordered,this 22nd. day of November, 1923, by the Circuit Court for Queen Anne's County in Equity, upon the aforegoing petition, that J.H.C.Legg, be and he hereby appointed an auditor for the purpose of stating an account between the proceeds of the sales made in the above cause and the said Madison Brown, trustee of said cause with directions to state an account or audit as stated and to return same to this court.

Lewin W.Wickes.

REPORT AND ACCOUNT OF SPECIAL AUDITOR.
Filed Nov. 23rd. 1923.

In the Circuit Court for Queen Anne's County, in Equity .

Centreville National Bank et al.	(	Chancery
versus	)	No.
Laura E.Corkran, et al.	(	2486.

To the Honorable, the Judges of said Court:

I, J.H.C.Legg, appointed as Special Auditor in this cause to state an account between Madison brown, trustee herein and the proceeds of the sales made by him, unto Your Honors repsectfully sets forthL

That while the proceedings show that the trustee gave notice to creditors of

James M.Corkran to file their claims, no claims whatsoever were filed with the clerk pursuant to said notice, and therefore to ascertain the creditors entitled to participa te in this account I procured from the Register of Wills a copy of that part of the docket of claims against personal estates of deceased persons showing claims against the estate of the said James M.Corkran,; I have numbered the claims shown on this copy and these numbers correspond with the numbers of claims in the within account.
I procured the assistance of Madison Brown, Esquire, who has been acting for the administrators of James M.Corkran and therefore familiar with the facts connected with his affairs, in ascertaining the several amounts due to creditors entitled to participate in the funds herein distributed. I have entered on said copy in red ink certain facts relating to claims, and these entries so made in red ink, with said copy, are to be tak en as part of this account.

I charge herein unto Madison Brown, trustee as aforesaid, the gross proceeds of the sales made by him, and then allowed him his commissions and expenses incident to sale, and certain taxes due on real estate sold, court costs and fee of auditor, and ascertain the net sales to be $6179.88. To this sum I have added certain interest received by him and to be received on credit sales and deposites in bank, and find the total amom amount for which the said trustee is liable to creditrs to be $6292.11.
From the petition of Laura E.Corkran et al, filed herein it appears that the proceeds of the sale of the Office Property of James M.Corkran is to be distributed herein so th at the creditors may receive the benefit of said sale. I have therefore charged the trustee with the amount of said sales, certain interest thereon,and with certain rents collected by said Laura E.Corkran and interest to be received by administrators, so that the creditors may receive the benefit of these items, said charges being made against the said Madison Brown under the agreement signed by him as part of the saidPetition of Laura E.Corkran. All interest on claims is brought to October 12, 1923, on notes from date of same, and on open accounts from different dates. As the charges made against the trustee are sufficient to pay the claims of creditors in full, with said interest, each creditor is allowed in the within account the amount of his claim as shown by the copy hereinbefore mentioned made from said Claim docket and red ink memoranda thereon made.

I have had no opportunity to examine each claim for the reason no claims have been filed, and I understand that the administrators and Laura E.Corkran have not such opportunity, so that therefore any equities between the creditors and the estate of James M. Corkran may have to be adjusted prior to payment, and in this way some changes in amounts may arise.

Respectfully submitted.

J.H.C.Legg.
Special Auditor.

The proceeds of the sales of the real estate of James M.Corkran, deceased, in account with Madison Brown, trustee for sale of said real estate.

1923.		Cr.	
June 12	By gross proceeds of the sales of said real estate, per report of sales filed June 15, 1923.		$7175.00

Dr.

" " " "	To Madison brown, trustee, for his commissions for making said sales, per rule of court		$332.00	
	To do, for costs of advertising the sale in Centreville Observer, per bill for same.		42.50	
	To do, for costs of advertising sale, notice to creditors and order nisi on sale, in Centreville Record, per bill and receipt		54.05	
	To do, for costs of advertising order nisi to be passed as to this report and account		3.00	
	To do. for the amount paid T.F.Seward for auctioneering sales, per his receipt		25.00	
	To do, for costs of his bond with corporate surety thereon, paid said surety, per receipt		40.00	
	To do, for costs of proceedings in this Court per Clerk's statement:			
	Costs of J.F.Relph, Clerk.	$25.75		
	Appearance fee of Plaintiff's attorney	10.00	35.75	
	To do, for amount of state and county taxes due for year 1920 on property sold paid by trustee to W.T.Keating per receipted statement:		172.75	
	To do, for the amount of state and county taxes for year 1921 on property sold paid by trustee to W.T.Keating, treasurer, per receipted bill,		203.68	
	To do, for that part of state, county and town taxes on property sold for year 1922 to be paid by trustee per terms of sale and paid, per receipt		51.39	
	To do, for costs of repairs and water rents for year 1922 on Banjo Lane property,per receipts		17.00	
	To _____ Special Auditer, for stating this account, to wit:		18.00	
	To balance, carried forward, to wit:		6179.88	
			$7175.00	$7175.00

Cr.

By amount of net sales brought forward, to wit:	6179.88	
By amount of interest received by trustee of trustee of Alfred Green, purchaser.	88.59	
By amount of interest to be recieved by trustee from Bank as of Nov. 1, on deposit of sales money	23.64	$6292.11
By amount of cash paid by H.M.McPherson on sales of Office property charges herein for distribution among creditors, per petition, to wit:	2000.00	
By balance of purchase momey due by him on purchase of office proprty, to be distributed thru this cause, per petition and order of court filed,	3407.50	
By amount of interest due by him for one year on purchase to be distributed thru this cause	194.45	
By amount of interest to be received as of Nov. 1- 1923, from bank on deposit of office sales therein	27.28	
By amount of interest received from bank prior to Nov. 1, on deposit of office sales.	46.78	5676.01
Ny interest to be recieved by administrators as of Nov 1, on deposit in bank,to be distributed herein for benefit of creditors.		54.17
		$12026.29
By rents received by administrators from land prior to sale to be distributed herein for benefit of creditrs;		106.00
		$12128.29

Distribution among creditors, Dr.

PD.	To M.W.Bordley,	payment of claim	No. 1	sum of	$70.60
Pd.	To Wright & Collins	" " "	2	" "	186.21
Pd.	To W.B.Saunders & Co.	" " "	3	" "	95.35
Pd.	To Warner & Bros.	" " "	4	" "	29.43
Pd.	To Queen Anne's National Bank	" " "	5	" "	214.60
	To C.P.Walters et al.	" " "	6	no sum	-------
Pd.	To Wright & Lowe	" " "	7	sum of	107.20
Pd.	To Wright & Lowe	" " "	8	sum of	110.61
Pd.	To E.S.Valliant & Son	" " "	9	sum of	36.73
Pd.	To E.S.Valliant & Son	" " "	10	sum of	37.80
Pd.	To Rich & Tucker	" " "	11	sum of	375.20
Pd.	To Rich & Tucker,use of C.E.Tucker	" " "	12	sum of	7.32
	To Barton Bros.preference claim paid		13	no sum	-------

Pd.	Tp National Drug Co.	payment of	"	14	sum of	13.22	
Pd.	To E.E.Bramble	"	"	15	sum of	18.92	
Pd.	To C.H.Dean	"	"	16	sum of	213.40	
Pd.	To S.Epstein	"	"	17	sum of	8.78	
	To Katherine Chilcutt, no sum			18	no sum	-----	
Pd.	To C.A.Ringgold	"	"	19	sum of	100.48	
Pd.	To Earle & Johnson	"	"	20	sum of	32.00	
Pd.	To John Firzpatrick	"	"	21	sum of	472.50	
Pd.	To Forman & Mason	"	"	22	sum of	238.63	
	To Centreville National Bank	payment of	claim	No.23,	sum of		342.34
	To same bank,	"	"	24	no sum		------
	To same bank.	"	"	25	sum of		39.05
	To same bank	"	"	26	no sum		-------
	To same bank	"	"	27	sum of		482.57
	To same bank	"	"	28	sum of		1017.16
	To same bank	"	"	29	sum of		374,50
	To same bank	"	"	30	sum of		3237.57
	To same bank	"	"	31	sum of		208.70
	To same bank	"	"	32	sum of		479.28
	To same bank	"	"	33	sum of		190.48
	To same bank	"	"	34	sum of		582.41
	To same bank	"	"	35	sum of		533.25
	To same bank	"	"	36	sum of		362.89
	To same bank no sum	"	"	37	no sum		------
	To same bank	"	"	38	sum of		286.68
	To same bank	"	"	39	sum of		41.00
	To same bank, no sum	"	"	40	no sum		-----
	To same bank	"	"	41	sum of		257.46
	To same bank use of Laura E.Corkran et al.	"	"	42	sumof		40.88
	To same bank,use of Laura E.Corkran et al	"	"	43	sum of		78.46
Pd.	To Slemmer & Co.	"	"	44	sum of		25.88
Pd.	To Holland & Thompson	"	"	45	sum of		513.65
Pd.	To J.C.Catlin	"	"	46	sum of		9.40
Pd.	To Holland & Thompson	"	"	47	sum of		209.00
Pd.	To G.D.Neavitt	"	"	48	sum of		84.06
Pd.	To Centreville Record Pub.Co.	"	"	49	sum of		46.32
Pd.	To W.T.Keating, use off Laura E.Corkran,	"	"	50	sum of		252.35
Pd.	To Harry E.Chambers,	"	"	31	sum of		26.75
	To balance					$12091.07	
						37.22	
						12128.29	
	Cr. by amount for distribution brought forward					12128.29	

November 23, 1923.

J. H. C. Legg.
Special Auditor.

NISI RATIFICATION OF AUDIT.

The Centreville National Bank of Maryland, a body corporate, and Charles H.Dean.	(	In the Circuit Court
	(	for Queen Anne's County,
Vs.	)	in Equity.
Laura Emory Corkran and LauraEmory Corkran and C.Marshall Gravatt, adms. of James M.Corkran.	)	Case No. 2486.
	(	

ORDERED, this 23rd. day of November, in the year nineteen hundred and twenty three, that the report and account filed in these proceedings by J.H.C.Legg, special auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th.day of December, 1923, provided a copy of this order be publiches once a week in each of two successive weeks before the 11th.day of December, 1923. in some newspaper printed and published in Queen Anne's County.

Filed December 23rd. 1923. J.F.Rolph, Clerk.

Certification of Publication
of Nisi Ratification of Audit.

NISI RAtification of audit.

The Centreville National Bank of Maryland, a body corporate, and Charles H.Dean	( )	In the Circuit Court for Queen Anne's County,
Vs.	(	in Equity.
Laura Emory Corkran and Laura Emory Corkran and C.Marshall Gravall, adms. of James M.Corkran.	) (	Case No. 2486.

ORDERED, this 23rd. day of November, in the year 1923, that the report and account filed in these proceedings by J.H.C.Legg, Special auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th.day of December, 1923, provided a copy of this order be published once a week in each of two successive weeks before the 11th.day of December, 1923, in some newspaper printed and published in Queen Anne's County.

J.F.Rolph, Clerk.
True Copy: Test: J.F.Rolph, Clerk.

Filed November 23rd. 1923.

THE CENTREVILLE RECORD.

Centreville, Md. Dec. 18. 1923.

The CenTreville Record Publishing Co, hereby certifies that the audit nisi in the caseof Centreville Nat. Bk, et al, vs. L.E.Corkran, et al, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 11 day of Dec. in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.

By E.H.Brown, Jr.

Final Order of Court ratifying Audit.

ORDERED, this 21st. day of December, in the uear nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the report and account of J.H.C.Legg, Special auditor, above set forth, be and the same is hereby finally ratified and confirmed, nocause to the contraby thereof having been shown, although it appears that notice has been given inaccordance with the order nisi heretofore passed in said cause in relation to said report and account; and it is further ordered, that the Madison Brown, the trustee of said cause be and he is hereby directed to apply the proceeds of sales and other money by said account charged to him in accordance with the aforegoing report and account of said special auditor; but leave is hereby given to said Madison Brown, trustee, to apply for an order rescinging this order of ratification and for the stating of an audit distributing the proceeds of sales made by him along in case failure to make distribution of the money charged to said trustee by said account arises from inability to make said distribution by said account because of disagreement between said trustee and Laura E.Corkran and Herman F.McPherson as to method of distribution ordered.

Lewin W.Wickes.

Filed Dec. 21st. 1923.

CHANCERY NO. 2445.

Queen Anne's County, to wit: Be it remembered that on the twenty second day of June, in the year nineteen hundred and twenty two, the following Certified Copy of Deed of Trust was brought to be recorded, to wit:-

#9204. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of April, in the year nineteen hundred and twenty two, the following Deed of Trust was brought to be recorded, to wit:

THIS DEED, made this 31st. day of March, in the year nineteen hundred and twenty two by John T.Bruehl and KaTherine O.Bruehl,his wife, of Queen Anne's County, State of Maryland.

Whereas the said John T.Bruehl is indebted unto sundry persons in various sums of money which he is unable to pay in full, and desires to convey and assign the hereinafter described real and personal property unto and to A.Howard Johnson of Queen Anne's County, in trust for the benefit of his creditors as hereinafter set forth.

Now, therefore this deed witnesseth that for and in consideration of the premises and the sum of $5.00 the said John T.Bruehl and KaTherine O.Bruehl,his wife, do hereby grant and convey unto andto the said A.Howard Johnson, all his, the said John T.Bruehl's estate in the following two tracts of land; tract No 1. all that tract or lot of land situate, lying and being in the third election district of Queen Anne's County on the road from centreville to Carville Station, and at present time in the occupancy of the said John T.Bruehl, containing about 20 acres of land,more or less; being the same land and all the land purchased by the said John T.Bruehl from The devisees under the will of Mrs. Geo. A Thawley, tract No.2 being all that lot or tract of land situate, lying and being in Spaniard's Neck, in the third election district of Queen Anne's County, and now in the possession of the said John T.Bruehl and contains about 100 acres of land,more or less; being the same land and all the land described in the deed from A.Howard Johnson to the said John T.Bruehl; and the said John T.Bruehl for and in consideration of the premises and the further sum of $5.00 does hereby convey all of his personal property of whatever kind and description or wheresoever located, except nevertheless all poultry and household and kitchen furniture of the said John T.Bruehl now being on tract No.1 as above described, unto and to the said A.Howard Johnson;

To have and to hold the same unto the said A.Howard Johnson, his heirs, personal representatives and assigns, in trust and confidence, nevertheless for the following purposes, to wit: First, to take possession of, manage same, to either farm, farm let, or lease the same and collect all rents, revenue and profits off the same whatever kind or description,secondly, to sell either at private or public sale all or whatever part thereof he deems best for the interest of the creditors of the said John T.Bruehl, of both real and personal property, thirdly, and to apply the proceeds, derived in any of the above ways mentioned, after deducting the expenses incident to the management of said trust, towards liquidation of the debts of the said John T.Bruehl, without preference or priority except as by law provided, if the net proceeds shall be sufficient therefore, and if insufficient, then to the payment of the aforesaid debts, pro-rata without preference or priority except as aforesaid; fourthly, after the payment in full of all debts as aforesaid, and all claims and demands whatsoever against the said John T. Bruehl, for which he may be liable, in trust to pay the surplus if any there be, unto the said John T.

Bruehl his personal representatives or assigns.

And the said John T.Bruehl and Katherine O.Bruehl,his wife, for the purposes aforesaid, do hereby make, constitute and appoint the said A.Howard Johnson to be their true and lawful attorney, irrevocable, in their name to demand and collect from all and every person all debts, property of whatever kind, and description due unto them,the said John T.Bruehl and Katherine O.Bruehl his wife, and to execute all valid receipts for same and to compound any doubtful debts and to do all other acts required to be done in the premises as fully and as effectually as they the said John T.Bruehl and Katherine O.Bruehl,his wife, might have done if this deed had never been executed.

Witness the hands and seals of the said grantors.

John T.Bruehl. (SEAL)

Test: E.M.Forman. Katherine O.Bruehl. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this thirty first day of March, in the year nineteen hundred and twenty two, before me a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared John T.Bruehl and Katherine O.Bruehl his wife, and each acknowledged thewithin aforegoing deed to be their respective act.

Ezekiel M.Forman.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R.No.8, folio 435 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this twenty first day of June, in the year nineteen hundred and twenty two.

Seal's Place.

J.F.Rolph, Clerk.

#9363, QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of June, in the year nineteen hundred and twenty two, the following Deed of Trust was broughtto be recorded, to wit:-

THIS DEED, made this twenty second day of June,in the year nineteen hundred and twenty two, by John T.Bruehl, of Queen Anne's County, State of Maryland, for the benefit of his creditors as well as for the purpose of confirming a previous deed of trust made by him for the same purpose, and by Katherine O.Bruehl,his wife.

WHEREAS the said John T.Bruehl by deed bearing date the thirty first day of March, nineteen hundred and twenty two, and not recorded in Liber J.F.R.No.8,fols. 435 etc, a land record book of said county, did grant and convey certain property therein-described unto A.Howard Johnson, of said county, in trust for the benefit of the creditors of him, the said John T.Bruehl; and whereas The said John T.Bruehl omitted to convey by said deed all his property of every kind, character and description, real and personal, wheresoever situate or located; and

WHEREAS the said John T.BRuehl yet remains indebted unto sundry persons in

various sums of money which he unable to pay in full; and

WHEREAS the said John T.Bruehl desires by These presents to grant, convey, assign, bargain and sell all his property, of every kind, character and description, real and person, wheresoever located or situate, unto the said A.Howard Johnson, in trust for the benefit of the creditors of him, the said John T.Bruehl as hereinafter set forth so as to cure any omission to so do by the deed hereinbefore mentioned as well as to ratify confirm and approve the deed aforesaid; and

WHEREAS, the said Katherine O.Bruehl,wife ofsaid John T.Bruehl is willing that all real property hereinafter conveyed shall be sold free, clear and discharged of her inchoate right of dower therein and for that purpose does unite with her said husband in the execution of these presents.

NOW THIS DEED WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said John T.Bruehl does hereby grant, convey, assign, transfer, bargain, sell, release and confirm ubto the A.Howard Johnson,his heirs, executors, administrators and assigns, absolutely and in fee simple, all, his the said John T.Bruehl's estate and property, of every kind, character and description, real and personal, wheresoever situate or located.

To have and to hold yhe same unto the said A.Howard Johnson, his heirs, personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:- First; to take possession of the said estate and property, and whtout unncessary delay, to convert the same into money by the sale of so much thereof as is saleable, and the collection of so much thereof as is collectible, and to apply the proceeds after the payment of the expenses of this trust, to the payment in full of all debts due and owing by the said John T.Bruehl, without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts pro rate, without preference or priority, except as aforesaid. Secondly. after the payment in full of all debts aforesaid, and all claims and demands whatsoever against the said John T.Bruehl, for which he may be liable, in trust, to pay the surplus, if any there be, to the said John T.Bruehl,his proper representatives or assigns,

And this deed further witnesseth; that in consideration of the premises and of the sum of one dollar, the said John T.Bruehl does hereby ratify, confirm and approve the said deed made by him on the thirty first day of March, 1922, hereinbefore mentioned and described, and does hereby release, remise and quit claim unto the said A.Howard Johnson in his actual possession now being by virtue of said deed and unto his heirs and assigns, his executors, administrators and assigns, all the real and personal property in said deed mentioned and described for the purposes therein set forth;

And this deed further witnesseth; that in consideration of the premises and of the sum of one dollar, the said Katherine O.Bruehl does hereby release and relinquish unto the said A.Howard Johnson,his heirs and assigns, all her dower and all her right of inchoate dower, in, to and of all the real estate of the said John T.Bruehl particularly described in the deed dated March 31ST. 1922, hereinbefore mentioned and described, and all her dower and right of inchoate dower,in, to and of all other real estate of the said John T.Bruehl passing under these presents and wheresoever situated or located.

In witness whereof the said John T.Bruehl and Katherine O. Bruehl,his wife, do hereby affix their hands and seals the day and year first above written.

John T.Bruehl. (SEAL)

Test: J.McK.Tilghman. Katherine O. Bruehl.(SEAL)

State of Maryland, Queen Anne's County, Sct:-

I hereby certify that on this twenty second day of June, in the year nineteen hundred and twenty two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John T. Bruehl and Katherine O. Bruehl, his wife, and they did each acknowledge the aforegoing deed to be their respective act.

J.McK.Tilghman,
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R.No.9, folio 105 etc, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this twenty second day of June, in the year nine teen hundred and twenty two.

J.F.Rolph, Clerk.

Seal's
Place.

BOND

KNOW ALL MEN BY THESE PRESENTS, that We, A.Howard Johnson, of Queen Anne's County State of Maryland, and The New Amsterdam Casualty Company, a body corporate, duly incor porated under the laws of the State of New York, are held and firmly bound unto the state of Maryland in the full and just sum of eleven thousand dollars ($11,000.00) current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents sealed with our seals, and dated this 22nd. day of June, in the year nineteen hundred and twenty two.

WHEREAS, JohnT.BRuehl, of Queen Anne's County, State of Maryland, by his deeds of trust bearing date of March 31st. 1922, and June 22nd. 1922, duly executed and acknow ledged agreeably to law and recorded among the land records of Queen Anne's County afore said, granted and conveyed, bargained and sold unto the said A.Howard Johnson, certain properties and estates therein referred to and described, in trust upon certain terms and conditions and for certain purposes in said deed of trust particularly named, set forth and declared;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden A.Howard Johnson does and shall well and faithfully perform the trust reposed in him by the said deeds of trust, or that may be reposed in him by any order or decree of the Circuit Court for Queen Anne's County, in Equity, in the premises, then the above obligation to be void; otherwise it is tobe and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-
Mary E.Forman.

A.Howard Johnson. (SEAL)

The New Amsterdam Casualty Co..
By Richard T.Earle.
Its attorney in fact.

And on the back of the aforegoing bond was thus endorsed, to wit:-

Security approved and bond filed June 22nd. 1922.

J.F.Rolph, Clerk.

Petition to assume Jurisdiction and Notice to creditors filed June 22nd. 1922.

In the Circuit Court for Queen Anne's County, in Equity.

In the Matter of the Trust Estate of John T.Bruehl. Cause No.

To the Honorable, the Judges of said Court:

The Petition of A.Howard Johnson, trustee of the abovementioned truste estate, unto Your Honors respectfully sets forth:

1. That John T.Bruehl, of said county, executed anddelivered unto Your petitioner two deeds of trust, one dated March 31, 1922, and the other dated June 22nd. 1922, both duly recorded among the land record books of said county, by which he granted and conveyed, bargainged and sold, assigned and transferred unto your petitioner all his property of every kind, character and description, in trust upon certain conditions and for certain purposes in said deeds particularly named, mentioned and declared, as will fullyappear by reference to certified copies of said deed filed in the above cause and with this petition,

2. That your petitioner has filed with the Clerk of this court an approved bond in the penalty of $11,000.00 for the faithful performance of the trusts reposed in him as trustee under said deeds of trust and is decirous that this Court shall assume jurisdiction of the truste mentioned and of the said trust estate passing under said deeds and direct him in the execution ofsaid trusts.

3. That your petitioner, as trustee aforesaid, is required by the terms of said deeds of trust,after converting the assets of the trust estate into money andafter payint the lawful expenses of the trusts, to apply thenet proceeds to the debts owing by the said John T.Bruehl in accordance with and in the order of their legal preference and priority.

4. That said John T.Bruehl is largely indebted unto sundry persons upon various obligations and claims and in various amounts which at present yourPetitioner is unable to ascertain or state with certainty, and in order that he may property and faithfully perform the truste reposed in him, thecreditors of the said John T.Bruehl should be required to file their claims with the vouchersthereof atached in this trust estate.

Tour petitioner therefore prays:-

(1) That this Honorable Court may assume jurisdiction ofthe trust estate mentioned in this petition and direct the petitioner in the execution of the trusts reposed in him

by thedeeds oftrust hereinbefore mentioned.

(2) That an order may bepassed by this Court giving notice to all creditors of the said John T.Bruehl to file their respective claims with the proper Vouchers attached thereto with the clerk of the Circuit Court for Queen Anne' County on or before a day to be named in said order.

And as in duty bound etc.

A.Howard Johnson. Trustee

Upon the aforegoing petition, it is on this 23rd. day of June, in the year nine teen hundred and twenty two, ordered by the Circuit Courtfor Queen AAnne's County, in Equity, and by the authority of said court, that jurisdiction ofthe trusts created by the deeds of trust refered to in the aforegoing petitionbe and thesame is hereby taken and assumed by said court, and the same will be executedand performed under its orders and directions; and it is further ordered that the A.Howard Johnson, trustee, casue to beduly published the following order of this court giving notice to the creditors of sd said John T.Bruehl to file their respective claims as in said order is fully set forth and stated.

Filed June 23rd.1922. Philemon B.Hopper.

Notice to creditors. Filed June 23rd. 1922.

Notice to Creditors.

In the matter of the Trust estate of John T.Bruehl.	( ) (	In the Circuit Courtfor Queen Anne's County, in Equity. Cause No.

ORDERED,this 23rd. dayof June, in the year nineteen hundredand twenty two, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of John T.Bruehl, and all other claiming any interestinthe estate and property, or the proceeds thereof, granted and assigned by the two deeds of trust made by by the saidJohn T.Bruehl unto A.Howard Johnson, trustee, for the purposes in said deeds stated and declared, be and they are hereby directed and required to file their claims with the proper vouchers thereof thereto atached, with the Clerk ofthe Circuit Court for Queen Anne's County,Maryland, on or before the 23rd, day of October, 1922; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne' County,Maryland, once in each of four successive weeks before the 31st. day of July,192

Filed June 23rd. 1922. Philemon B.Hopper.

Certificate of publication of Notice to Creditors.

NOTICE TO CREDITORS.

In the matter of the trust estateof John T.Bruehl.

In the Circuit Court for Queen Anne's County, in Equity. Cause No.

Ordered, this 23rd. day of June, in the year nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County,in Equity, and by the authority of said court, that the creditors of John T.Bruehl,and all others claiming any interest in the estate and property, or the proceeds thereof, granted and assigned by the two deeds

of trust made by the said John T.Bruehlunto A.Hoard Johnsom, trustee, for the purposes in said deeds stated and declared, be and they are hereby directed and required to file their claims, with the proper vouchers thereof thereto attached, with the Clerk of the Circuit Court for Queen Anne's County,Maryland, on or before the 23rd. day of October,1922 provided a copy of this order be inserted in some newspaper printed and published inQueen Anne's County,Marylad, once in each of four successive weeks before the 31st. day of July, 1o22.

Philemon B.Hopper.

True Copy;

Filed June 23rd. 1922. Test: J.F.Rolph, Clerk.

.THE CENTREVILLE OBSERVER.

Centreville, Md. January 3, 1923.

The Centreville Observer ublishing Co. hereby certified that the Notice to Creditors in the case of John T.Bruehl a true copy of which is hereto annexed, was inserted in The Centreville Observer, aweekly newspaper printed and published at Centreville, Queen Anne's County,Maryland, once a week for four successive weeks before the 31st. day of July, in the year 1922.

The Centreville Observer ublishing Co.
by S.Chas. Walls. Secy.

Report of Sale of Bruehl'sHome Farm.
Filed July 6th 1922.

In the matter of the Trust estate of John T.Bruehl.	( ) (	In the Circuit Courtfor Queen Anne's County, in Equity.. Cause No.2445.

To the Honorable, the Judges of said Court:-

The report of a sale of a part of the real estate of John T.Bruehl made by A.Howard Johnson under deeds of trust bearing date of March the thirty first, 1922, and June the twenty second, 1922, said deeds of trust being duly recorded among the land records of Queen Anne's Co, respectfully shows:

That by virtue of the power and authority conferred upon him by theaforesaid deeds of trust, he has sold the tract of land and improvements thereon, known as The Bruehl Home Farm situate, on the Centreville-Carville Station Road andcotaining twenty acres of land,more or less,to one Trueman Swain at and for the sum of seven thousand dollars ($7,000.00); that he has entered into the following agreement of salewith the said Trueman Swain, to wit:- that the purchaser is to secure all crops now growing on said farm, topay two thirds of all taxes levied on said farm, incurance tobe adjusted to July the fifteenth, that upon the ratification of sale that the said Trueman Swain is to release a mortgage that he how holds against said farm in the sum of three thousand dollarsand to give a first mortgage to your trustee in the sum of Four thousand dollers for a term of three years, and to receive a deed fromthe trustee for the same.

That the saidsale was made by the Queen Anne's Real Estate Company,a corporation organized in Queen Anne's County to sell real estate and consists of John H.Chambers, SwepSon Earle; Richard T.Earle and your trustee and that your trustee has agreed to pay

said real estate company the sum of three hundred and fifty dollars for bing the procuring cause of making said sale, that the said deeds of trust do not provide for any commissions to your trustee, therefore there would not be any charge of double commissions.

That tour trustee believed that this property would bring a better price at private sale that at public sale, owing to a rumorof a supposeddefect on title by virtue of the will of Isabel W.ThaWley, which defect the said Trueman Swain in his agreement of sale hasagreed to waive. That your trustee believes that the same so procurd is the best that can be procured and is to the best interest of the creditors ofthe said John T.Bruehl.

Respectfully submited.

A.Howard Johnson.
Trustee.

STATE OF MARYLAND_ QUEEN ANNES COUNTY_ TOWIT:-

I hereby certify that on this sixth day of July, in the year nineteen hundred and twenty two, before me, the subscriber, J.Fletcher Rolph, Clerk ofthe Circuit Court for QueenAnne's County, personally appeared A.Howard Johnson, trustee and made oath in dueform of law that the maters and things stated in the aforegoing report are true as therein set forth, to the best of his knowledge and belief, and that the sale of the realestate therein reportedwasfairly made.

J.F.Rolph,

We, John T.Bruehl & KatherineO.Bruehl,his wife, thepatties executing the deeds of trust in this cause, do hereby consent to the ratification of sale made in reportof sale hereto attached upon terms as set forth in said report of sale.

John T.Bruehl.
Katherine O.Bruehl.

Nisi filed July 6th. 1912.

NISI.

In the matter of the Trust esate of John T.Bruehl.	( ) (	In theCircuit Court forQueen Anne's County, in Equity. Chancery No. 2445.

ORDERED, this sixth day ofJuly, A.D. 1922, that the sale of the real estate made and reported in this cause by A.Howrd Johnson, trustee, be ratified and confirmred, unless cause tothe contrary thereof be shown on or before the 10th.day of September, next; provided a copy of this order be inserted in some newspaper prined and published in Queen Anne's County,Marland, once in each of four successive weeks before the 10th. day of August next.

The report statesthe amountof sales tobe $7000.00

Filed July 6th. 1922. J.F.Rolph, Ckerk.

Certifi ate of publication ofOrder Nisi,

ORDER NISI.

In the matter of the trust estate of John T.Bruehl.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2445.

ORDERED, this 6th. day of July, A.D. 1022, that the sale of the real estate made and reported in this cause byA.Howard Johnson, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or beforethe10th. day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County,Maryland, once in each of four successive weeks, before the 10th.day of August,next.

The report states the amount of sales to be $7000 .

J.F.Rolph, Clerk.

True Copy, test:

Filed July 6th. 1922.

J.F.Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Dec. 1st. 1922.

THE CENTREVI LE RECORD UUBLISHING CO . hereby certified that the Order Nisi in the case,of Trust Estate of John T.Bruehl,Chy. 2445. a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaperprinted andpublished at Centreville, Queen Anne's County,Maryland, once a week in each of four successive weeks before the 10th.day of August, in the year 1922.

The Centreville Record Publishing Co.

By E.H.Brown, Jr.

Order Of CourtRatifying Sale.

In the Circuit Court forQueen Anne's County, in Equity.

In the matter of the Trust Estateof John T.Bruehl.

Chancery Cause No.2445.

ORDER OF COURT.

John T.Bruehl, the party making the several deeds of trust mentioned in the proceedings of theabove cause,and all the creditors of the said John T. Bruehl who have filed claims against him in above cause for participation in his estate, except Christopher C.Thomas, a claimany to the extent of $77.60, have consented by paper writing filed in said cause to the ratification by this courtof the sale setforth in the report of sale filed in said cause on the sixth day og July, 1922, of the property therein described as The John T.Bruehl Home rpperty, under the terms and conditions of saidsale as set forth in said report of sale made to Trueman Swain named in said report as purchaser of saidreal estate, it is, on this first day of February, in the year nineteen hundred and twentythree, ordered by the Circuit Court for Queen Anne's County aforesaid, sitting a Court of Equity, and by the authority of said court, that the said report of sale of said real estate as set forth in the abovementioned report of sale be and the same is hereby finally ratifiedand confirmed, no cause to the contrary thereof having beenshown, although it appears that notice has been given in accordance with the order nisi heretofore passed

in said cause in relation to said sale.

And it is further ordered that A.Howard Johnson, the trustee in said cause and as such the party making and reporting said sale, be and he is hereby authorized and empowered to receive of the said Trueman Swain in settlement of said purchasemoney in the manner described in said report of sale as part of the terms of sale mentioned in said written consent to ratification that is to say: the said trustee is hereby authorized and empowered to receive of said purchaser a release of a mortgage of three thousand dollars now held by him as a cash payment of three thousand dollars, and also to receive as cash of said purchaser a purchase moneymorgage for faur thousand dollars to be executed and acknowledged according to law by said purchaser upon said land so sold to him as aforesaid and securing the payment of said sum of fourthousand dalars unto the said A. Howard Johnson, astrustee of said cause, his successors and assigns, in the usual manner.

And it is further ordered,that the said A.Howard Johnson, trustee as aforesaid be and he is hereby authorized and empowered, upon the delivery unto him ofthe said mortgage of three thousand dollars now held by the said Trueman Swain with aproper release thereon and of the said purchase money mortgage, to grant and convey unto the said Trueman Swain, his heirs and assigns, by deed to be executed and made by the said A. Howard Johnson, trustee, in the manner usual to deeds made by trustees selling land, the land so sold unto the said Trueman Swain by Said report of sale, and said deed shall convey said land unto said purchaser, his heirs and assigns, in thesame mannerand as fully and effectually as if the entire purchase money had been paid in cash instead of the manner hereinbfore provided for the payment of the same, and shall deliver to said purchaser said deed simultaneously with the delivery by him of said morgage.

And it is further ordered, that the said A.Howard Johnson, trustee as aforesaid in the account to be hereafter stated between the proceeds of the trust estate and the said trustee, shall beallowed out of the proceeds of said trust estate the amount of the mortgage, to wit: $3,000.00 now held by the said Trueman Swain, ifthe same shall be duly released by the said Trueman Swain in the manner and for the purpose hereinbefore mentioned; and the payment of the amount of the commissions, to wit: $350.00 to the Queen Ane's Real estate Company, to be paid to said company by said trutee as compensation for making said sale, in accordance with the said reportof sale, is hereby renewedfor the future order of this Court;provided that the said Trueman Swain shall make settlement of said purchase money in the manner hereinbefore directed for the settlement of same.

Thomas J.Keating.

Consent of Creditors to Ratification if sale
withthe exception of The Centreville Milling Co. Filed Feby. 1st. 1923.

In the Circuit Court fo Queen Anne's County, in Equity.

In the matter of the Trust Estate of John T.Bruehl.

We, the undersigned,creditors ofJohn T.Bruehl, do hereby agree that the Circuit Court for Queen Anne's County, in Equity, shall by its order ratify and confirm the sale of the real estate of thesaid John T.Bruehl known as TheHome Farm of John T.Bruehl made to one Trueman Swain Set forth in the report of sale filed in the above cause on July 6th. 1922, by A.Howard Johnson, trustee, said report stating that said sale was

made upon the following conditions, the sum of $3,000.00 to be paid by the releasing of a mortgage for $3,000.00 now owned by the said Swain and the sum of $4,000.00 to be paid by the giving of afirst mortgage to the said A.Howard Johnsom, trustee,for thebalanceof the purchasemoney, and the said creditors do further agree that the entire purchase money, if paid as aboveset forth, shall be considered as a cash settlement by the said Trueman Swain, thereby permitting A.Howard Johnson to recite in a deed of conveyance to Swain of the receipt of the purchase money: and the said creditors do herebyaffirm said report of sale as regards to the payment of The Queen Anne's Real Estate Company the sum of $350.00 as commissions for the making of the aforesaid sale.

1.	Keating's Pharmacy	$30.42
2.	Hopkins & Coursey	306.00
3.	Alfred Green	42.32
4.	Oliver C.Jones	50.00
5.	Katherine R.Holmes	116.40
6.	C.P.Walters & Son	11.24
7.		
8.	Carter & Co.	500.00
9.	E.S.Vallient & Son	15.20
		30.70
10.	A.Howard Johnson	4020.68
11.	Richard T.Earle	825.00
12.	W.J WoodfordW	25.00
13.	FiGuerney Jump	124.76
14.	Rich & Tucker	18.16
15.	Administrators of J.M. Corkran by Madison Brown attorney	53.00
16.	The Queen Anne's National Bank of Centreville,Md. by Walter T.Wright, President.	1561.08
17.	M.W.Bordley	333.00
18.	S.W.Seney	58.00
19.	Clayton T.Cann	135.00
20.	R.W.Thomas	51.00
21.	Wright & LoWe We.	355.05
22.	Forman & Mason	346.19
23.	E.E.Bramble	80.00
24.	D.G.Connely	63.75
25.	Sunset Pharmacy	37.63
26.	Wright & Collins	381.42
27.	Walls & Yates	50.51

Petition to sell real estate, Slaughter Farm.
Filed January 15th. 1923.

In the matter of the trust estate of John T.Bruehl.	In the CircuitCourt for Queen Anne'sCounty, in Equity, Cause No. 2445.

To the Honorable, the Judges of said court:-

The Petition of A.Howard Johnson, trustee in the above entitled cause under two deeds from John T.Bruehl, to your Honors, respectfully shows:-

That among other property coming into the hands of your trustee under said deeds of trust aforesaid, is a farm located in the third election district of Queen Anne's County, near the village of Burrisville, and adjacent to the properties of R.H.Walbert, Wm.J.Woodford, John Harvey, the lands of the he rs of BoWers Payne, John Waldron and the lands of the heirs of Charles Harman, and conains 98.45 acres of land,more or less, being the same land and all the land granted and conveyed by A.Howard Johnson to the said John T. Bruehl to the extent of a one-half interest therein, by deed bearing date of Decembr the 27th. 1920, and recorded in Liber J.F.R.No.6, folios 174 etc. a land record bok for Queen

Anne's County, and which land was conveyed to the said A.Howard Johnson and John T . Bruehl, as tenants in common, by Lillie E.Chambers and husband, bydeed bearing date of August,the 25th. 1917, and recorded in LiberW.F.W.No.10. folios 553 etc. a land record book for Queen Anne's County, and on Which land and premises the said John T.Bruehl and abd Katherine O.Bruehl, his Wife, secured a loan on afirst mortgage of said premises from Annie E. Chambers in the sum of $1,500.00.

That Katherine O.Bruehl, wife, f the said John T.Bruehl, has joined in the two deeds of trust aforesaid,for the purpose therein set forth, of barring her inchoate right of dower.

That Harry W.Chambers, acting as agent for Annie Chambers,has made the following offer of purchase f the aforesaid real estate to your trustee, to wit: that if your trustee will convey to the said Annie Chambers the aforesaid real estate by proper deed and pay the interest and taxes on themortgage aforesaid upto January the first, 1923, that the said Annie Chambers will release themortgage.as aforesaid, and will release any and all rights that she might have in any proceeds ofthis trust for or on account of said mortgage.

That your trustee has advised with several of the largest creditors of the said John T.Brehl, who thing that it wouldbe to the best interest of said trust estate to sell to the said Annie Chambers on the terms mentioned, and thereby relievethe said trust estate of the liability of foreclosure proceedings under saidmortgage.

Therefore your trustee prays this Honorable Court topassan orderauthorizing your trustee to make sale of the aforesaid real estate upon the terms herein set forth to the said Annie Chambers,and report same back to this Honorable Courtfor ratification.

Respectfully submitted.

A. Howard Johnson.
Trustee.

Ordered this 2d.day of May,in the year Nineteen hundred and twenty three by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that A. Howard Johnson, Trustee in the above entitled cause, be and he is hereby authorized, directed and empowered to sell the real estate described in the aforegoing petition upon the terms as setforth in the aforegoing petition, and that as soon as he has made said sale that he will report the same to this Honorable Court.

Thomas J. Keating.

We, the undersigned crediters of John T. Bruehl, and John T. Bruehl and Katherine O. Bruehl, his wife, do hereby consent to a sale of the real estate situate lying and being in the Third Election District of Queen Anne's County, near Burrisville, which real estate was conveyed by John T. Bruehl and Katherine O. Bruehl, his wife, to A. Howard Johnson, Trustee for the benefit of crediters of the said John T. Bruehl, made by the said A. Howard Johnson, Trustee as aforesaid, to Anna Chambers at and for the sum of Fifteen Hundred Dollars, said sum to be paid by the releasing of a mortgage in that amount which is now a first lien on said real estate, and the acceptance of a deed therefor, and the said Anna Chambers to accept said deed in full satisfaction of any and all rights that she may have under said mortgage, accepting said deed as a settlement in full of said mortgage, and the crediters do also request the Circuit Court for Queen Anne's County in Equity to ratify said sale immediately upon the report of sale being filed without an order Nisi thereon.

1 Richard T. Earle

2 A. Howard Johnson

3 Sunset Pharmacy

4 Keating's Pharmacy

5 Alfred Green

6 Oliver C. Jones

7 Centreville Milling Co.

8 R. W. Thomas

9 Carter & Co.

10 Wright & Lowe

11 E. E. Bramble

12 Hopkins & Coursey

13 Daniel G. Connelly

14 Wright & Collins

15 Forman & Mason

16 Rich and Tucker

17 Walls & Yates

18 Katherine R. Holmes

19 M. W. Bordley

20 E. S. Valliant & Son

21 Estate of J. M. Corkran by Madison Brown, att.

22 W. J. Woodford

23 Estate of S. W. Senny by S. W. Senny, Jr.

24 C. P. Walters & Son.

25 F. G. Jump

26 C. T. Cann

27 The Queen Anne's National Bank of Centreville, BY Walter Wright, pres.

28

29 John T. Bruehl

30 Katherine O. Bruehl

State of Maryland, Queen Anne's County, to wit: I hereby certify that the aforegoing is a complete list of all the crediters who filed claims in the Trust Estate of John T. Bruehl, No. 2445 chq, in the Circuit Court for said County as appears from the Claim Docket.

In Testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this second day of May nineteen hundred and twenty three.

J. F. Ralph, Clerk.

Circuit Court
Seal place.

Report of sale of real estate.
Filed May 2nd 1923.

In the Matter of the Trust Estate of John T. Bruehl.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2445.

To the Honorable, the Judges of said Court:

The Report of Sale of A. Howard Johnson, Trustee in the above entitled cause, to your Honors respectfully shows:

That your trustee acting through, under and by virtue of an order of this Honorable Court passed on the Second day of May, in the year nineteen hundred and twenty three, your trustee has sold to Annie Chambers all that lot or tract of land situate, lying and being in the Third Election District of Queen Anne's County, near the village of Burrisville, adjacent to the lands of R. J. Walbert, Wm. J. Woodford, John Harvey and others, being the same land and all the land granted and conveyed unto the said John T. Bruehl by two deeds, one bearing date of December 27th, 1920, and recorded in Liber J. F. R. No.6, folios 174 and etc., a Land Record for Queen Anne's County, from A. Howard Johnson, and the other being from Lillie E. Chambers and husband bearing date of August 25th, 1917, and recorded in Liber W.F.W. No. 10, folios 553 and etc., a Land Record Book for Queen Anne's County, and being the same land granted and conveyed

unto your Trustees by two deeds of trust, filed in this cause, upon the following terms of sale to wit: that your trusteewould, at the expense ofthe said Annie Chambers, vendee, grant and convey by a good and sufficient deed all the above land, with taxes, both county and state paid to January the first, 1923, with interest on mortgage on said property to the said Annie Chambers paid to January the first, 1923, upon the release of a mortgage held by the said Annie Chambers on the aforesaid real estate in the sum of $1,500.00 and upon the further agreement that the said Annie Chambers will release any and all claims that she might have against the said John T. Bruehl and Katherine O. Bruehl or any proceeds derived from the sale of any of the property granted unto your trustee by the deeds of trust as aforesaid; and that the said Annie Chambers has agreed to purchase the said tract of land upon the terms as above setforth.

Respectfully submitted.

A. Howard Johnson.
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on thiS 2nd day of May, in the year nineteen hundred and twenty three, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared A. Howard Johnson, Trustee inthe above entitled cause, and made oath in due form of law that the matters and facts as setforth in the above report of sale is true as thereinstated and that the sale reported therein was fairly made.

J. F. Rolph
Clerk of the Circuit Court
for Queen Anne's County.

Ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, this second day of May, in the year nineteen hundred and twenty three, that the sale report in the above report of sale, be and the same is hereby ratified and confirmed, without an order Nisi thereon since all the parties in interest in this cause have consented to a ratification thereof.

Thomas J. Keating.

Filed May 2nd, 1923.

Petition to assign Mortgage by Trustee.
Filed September 24th, 1923.

In the Matter of the Trust Estate of John T. Bruehl.

In the Circuit Court for Queen Anne's County, in Equity,. Cause No. 2445.

To the Honorable, the Judges of said Court:

The Petition of A. Howard Johnson, Trustee in the above entitled cause, to your Honors, respectfully shows:

That acting through, under and by virtue of an order of this HonorableCourt passed on the Twenty Seventh day of January, 1923, your petitioner accepted as Trustee in this cause a purchase money mortgage on the Home Bruehl Farm in the sum of Four Thousand Dollars, from Trueman Swain and wife, said mortgage being for period of three years from the First day of January, 1923, and bearing interest at six per-centum, said mortgage being duly recorded in Liber J.F.R. NO.10-folios a Land Record Book for Queen Anne's County.

That your petitioner has been solicited by numerous creditors of the said Trust Estate to assign said mortgage and thus be in a position to close said trust estate, owing to the expense of administering same and the delay by holding of said mortgage of making any distribution to the creditors; and that your petition has endeavored to sell said mortgage for face value thereof but has been unable todo so, and numerous other creditors have endeavored to secure for your petitioner the face value thereof without avail.

That your petitioner has an offer from The Queen Anne's National Bank of Maryland to purchase said mortgage and to pay therefor the sum of Thirty Seven Hundred Dollars together with any unpaid interest to the day said mortgage is assigned.

That your petitioner has presented to all of the creditors of the said Trust Estate a paper writing wherein they consented to the sale of said mortgage at and for the aforesaid sum of $3,700.00, and that all of the creditors of said trust estate has signed the same with the exception of the said Queen Anne's National Bank of Centreville, Maryland, the purchaser.

That your petitioner believes that a sale of this mortgage and assugnment of same is for the best interest of the estate thereby avoiding the expenses of keeping said estate open and the releasing of a bond in sum of $11,000.00, which costs said trust estate a premium of $110.00.

To the end that This Honorable Court may pass an order in this cause authorizing, directing and empowering your petitioner to assign the mortgage above described to The Queen Anne's National Bank of Centreville, Maryland, upon the receipt by the said Trustee of the sum of Thirty Seven Hundred Dollars together with any interest that may have accrued to the day of said assignment and remaining unpaid.

Respectfully submitted.

A. Howard Johnson.

Ordered upon the aforegoing petition and the agreement therein referred to this 26th day of September, in the year nineteen hundred and twenty three, by The Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that A. Howard Johnson, Trustee, be and he is hereby directed, authorized and empowered to assign and transfer a mortgage to himself for the benefit of the Creditors of John T. Bruehl given by Trueman Swain and wife, as a purchase money mortgage on The Bruehl Home Property , in the sum of Four Thousand Dollars to The Queen's National Bank of Centreville, Maryland, having fires received from the said Queen Anne's National Bank of Centreville, Maryland, a check in the sum of $3,700.00 together with any unpaid interest that may be due at the day of assignment on said mortgage.

Filed September 29th, 1923.

Lewin W. Wickes
Thomas J. Keating.

Auditor's Report and Account.
Filed December 7th, 1923,

In the Circuit Court for Queen Anne's County in Equity.

In the Matter of the
Trust Estate of
JOHN T. BRUEHL.....

Chancery Docket,
Cause
No.
2445

To the Honorable, the Judges of said Court;

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth;

That in the within account stated by the auditor A. Howard Johnson, the trustee, is first charged with the amount of the sale of land called "The Bruehl Home Farm", per the report of sale filed relating thereto, with interest received the purchaser of same on the $4000.00 mortgage taken from purchaser, with proceeds of sales of personal property of John T. Bruehl, with interest received from interest on credit sales, incidental sales and with interest receivedfrom bank on deposit of money of this estate therein.

The said trustee is then allowed as follows:

The discount or loss on sales of the $4000, mortgage sold at said loss under of Court, the amount of a mortgage held by purchaser on said land and paid by trustee in settlement with the purchaser under the order of the court who released same when the $4000 mortgage was taken, interest paid on the $3000 mortgage and anothermortgage on other real estate of John T. Bruehl in Spaniard's Neck, costs of advertising notice to creditors of cause, notices of sale of personal property and several orders nisi of cause, auctioneer's fee, costs of hisbond, state and county taxes paid by him, other expenses incident to trust, court costs, auditor's fee, and the commissions due to Queen Anne's Real Estate Company under the report of sale firts mentioned.

The balance of the charges so made remaining after these allowances is not sufficient to pay the claims filed in full and is distributed pro rata among the creditors filing claims pro rata.

Because there are two deeds of trust mentioned in this cause as the foundation thereof, the auditor has allowed to participate in the distribution among the creditors of John T. Bruehl all claims against him on transactions made befofe the date of the last deed of trust, it appearing that one, if not more, of the claims, was made between the dates of the deeds mentioned.

The following claims allowed do not appear to be proved according to law in such cases, and have defective affidavits or certificates of proof attached:
Keating's Pharmacy, Claim No. 1, (no affidavit appears);
D. G. Connolly, Claim No. 36; D. G. Connolly, Claim No. 37 (copy note filed, not original); Sunset Pharmacy, Claim No. 38; Wright & Collins Claim No. 39; Claim of Walls and Yates, Claim No. 40.

The auditor returns with this account the vouchers furnished by the trustee.

Respectfully submitted,

Madison Brown,
Auditor.

Dec. 6, 1923.

The Proceeds of the Trust Estate of John T. Bruehl
in account with A. Howard Johnson, trustee of said
trust estate under Deed of Trust filed herein.

1922

Cr.

July 6	By gross proceeds of sales of Home Farm, per report of sale filed this date.....		$7000.00
	By amount of interest paid by Trueman Swain on mortgage given by him as purchaser:.....		120.00
	By amount received from sales of		
	calves	43.00	
	milk,.....	49.32	
	wheat,	56.40	148.72
	By amount received from sales of goods and chattels, per report of sales filed,.....		614.30
	By amount received on credit sales as interest from incidental sources,....		36.84
	By amount received from bank as interest on deposit therein, ...		60.00
	By amount received from John T. Bruehl after deed of trust to be applied to his creditors, per report or statement of trustee given auditor,.....		118.43
			$8098.29

Dr.

To A. Howard Johnson, trustee, for the loss on the sale made under order of court of mortgage of $4000 taken from purchaser (see order of court dated Sept. 26/23).....	$300.00	
To do., for the amount of the mortgage given by John T. Bruehl, held by Trusman Swain, purchaser at time of his purchaser), paid by trustee to said Swain under order of Court dated Feb. 1st., 1923, to wit:.....	3000.00	
To do., for the amount of interest on mortgage mentioned in above allowance paid by trustee after deed of trust, to wit:.....	168.10	
To do., for amount of interest on mortgage from John T. Bruehl on Spaniard's Neck Property, held by Annie Chambers, paid by trustee after deed of trust and prior to sale of said property to mortgagee, per receipts of Annie Chambers filed with auditor, to wit:.....	90.00	
To do., for amount paid Centreville Observer for costs of advertising notice to creditors, sale of personal property and handbills of sale, per receipted accounts for same, to wit:.....	28.00	
To do., for amount paid Centreville Record for costs of advertising two orders nisi, per receipted accounts for same, to wit:.....	10.00	
Amounts carried forward,.....	3596.10	$8098.29

The proceeds of the Trust Estate of John T. Bruehl In account with A. Howard Johnson, trustee.	Dr.	Cr.
Amounts brought forward, towit:	$3596.10	$8098.29
To A. Howard Johnson, trustee, for the costs of his bond with corporate surety thereon for two years, paid surety, per receipts:	220.00	
To do., for the amount of the state and county taxes due by John T. Bruehl for year 1922 on the property passing under deed of trust, per receipted statements of W. T. Keating, treasurer, to wit:.....	81.67	
To do., for costs of fire insurance policy on trust property obtained by trustee, per his check, to wit.....	6.54	
To do., for costs of revenue stamps for deed to purchaser under terms of sale to be paid by trustee, per check for same:.....	4.25	
To do., for the amount paid Elmer Anthony for crying sale of personal property, per check of trustee to him, to wit:..	10.00	
	$3918.56	

To do., for the amount of the commissions due to Queen Anne's Real Estate Company for sale by them of Home Farm above mentioned, to be paid to said company, per report of salefiled July 6, 1922, to wit:.....	$350.00	
To do., for the amount of the costs of the Clerk of this Court for filing papers in cause, recording proceedings, and so forth.....	29.25	
To do., for the costs of advertising the order nisi to be passed as to this report and account:.....	3.00	
To Madison Brown, auditor, for stating this account.	18.00	
.....	$4318.81	
To balance, carried forward,.....	3779.48	
.....	$8098.29	$8098.29

Distribution among Creditors of John T. Bruehl.

			Dividend.
1. To Keating's Pharmacy.	(on claim of $30.42), the sum of		$11.74
2. To Hopkins & Coursey,	(" " " 300.00), the sum of		$115.85
3. To Alfred Green & Son,	(" " " 42.32), the sumof		17.30
4. To Oliver C. Jones,	(" " " 50.00), the sum of		19.27
5. To Katherine Holmes,	(" " " 116.40), the sum of		44.92
6. To C. P. Walters & Son,	(" " " 11.24), the sum of		4.30
7. To Centreville Milling Co.,	(" " " 77.60), the sum of		29.93
8. To Carter & Co., ...	(" " " 500.00), the sum of		193.11
9. To Carter & Co.,	(" " " 15.20), the sum of		5.83
10. To E. S. Valliant & Son	(" " " 29.87), the sum of		11.50
11. TO A. Howard Johnson,	(" " " 277.01), the sum of		106.96
12. To A. Howard Johnson,	(" " " 550.00), the sum of		212.40
13. To A. Howard JOhnson,.....	(" " " 200.00), the sum of		77.22
14. To A. Howard Johnson,	(" " " 110.00), the sum of		42.45
15. To A. Howard Johnson,	(" " " 546.75), the sum of		211.16
16. To A. Howard Johnson,.....	(" " " 500.00), the sum of		193.11
17. To A. Howard Johnson,	(" " " 332.00), the sum of		128.23
18. To A. Howard Johnson,	(" " " 1133.00), the sum of		437.52
19. To A. Howard Johnson,	(" " " 380.00), the sum of		145.77
20. To Richard T. Earle,	(" " " 926.65), the sumof		357.87
21. To. W. J. Woodford,	(" " " 25.00), the sum of		9.63
22. To F. Gurney Jump, ...	(" " " 124.76), the sum of		48.17
23. To Rich & Tucker,	(" " " 18.24), the sum of		7.02
24. TO Laura Corkran, Admr.,	(" " " 53.00), the sum of		20.43
25. To Queen Anne's National Bank	(" " " 1523.00), the sum of		591.71
26. To M. W. Bordley, ...	(" " " 333.00(, the sum of		128.60
27. To S. W. Seney,	(" " " 58.00), the sum of		22.37
28. To Hopkins & Coursey, nothing:	being duplicate of claim No.2:		-------
29. TO R. W. Thomas	(on claim of 50.00), the sum of		19.28
30. To Clayont Cann	(" " " 147.15), the sum of		56.81
31. To Wright & Lowe	(" " " 300.00), the sum of		115.86
32. To Wright & Lowe	(" " " 55.05), the sum of		19.28
33. To Forman & Mason	(" " " 96.19), the sum of		37.13
34. To Forman & Mason	(" " " 250.00), the sum of		96.53
35. To E. E. Bramble,	(" " " 80.00), the sum of		30.87
36. To Daniel G. Connolly	(" " " 13.75), the sum of		5.28
37. To Daniel G. Connolly,	(" " " 50.00), the sum of		19.28
38. To Sunset Pharmacy,	(" " " 37.63), the sumof		14.52
39. To Wright & Collins,	(" " " 381.42), the sum of		147.30
40. To Walls & Yates,	(" " " 59.51), the sum of		22.97
	$9783.26		
Amount distributed,.....			$3779.48
Amount brought over for distribution,.....			$3779.48

December 6, 1923.

Madison Brown, Auditor.

In the matter of the Trust Estate of John T. Bruehl.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

Case No. 2445.

ORDERED, This 7th day, of December in the year nineteen hundred and twenty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of January 1924; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of December 1923 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filws December 7th 1923.

NISI RATIFICATION OF AUDIT.

In the matter of the Trust Estate of John T. Bruehl.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2445.

Ordered, This 7th day of December in the year nineteen hundred and twenty three, that the Report and account filed in these proceedings by Madison Brown, Auditor, be ratified andconfirmed, unless cause to the contrary thereof be shown on or before the 3rd day of January, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of December, 1923 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test B. Hackett Turner, Clerk.

Filed December 7th, 1923.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that in Nisi Ratification of audit in the matter of The Trust Estate of John T. Bruehl in the Circuit Court for Queen Anne's County, in Equity Case No. 2445 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 26th day of December in the year 1923.

By Earle M. Holden,
News Editor.

Filed Jan. 3rd, 1924.

In the Circuit Court for Queen Anne's County in Equity.

In the Matter of the Trust Estate of John T. Bruehl.

Chancery Docket, No. 2445.

Ordered this 9th day, f January, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the within and aforegoing report and account of the Auditor be and the same is hereby finally ratified and confirmed except all allowances to claims as follows: Claim No.1-No.36-No.37-No.38-NO.39 and No.40, which shall be retained by the trustee pending the filing by the respective claimants of their claims with the proper vouches therefor no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi heretofore passed in relation thereto and the trustee of this cause be and he is hereby directed to apply the proceeds accordingly with a due proportion of the interest as the same has been or may be received.

Filed Jan. 14th, 1924.

Thomas J. Keating.

Queen Anne's County to wit: Be it remembered that on the 12th day of May in the year, 1922, the following order to docket suit was filed for record to wit:

Charles A. Busteed, Mortgagee,	In the Circuit Court for
vs.	Queen Anne's County
Thompson G. Turner and Elva D. Turner, his wife, Mortgagors.	in Equity.
	Cause No.

J. Fletcher Rolph, Clerk:-

Docket suit forthwith on the Chancery Docket of the said Court in accordance with the above titling and file in said cause a certified copy of the mortgage and mortgage bill of sale from Thompson G. Turner and Elva D. Turner, his wife, to Charles A. Busteed, dated March 4, 1919, and recorded in Liber J. F. R., No. 2, folios 84, and etc., a land record book for Queen Anne's County, Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage and mortgage bill of sale under the power of sale contained therein, by reason of the default in the payment of the principal mortgage debt as provided by the terms of said mortgage and mortgage bill of sale and of the default in the payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage and mortgage bill of sale at the times respectively therein provided for the payment thereof.

Also file in said cause the bond of the said Charles A. Busteed, Mortgagee, accompanying this order.

Charles A. Busteed, Mortgagee.

Thomas J. Keating
J. Frank Harper.
Attorneys for Charles A. Busteed,
Mortgagee.

Filed May 12th, 1922.

Certified Copy of Mortgage.
Filed May 12th, 1922.

No. 6899. QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the fourth day of March, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, and Mortgage Bill of sale, Made this fourth day of March in the year nineteen hundred and nineteen, by Thompson G. Turner and Elva D. Turner, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Thompson G. Turner and Elva D. Turner are jointly and severally indebted unto Charles A. Busteed, of Queen Anne's County aforesaid, in the full sum of eleven thousand five hundred dollars ($11,500.00) being the balance of the purchase money due and owing by the said Thompson G. Turner and Elva D. Turner to the said Charles A. Busteed for the hereinafter described real estate sold to the said Thompson G. Turner and Elva D. Turner, his wife, by the said Charles A. Busteed and conveyed to the said Thompson G. Turner and Elva D. Turner, his wife, as tenants by the entireties, by the said Charles A. Busteed and Mollie G. Busteed, his wife, by deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage and mortgage bill of sale.

And whereas it is hereby agreed by and between the parties to this mortgage and mortgage bill of said that the aforesaid sum of eleven thousand and five hundred dollars ($11,500.00) and the interest accrued and to accrue thereon, shall be paid to the said Charles A. Busteed in the following manner, that is to say: that seven hundred and fifty dollars ($750.00) of the aforesaid sum shall be paid to the said Charles A. Busteed at the expiration of one year from the first day of January, nineteen hundred and nineteen, with interest thereon in the meantime payable semi-annually from the said first day of January, nineteen hundred and nineteen, at the rate of six percentum per annum; that seven hundred and fifty dollars ($750.00) of the aforesaid sum shall be paid to the said Charles A. Busteed at the expiration of two years from the said first day of January, nineteen hundred and nineteen, with interest thereon on the meantime payable semi-annually from the said first day of January, nineteen hundred and nineteen, at the rate of six percentum per annum; and that the remainder of the aforesaid sum to wit: Ten thousand dollars ($10,000.00) shall be paid to the said Charles A. Busteed at the expiration of five years from the said first day of January, nineteen hundred and nineteen, with interest thereon in the meantime payable semi-annually from the said first day of January, nineteen hundred and nineteen, at the rate of six per centum per annum; And whereas it was an express precedent agreement and a condition to the sale and conveyance

of the said hereinafter described real estate by the said Charles A. Busteed to the said Thompson G. Turner and Elva D. Turner, his wife, as aforesaid, that the said principal sum of eleven thousand five hundred dollars ($11,500.00) and theinterest accrued and to accrue thereon as aforesaid, and the prompt payment of the same at the times respectively hereinabove set forth, were to be secured and assured by this Mortgage and Mortgage bill of sale;

NOW THEREFORE THIS MORTGAGE AND MORTGAGE BILL OF SALE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Thompson G. Turner and Elva D. Turner, his wife, do hereby grant and convey unto the said Charles A. Busteed,his heirs and assigns, in fee simple, all that tractof land or farm known as "Cloverdale" or the Emory Farm, or by whatsoever other name or names the same may be called or known, situate, lying and being in the sixth election district of Queen Anne's County, State of Maryland, on the left of the public road leading from Centreville to Ruthsburg, adjoining the land of J. Milton Arringdale, the land of Elijah Dean, the land of Mary Avis Cahall, formerly of Robert E. Cahall, and the land of others and containing two hundred and thirty two acres, three roads and thirty one perches of land, more or less; being the same land which was conveyed to Charles A. Busteed by Laura E. Emory and Wilmer Emory, her husband, by deed bearing date the twenty first day of August, nineteen hundred and two, and recorded in Liber J.E.G. No.4, folios 90 etc., a land record book for Queen Anne's County aforesaid, (excepting therefrom that small triangular lot, containing about two acres of land, more or less, which was conveyed by said Charles A. Busteed and Mollie G. Busteed, his wife, to Elijah Dean, Jr. by deed bearing date November 19, 1910, and recorded among said land records in Liber S.S. No.9, folios 76 etc.) the said land hereby granted and conveyed being the small and all the land which was conveyed to the said Thompson G. Turner and Elva D. Turner, his wife, as tenants by the entireties, by the said Charles A. Busteed and Mollie G. Busteed, his wife, by deed bearing even date herewith and recorded for intended to be recorded among the said land records of Queen Anne's County aforesaid immediately preceding this mortgage and mortgage bill of sale; to which deeds and the reference therein contained reference is hereby made for a more particular and definite description of the said land hereby granted and conveyed. Together with the buildings and improvements thereupon erected made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. And this Mortgage and Mortgage bill of sale further witnesseth, that in consideration of the said premises and of the saidsum of one dollar the said Thompson G. Turner does hereby bargainand sell unto the said Charles A. Busteed all the following personal property, to wit: one pair of dark bay mules named Bob and Kate, seven and eight years old respectively; one pair of black mules named Dolly and Mollie, five and six years old respectively; one pair of mules named Jack and Bob, each two years old; one iron gray mare named Alice, seven years old; one bay mare named Nellie, six years old; one white mare named May, nine years old; one black horse named Wedgewood, five years old; ten Milch cows ranging from three to eight years of age; five heifers, ten months old; one Deering binder, one Niekford and Hoffman drill; two farm wagons; two riding cultivators, one cutaway disc; one Osborne spring tooth harrow; one 50 tooth iron drag; one tomato setter; one Deering mower; one dearborn; one New Idea Manure spreader; one Blackhawk corn planter; one land roller; two Bryan riding plows; two No. 94 South Bend walking plows; one rake, one corn cutter; one York carriage and carriage harness; three sets of wagon harness, lot of plow gear; all of the aforesaid personal property being now located on the said above described farm known as "Cloverdale" or the Emory Farm, whereon the said Thompson G. Turner now resides.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said real estate at the time of sale shall pass to the purchaser of said real estate.

PROVIDED, that if the said Thompson G. Turner and Elva D. Turner their heirs, executors, administrators or assigns, shall well and truly pay to the said Charles A. Busteed,his executors, administrators or assigns, the aforesaid sum of Eleven thousand five hundred dollars, ($11,500.00) when and as the same shall become due and payable, as above set forth; and the interest to accrue thereon as aforesaid, when and as the same shall become due andpayable as above set forth, and shall perform all the covenants conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in thepremises the said Thompson G. Turner and Elva D. Turner, his wife their heirs and assigns, shall possess said property.

AND the said Thompson G. Turner and Elva D. Turner, for themselves and each of them, their and each of their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intendedto be secured, all taxes, assessments, public dues and charges levid or that may be levied thereon and on theproperty hereby conveyed, all costs and atterney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Charles A. Busteed, his administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy orpolicies,in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to themortgagee his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or theinterest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Charles A. Busteed, his executors, administrators or assigns, or J. Frank Harper of Queen Anne's County aforesaid, his and their hereby duly constituted Atterney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty

days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Stateof Maryland and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of theperson making the sale, the credit payments,if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Thompson G. Turner and Elva D. Turner, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Charles A. Busteed, his executors, administrators, successors or assigns, or J. Frank Harper, his and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half thecommission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Thompson G. Turner and Elva D. Turner and each of them, their and each of their for themselves, heirs, executors, administrators and assigns, hereby covenant to pay.

And it is hereby further agreed that the said Thompson G. Turner and Elva D. Turner shall have the privilege of making partial payments on account of the said principal mortgage debt secured by this mortgage and Mortgage bill of sale, provided that such partial payments shall in each case amount to at least the sum of five hundred dollars ($500.00) or some multiple thereof, and provided further that such partial payments shall in each case be made at the time of the maturity of an interest payment, and in the event any such partial payment shall be made as aforesaid, interest on the amount of such partial payment shall cease from thedate on such payment.

Witness the hands and seals of the said mortgagors:-

Thompson G. Turner. (SEAL)
Test: J. Mck. Tilghman. Elva D. Turner. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this fourth day of March, in the year nineteen hundred and nineteen, before me, the subscriber, a justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thompson G. Turner and Elva D. Turner, his wife, and they did each acknowledge the aforegoing mortgage and mortgage bill of sale to be their respective act.

J. McK. Tilghman.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this fourth day of March, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles A. Busteed, the within named mortgagee, and made oath in due from of law that the consideration stated in the within and aforegoing mortgage and mortgage bill of sale is true and bona fide as therein set forth.

J. McK. Tilghman,
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No.2, folio 84 etc. a land record book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Abbe's County this twelfth day of May, in the year nineteen hundred and twenty two.

J. F. Ralph,
Clerk.

Bond of Charles A. Busteed, Mortgagee.
Filed May 12th, 1922.

KNOW ALL MEN BY THESE PRESENTS, That we, Charles A. Busteed, Mollie G. Busteed and Charles F. Rich, all of Queen Anne's County, Stateof Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), current money of the United States, to be paid to the State of Maryland aforesaid, or its certain attorney, to which payment well and truly to be madeand done, we bind ourselves and each of us, our and each of our heirs, executors and administraters, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twelfth (12) day of May, in the year nineteen hundred and twenty-two.

WHEREAS the above bounden, Charles A. Busteed, as the Mortgagee of the mortgage and mortgage bill of sale from Thompson G. Turner and Elva D. Turner, his wife, to the said Charles A. Busteed, bearing date the Fourth day of March, in the year nineteen hundredand nineteen, and recorded in Liber J. F. R. No. 2, folios 84, &c., a land record book for Queen Anne's County aforesaid, is about to execute the power of sale contained in said mortgage and mortgage bill of sald by making sale of the property described in, granted and conveyed, and bargained andsold by said mortgage and mortgage bill of sale, default having occurred in the terms, conditions and covenants of said mortgage and mortgage bill of sale by reason of the non-payment of the principal mortgage debt named in said mortgage and mortgagebill of sale as provided by the terms of said mortgage and mortgage bill of sale and of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of the said mortgage and mortgage bill of sale, at the time therein respectively provided for the payment thereof;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, Charles A. Busteed do and shall well and faithfully abide by and fulfill any order or decree which shall be made by anycourt of equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of

Corporate Seal's Place.

Charles A. Busteed (SEAL)
Mollie G. Busteed (SEAL)
Chas. F. Rich (SEAL)

J. Lemuel Roberts

On the back, of the foregoing bond was thus endorsed,
Security approved and Bond filed May 12th, 1922. J. F. Rolph, Clerk.

Report and Account of the Auditor.
Madison Brown, auditor.
Filed June 22nd, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Charles A. Busteed, mortgagee,

versus

Thompson G. Turner, and Elva D. Turner, his wife, mortgagors.

Chancery Docket, Cause No. 2439.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That hehas stated the within account by first changin Charles A. Busteed, party making the sales therein reported, with the gross amount of the sale of the mortgaged real estate, and then thereout allowing him his

Charles A. Busteed,
Mortgagee,

vs.

Thompson G. Turner,
and
Elva D. Turner, his wife,
Mortgagers.

In the Circuit Court for
Queen Anne's County
in Equity.

Cause No. 2439.

STATEMENT OF MORTGAGE DEBT.

Statement of principalmortgage debt secured by and owing under the Mortgage and Mortgage Bill of Sale from Thompson G. Turner and Elva D. Turner, his wife, to Charles A. Busteed, bearing date the Fourth day of March, in the year Nineteen Hundred and Nineteen, and recorded in Liber J. F. R., No. 2, folios 84, etc., a land record book for Queen Anne's County, Maryland, and of the interest secured by said Mortgage and Mortgage Bill of Sale due and owing thereon on June 6th, 1922, the said original Mortgage and Mortgage Bill of Sale being attached hereto and filed herewith, to wit:-

Amount of the principal mortgage debt secured by said Mortgage and Mortgage Bill of Sale,			$11,500.00
Credit by the two following payments made on account of said principal mortgage debt:			
By cash paid January 1, 1920,		$110.00	
" " " July 27, 1920,		158.30	268.30
Balance of principal mortgage debt owing ,			$11,231.70
Interest on $11,231.70 from January 1, 1921, to July 1, 1921, (Interest up to January 1, 1921, having been paid),	$336.95		
Credit, August 13, 1921, by payment on account of said interest,	$175.45	$161.50	
Interest on $11,231.70 from July 1, 1921, to January 1, 1922,		336.95	
Interest on $11,231.70 from January 1, 1922 to June 6th, 1922.		288.44	786.89
Total amount of principal and interest owing on June 6th, 1922,			12,018.59

In addition to the amount of the principal mortgage debt and interest owing on said mortgage and mortgage bill of sale as shown by the above statement, the said Mortgagee, Charles A. Bustee, has paid the State and County taxes for the year 1921 on the property described in and conveyed by said Mortgage and mortgagebill of sale which taxes were paid May 10th, 1922, and amounted to the sum of $159.27.

STATE OF MARYLAND_,QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 6th day of June, in the year nineteen hundred and twenty two, beefre me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles A. Busteed, the mortgagee and vender in the above cause, and made oath in due form of law that the aforegoing is a true and correct statement of the principal mortgage debt and of the interest thereon to the sixth day of June, nineteen hundred and twenty two, owing to him on the principal mortgage debt and interest secured by the said mortgage and mortgage bill of sale from Thompson G. Turner and Elva D. Turner, his wife, to the said Charles A. Busteed, dated the fourth day of March, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 2, folios 84, &c., a land record book for Queen Annes County aforesaid, and of the amount paid by the said Charles A. Busteed in payment of the State and County taxes for the year 1921 levied upon the property described in and conveyed by said mortgage and mortgage bill of sale as set forth in the said aforegoing statement.

J. F. Ralph,
Clerk of the Circuit Court for
Queen Anne's County.

Report of Sale of Real Estate.
Filed June 7th, 1922.

Charles A. Busteed, Mortgagee,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
Thompson G. Turner and Elva D. Turner, his wife, Mortgagors.	Cause No. 2439.

To the Honorable, the Judges of said court:-

The Report of Charles A. Busteed, Mortgagee of the mortgage and mortgage bill of sale hereinafter described, to your Honors respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt, covenanted to be paid by the mortgage and mortgage bill of sale mentioned in these proceedings, as provided by the terms of said mortgage and mortgage bill of sale, and of the non-payment of the interest covenanted to be paid upon said principal mortgage debtby the terms of said mortgage and mortgagebill of sale, at the times therein respectively provided for the payment thereof, the said mortgage and mortgage bill of sale being as follows; to wit: the mortgage and mortgage bill of sale from Thompson G. Turner and Elva D. Turner, his wife,to the said Charles A. Busteed, dated the fourth day of March, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 2, folios 84, &c., a land record book for Queen Anne's County, Maryland, a copy of which said mortgage and mortgage bill of sale, duly certified, is filed among the proceedings in this cause,

2. That prior to the sale hereinafter mentioned of the mortgaged real estate, the said Charles A. Busteed, Mortgagee of said mortgage as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, whichbond was filed with the Clerk of this Court, and was by the said Clerk duly approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place,manner and terms of sale by advertisement in The Centreville Record, a newspaper published in Queen Anne's County aforesaid, for morethan twentydays before the day of sale, notice of the time, place, manner and terms of the sale having also been given by advertisement in The Centreville Observer, another newspaper published in Queen Anne's County aforesaid, the said Charles A. Busteed, Mortgagee of the said mortgage and mortgagebill of sale as aforesaid, did, pursuant to said notice, attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the sixth day of June, nineteen hundred and twenty two, at the hour of one o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage and mortgage bill of sale to be exercised in case of default in the terms thereof, default having occurred therein as hereinabove stated, proceeded to sell the real estate described in and granted by said mortgage and mortgage bill of sale,that is to say: he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage and mortgage bill of sale, being all that tract of land or farm known as "Cleverdale" or the "Emery Farm", situate in the Sixth Election District of Queen Anne's County, Maryland, on the left of the public road

leading from Centreville to Ruthsburg, adjoining the land of J. Milton Arringdale, the land of Elijah Dean, the land of the late Mary Avis Cahall and the landof others, and containing two hundred and thirty acres, three reeds and thirty one perches of land, more or less, being the same land which was conveyed to the said Thompson G. Turner and Elva D. Turner, his wife, as tenants by the entireties, by Charles A. Busteed and Mollie G. Busteed, his wife, by deed dated March 4, 1919, and recorded in Liber J. F. R. No. 2, folios 83, &c., a land record book for Queen Anne's County aforesaid, and sold the said real estate to himself, the said Charles A. Busteed, the mortgagee as aforesaid, he being then and there the highest bidder therefor, at and for thesum of Forty Dollars ($40.00) per acre, making the total purchase price for the said farm of two hundred and thirty acres, three reeds and thirty one perches of land, more or less, the sum of Nine Thousand Two Hundred and Thirty Seven Dollars and Seventy Fuve Cents ($9,237.75), which amount is not sufficient to pay the principal mortgage debt and the interest thereon now owing, the taxes on the mortgaged property paid by the said Mortgagee, and the costs of these proceedings. A certificate of the publication of the aforesaid advertisement of sale in The Centreville Record, a newspaper published as aforesaid in Queen Anne's County aforesaid, is filed herewith as a part of this Report marked "Exhibit A".

Respectfully submitted,

Charles A. Busteed,
Mortgagee.

State of Maryland, Queen Anne's County, To Wit:-

I hereby certify that on this seventh day of June, in the year nineteen hundred and twenty two, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles A. Busteed, Mortgagee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. F. Ralph,
Clerk of the Circuit Court for Queen
Anne's County, Maryland.

Filed June 7th, 1922.

Certificate of Publication of Advertisement of sale.

Filed June 7th, 1922.

Mortgagee's Sale
of a
VALUABLE FARM

Situate near Ruthsburg, in Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from Thompson G. Turner and Elva D. Turner, his wife, to Charles A. Busteed, bearing date March 4th, 1919, and recorded in Liber J. F. R., No. 2 folios 84, etc., a land record book for Queen Anne's County, Maryland, default having occurred in the terms of said mortgage, the undersigned, Charles A. Busteed, mortgagee as aforesaid of said mortgage, will sell at public sale, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland on TUESDAY, JUNE 6, 1922, commencing at the hour of 1 o'clock P.M., all the valuable tract of land or farm known as "Cloverdale", or the "Emery Farm", situate in the Sixth Election District of Queen Anne's County, Maryland, on the left of the public road leading from Centreville to Ruthsburg, adjoining the land of J. Milton Arringdale, the land of Elijah Dean, the land of the late Mary Avis Cahall and the land of others, and containing 230 acres, 3 reeds and 31 perches of land more or less, being the same land which was conveyed to the said Thompson G. Turner and Elva D. Turner, his wife, as tenants by the entireties, by Charles A. Busteed and Mollie G. Busteed, his wife, by deed dated March 4, 1919, and recorded among the said land records in Liber J. F. R., No. 2 folios 83, etc.

The improvements consist of a 2-story Frame Dwelling House, Barn, Stable, Corn House, 2 Implement Sheds, Meat House and Hen House. There is also a 2-story Frame Tenant House. All the building are comparatively new.

This farm is conveniently located and is within one mile of Ruthsburg.

The land is fertile and grows good crops of wheat, corn and grass. There is also on the farm an Apple Orchard and some Pear and Plum Trees. Within recent years every field has been limed over. There is sufficient wood for the use of the farm and some timber.

TERMS OF SALE:- One-third of the purchase money to be paid in cash, on day of sale, and the balance of the purchase money to be paid in two equal instalments, payable respectively in one and two years from day of sale, the credit payments to bear interest from day of sale, and to be secured by the notes of the purchaser with security thereon to be approved by the undersigned mortgagee; or the whole purchase money may be paid in cash, at the option of the purchaser. Further particulars will be made known on the day of sale.

Charles A. Busteed,
Mortgagee.
J. Frank Harper,
Attorney for Mortgagee.
T. Frank Seward Seward, Auctioneer.

Centreville, Md. June 6th, 1922.

THE CENTREVILLE RECORD UBLISHING CO., hereby certifies that the advertisement of sale in the case of Charles A. Busteed Mortgage vs. Thompson G. Turner and Elva D. Turner, his wife, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaperprinted and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, being more that twenty days before the 6th day of June, in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Exhibit "A"

Filed June 7th 1922.

ORDER NISI

Charles A. Busteed, Mortgagee.	In the Circuit Court for
vs.	Queen Anne's County
	in Equity.
Thompson G. Turner and Elva D. Turner, his wife, Mortgagers.	Cause No. 2439.

ORDERED, this seventh day of June, in the year nineteen hundred and twenty two, that the sale of the mortgaged real estate made and reported in this cause by Charles A. Busteed, Mortgagee, be ratified and confirmed, unless cause tothe contrary thereof be shown on or before the 7th day of August, 1922; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 11th day of July, 1922.

The report states the amount of the sale to be $9,237.75.

Filed June 7th, 1922.

J. F. Rolph,
Clerk of the Circuit Court for Queen Anne's County, Maryland.

FINAL ORDER OF RATIFICATION.

Charles A. Busteed, Mortgagee,	In the Circuit Court for
vs.	Queen Anne's County
Thompson G. Turner and Elva D. Turner, his wife, Mortgagors.	in Equity.
	Cause No. 2439.

ORDERED, this 21st day Of September, in the year nineteen hundred and twenty two by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by Charles A. Busteed, Mortgagee, and reported by him in the above cause, be and the same is hereby finally ratified and donfirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding Order Nisi passed in this cause, on the seventh day of June, nineteen hundred and twenty two; and the said Charles A. Busteed, Mortgagee, is allowed the commissions and all expenses, not personal, which are provided for by the mortgage and for which he shall produce vouchers to the Auditor of this Court; and it is hereby further ordered and decreed that Thomas J. Keating, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee to convey to the purchaser, Charles A. Busteed, the said real estate mentioned and described in the aforegoing Report of Sale and therein reported to have been sold to the said Charles A. Busteed, and as such Trustee the said Thomas J. Keating is hereby authorized, empowered and directed to grant and convey the said real estate to thesaid Charles A. Busteed, his heirs and assigns, by a good and sufficient deed executed and acknowledged agreeable to law; and it is further ordered that the said Thomas J. Keating be not required to file any bond as Trustee as aforesaid.

Lewin W. Wickes.

Filed Sept. 22nd, 1922.

ORDER NISI

Charles A. Busteed, Mortgagee,
vs.
Thompson G. Turner and Elva D.
Turner, his wife, Mortgagors.

In the Circuit Court for Queen Anne(s
County, in equity. Cause No. 2439.

Ordered, This 17th day Of June in the year nineteen hundred and twenty two, that the sale of the mortgaged real estate made and reported in this cause by Charles A. Busteed, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of August, 1922; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 11th day of July, 1922.

The Report states the amount of the sale to be $9,237.75.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed June 7th, 1922.

Centreville, Maryland. August 22nd, 1922.

the Centreville Record ublishing Co., hereby certifies that the Order Nisi in the case of Busteed Mortgagee vs. Yhompson G. Turner and wife, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insert June 1st, 1922) before the 11th day of July in the year 1922.

The Centreville Record Publishing Co.,

Filed June 7th, 1922.

By E. H. Brown, Jr.

Report and Account of the Auditor.

Filed June 22nd, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Charles A. Busteed, mortgagee,

versus

Thompson G. Turner, and Elva D.
Turner, his wife, mortgagors

Chancery Docket,
Cause
No.
2439.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first changing Charles A. Busteed, party making the sales therein reported, with the gross amount of the sale of the mortgaged real estate, and then thereout allowing him his commissions for making the sale, the expenses incident to the sale and to the proceedings in this cause, state and county taxes due by Thomas G. Turner for year 1921, and the fee of the auditor. The balance remaining is not sufficient to pay the mortgage debt in full and is distributed unto the said Charles A. Busteed, mortgagee, on account of his mortgage claim.

The sale mortgagee is then charged with the sales of the goods and chattles included in said mortgage, the sale being made on a later date, and is then allowed thereout his commissions, per terms of mortgage, for making the sale, the costs incident to the sales the fees of the clerk in regard thereto.
The balance remaining is not sufficient to pay the amount due to the said mortgagee on the day of the sales of the goods and chattles under and by his mortgage, and is distributed to said mortgagee on account.
A statement of the mortgage claim showing the credits thereon arising from the sales in this cause is appended to the report.

Respectfully submitted,

Madison Brown, Auditor.

The Proceeds of the Sales of the Mortgaged Real Estate of Thompson G. Turner and Elva D. Turner, his wife, mortgagors, in account with Charles A. Busteed, mortgagee, party making the sale of the mortgaged real estate under mortgage.

Cr.

1922 June 6	By gross proceeds of the sale of the mortgaged real estate, per report of sale filed June 7, 1922, to wit:	$9237.75

Dr.

" 6	To Charles A. Busteed, party making mortgage sale, for his commissions, per terms of mortgage, the sum of		$414.51
	To do., for the costs of advertising the sale and order nisi therein in Centreville Record, per account for same appears, to wit:		56.75
	To do., for the costs of advertising notice of sale in Centreville Observer, per receipted account for same to wit:		40.00
	To do., for the court costs of the cause, per statement of the clerk:		
	Costs of J. F. Rolph, clerk	$18.75	
	Appear fee of J. F. Harper, Sol.	10.00	28.75
	To do., the for the amount of T. F. Seward for crying the sale of the mortgages land, per his receipt for same, to wit:		10.00
	To do., for the amount of the state and county taxes due by Thompson G. Turner, paid by said C. A. Busteed, for year, 1921, per tax statement with receipt thereon, to wit:		159.27
	To do., for the costs of advertising the order nisi to be passed as to this report and account, to wit:		3.00
	To Madison Brown Brown, auditor, for stating this account, to wit:		9.00
	To Charles A. Busteed, mortgagee, on account of his mortgage debt due on day of sale, this balance, same not being sufficient to pay the mortgage claim in full as shown by mortgage debt statement filed, to wit:	$8516.47	
		$9237.75	$9237.75

The Proceeds of the Sales of the Mortgaged Goods and Chattels of Thompson G. Turner, mortgagor, in account with Charles A. Busteed, mortgagee, party making sale of the said Goods and Chattels under mortgage mentioned in this cause.

Cr.

1922 Dec. 6	By gross proceeds of the sales of the said goods and chattels, per report of sales filed Jan. 6, 1923, to wit:	$710.80

Dr.

" "	To Charles A. Busteed, party making sale of mortgaged goods and chattels under said mortgage, for his commissions, per terms of mortgage, the sum of	$48.75	
	To do., for the amount paid Elmer E. Anthony for crying said sales, per his receipt for same appears, to wit:	12.50	
	To do., for costs of advertising in the Centreville Record notice of said sales and also the order nisi thereon, per statement filed with auditor, to wit:	27.50	
	To do., for the costs ofthe clerk in the matter of the sales of the personal property, per statement of the clerk, to wit:	4.50	
	To Charles A. Busteed, mortgagee, on account on his mortgage claim, this balance which is not sufficient to pay his mortgage claim in full, to wit:	617.55	
		$710.80	$710.80

State of Mortgage Debt.

Thompson G. Turner and Elva D. Turner, his wife, to Charles A. Busteed, mortgagee, Dr.

To amount of mortgage debt on day of sale, per statement filed,	$12,018.59
Cr. By amount applicable thereto from sales ofland, page 2	8,516.47
	3,502.12
To interest thereon from June 6, 1922, to Dec. 6, 1922:	105.06
	3,607.18
Cr. By amount applicable thereto, from sales of goods & above:	617.55
Balance fue to said Charles A. busteed, with interest thereon from Dec. 6, 1923.	$ 2,989.63

June 21, 1923.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

Charles A. Busteed, mortgagee,

vs.

Thompson G. Turner and wife, Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2439.

ORDERED, This 22nd day of June in the year nineteen hundred and Twenty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of July, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of July, 1923, in some newspaper printed and published in Queen Anne's County,

J. F. Rolph, Clerk.

Filed June 22nd, 1923.

Centreville, Maryland, July 16, 1923.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nise ratification of audit in the case of Busteed, Mortgagor vs. Turner, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 12th day of July in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed July 16th, 1923. By E. H. Brown, Jr.

Order Court Ratifying Audit.
July 23rd, 1923.

Charles A. Busteed, Mortgagee, vs. Thompson G. Turner and Elva D. Turner, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2439.

ORDERED this 23rd day of July, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been duly given as directed by the previous Order of Ratification Nisi passed thereon in this cause and the Mortgagee, Charles A. Busteed, is hereby directed to apply the proceeds of the sales accordingly, with a due proportion of the interest on the credit sales as the same has been or may hereafter be received by said Mortgagee.

Lewin W. Wickes.

Filed July 23rd, 1923.

Queen Anne's County to wit: Be it remembered that on the 18th day of February, 1921, the following order to docket suit was filed to wit:

Charles E. Tucker,
Asignee of Mortgage,
vs.

Hiram Biscoe,

Mortgagor.

In the Circuit Court for

Queen Anne's County,

in Equity.

To J. Fletcher Rolph, Clerk.

You will please docket suit as per above titling and file therein a certified copy of the mortgage from Hirma Biscoe to J. Frank Harper, dated the fifteenth day of January, in the year Nineteen hundred and eighteen, and recorded in Liber W. F. W. No. 11, folios 325 &c, a land record book for Queen Anne's County aforesaid, and by said J. Frank Harper assigned to said Charles E. Tucker by assignment dated February, 12th, 1921, and recorded among said land records at foot of said mortgage.

This suit to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, by reason of default in the payment of the principal mortgage debt named in said mortgage and by reason of the non payment of the interest covenanted to be paid upon saidprincipal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof and for the non payment of taxes on the property for 1920, as in said mortgage covenanted to be paid.

Also file in said cause the bond accompanying this order.

Chas. E. Tucker.
Assignee of Mortgage.

Filed Feb. 18th, 1921.

Certified Copy of Mortgage from Hiram Biscoe to J. Frank Harper.

Filed Feb. 18th, 1921.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:
Be it remembered that on the Fifteenth Day of January, Nineteen hundred and Eighteen, the following Mortgage was brought to be recorded.
To Wit:

THIS MORTGAGE, Made this fifteenth day of January, in the year nineteen hundred and eighteen, by Hiram Biscoe, (single man) of Queen Anne's County, in the State of Maryland of

WHEREAS, the said Hiram Biscoe is justly indebted unto J. Frank Harper, of Queen Anne's County aforesaid, fro money this day loaned to him, in the full sum of Four Thousand Dollars ($4,000.00), which said sum of Four Thousand Dollars is loaned and advanced to him by said J. Frank Harper for thepurpose of enabling the said Hiram Biscoe to pay the balance of the purchase money for the hereinafter described property sold to said Hiram Biscoe by John Waldron and conveyed to him by the said John Waldron by deed bearing even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to the payment of which said balance of said purchase money the aforesaid sum of Four Thousand Dollars has been fully applied by the said Hiram Biscoe;

AND WHEREAS it is hereby agreed by and between the parties to this mortgage that the said sum of Four Thousand Dollars shall be repaid to the said J. Frank Harper in the following manner, that is to say:- the sum of One Thousand Dollars ($1,000.00) thereof shall be repaid to the said J. Frank Harper at the expiration of one year from the date of this mortgage, with interest thereon in the mean timepayable semi-annually from the said date of this mortgage at the rate of six per centum per annum; and the sum of three thousand dollars ($3,000.00) thereof shall re repaid to the said J. Frank Harper at the expiration of three years from the said date of this mortgage, with interest thereon in

the meantime payable semi-annually from the said date of this mortgage at the rate of six per centum per annum;

AND WHEREAS the said loan was made upon the express precedent agreement that the aforesaid principal sum of Four Thousand Dollars ($4,000.00) and theinterest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of one Dollar, the said Hiram Biscoe does hereby grant and convey unto the said J. Frank Harper, his heirs and assigns, in fee simple, all that tract of land or farm known as "Tottingham," the "Waldron Farm," or by whatsoever other name or names the same may be called or known, situate, lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on one side the land of Charles A. Busteed, the land of the heirs of the late Bowers Payne, and the land of William J. Barton, formerly of Henry Pace, on another side theland of A. Howard Johnson and John T. Bruehl, formerly of James A. Slaughter, on another side the land of Pierce and Phillip Frazier, and on the other side the land of the late Charles Ayres, the lands of Charles Tolson and others, and containing one hundred acres of land, more or less, being the same land that was conveyed to the said Hiram Biscoe by John Waldron by deed bearing even date herewith and recorded orintended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed reference is hereby made for a more particular and definite description of the said land hereby granted and conveyed.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings thereon erected and being.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the timedof sale shall pass to the purchaser of said property.

PROVIDED, that if the said Hiram Biscoe, his heirs, executors, administrators or assigns, shall well and truly pay to the said J. Frank Harper, his executors, administrators or assigns, the aforesaid sum of Four Thousand Dollars ($4,000.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Hiram Biscoe, his heirs and assigns, shall possess said property.

AND the said Hiram Biscoe, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest here by intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, andto insure, and pending this mortgage to keep insured,the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said J. Frank Harper, his administrators or assigns, and to hve the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessenedin value.

BUT, in case of default in payment ofsaid debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said J. Frank Harper, his executors, administrators or assigns, or J. Frank Harper his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notesof the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third,the balance to the said Hiram Biscoe or whoever may be entitled to the same.

AND it is hereby agreed that when default may be made in any covenant of condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said J. Frank Harper, his executors, administrators, or assigns, or J. Frank Harper, his and their said Attorney, shall not be required to receive and accept the principal andinterest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied bythe payment of all expenses in-

curred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustess for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Hiram Biscoe for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the said mortgagor:
Hiram Biscoe.

(SEAL)

Test:
C. S. Jump.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:
I hereby certify that on this fifteenth day of January, in the year nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Hiarm Biscoe and acknowledged the aforegoing mortgage to be his act.

C. S. Jump,
Justice of the Peace.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that,on this fifteenth day of January, in the year nineteen hundred and eighteen, before me, the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared J. Frank Harper, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

C. S. Jump,
Justice of the Peace.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered, that on this Twelfth Day of February, Nineteen Hundred and Twenty-one, the following assignment was brought to be recorded.
To wit:

For value received, I hereby assign the within and aforegoing mortgage unto Charles E. Tucker, for purpose of collection, together with the interest due thereon, from the fifteenth day of July, in the year Nineteen Hundred and Twenty.
Witness my hand and seal this Twelfth Day of February,in the year Nineteen Hundred and Twenty-One.

J. Frank Harper,
(SEAL)

Test:
Ruth Connolly.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that theaforegoing is a truly taken copy from Liber W. F. W. No. 11, Folio 328, etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY, whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 18th Day of February, Nineteen Hundred and Twenty-One.

J. F. Rolph,
Clerk.

Filed Feb. 18th, 1921.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, Charles F. Tucker, of Queen Anne's County, in the State of Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate of the State of Maryland, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND DOLLARS ($7000.00), current money of the United States, to be paid to the State of Maryland aforesaid, or its certain attorney, to which payment well and truly to be made and done we beind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of February, in the year Nineteen hundred and twenty-one.

WHEREAS a certain mortgage from Hirma Biscoe to J. Frank Harper, bearing date the fifteenth day of January, in the year Nineteen hundred and eighteen, and recorded in Liber W. F. W. No. 11, folios 325 &c., a land record book for Queen Anne's County, Maryland, was by the said J. Frank Harper assigned to the said Charles E. Tucker by assignment dated February 12th, 1921, said assignment being recorded among said land records at the foot of said mortgage,

AND WHEREAS the above bounden Charles E. Tucker, as the Assignee as aforesaid of the said above described mortgage, is about to execute the power of sale contained in the said mortgage by making sale of the property described and mentioned in, granted and conveyed by said mortgage default having occured in the terms, conditions and covenants of said mortgage by reason of the non payment of the principal mortgage debt named in said mortgage and by reason of the nonpayment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, and by reason of the non payment of the taxes levied and assessed upon said property at the time when same became due and payable, and by the terms of said mortgage covenanted to be paid by said mortgagor, his heirs, executors, administrators and assigns when same became due and payable;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Charles E. Tucker does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-

B. Hackett Turner. Corporate Seal's Place. Charles E. Tucker (SEAL)

Maryland Casualty Company.

Chas. E. Tucker.
Agent.

H. B. W. Mitchell.
Attorney in fact.

On the back of the foregoing bond was thus endorsed to wit:

Security approved and Bond filed Feb. 18th, 1921.

J. F. Rolph, Clerk.

Report of Sale.
Filed March 17th, 1921.

Charles E. Tucker,
Assignee of Mortgage

vs.

Hiram Biscoe,
Mortgagor.

In the Circuit Court for

Queen Anne's County, in Equity.

Cause No. 2379.

To the Honorable, the Judges of said Court;

The Report of Charles E. Tucker, Assignee of the mortgage hereinafter described, to your Honors, respectfully sets forth:-

1. That default was made under the mortgage mentioned in these proceedings by reason of the non-payment of the principal mortgage debt, the interest due thereon and the taxes for the year Nineteen hundred and twenty, covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being the mortgage from said Hiram Biscoe to J. Frank Harper, bearing date the fifteenth day of January, Nineteen hundred and eighteen, and recorded in Liber W. F. W. No. 11, folios 325, &c., a land record book for Queen Anne's County, Maryland, which said mortgage was by the said J. Frank Harper duly assigned to the said Charles E. Tucker by assignment dated February 12th, 1921, and recorded among said land records at the foot of said mortgage; a copy of which said mortgage duly certified to, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said Charles E. Tucker, Assignee of said mortgage as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by the Clerk approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale in the centreville Record and the Centreville Observer, two newspapers published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said Charles E. Tucker, Assignee of said mortgage as aforesaid, did, pursuant to said notice, attend in fron of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the fifteenth day of March, in theyear Nineteen hundred and twenty one, at the hour of one o'clock P.M. and then and there, in the execution of the power of sale contained insaid mortgage to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said mortgage, that is to say:- That after announcing that the taxes past due and owing for the year Nineteen hundred and twenty would be paid by the person making the sale, and that the wheat crop of about thirty acres more or less would be offered and sold with the land, he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, being all that farm or tract of land known as "Tottingham" the "Waldron Farm" situate lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the lands of Charles A. Busteed, William J. Barton, the Heirs of the late Bowers Payne and others and containing one hundred acres of land more or less, being the same land described in the deed from John Waldron to said Hiram Biscoe, dated the fifteenth day of January, 1918 and recorded in Liber W. F. W. No. 11 folios 324 &c., a land record for said Queen Anne's County, and being improved by two story frame dwelling Stable, barns and other outbuildings, together with the wheat crop of about thirty acres now pitched and growing upon said farm, and sold the said land and crop of growing wheat to Hiram Biscoe, he being then and there the highest bidder therefor, at and for the sum of forty eight dollars per acre, making in the aggregate, the sum of FOUR THOUSAND, EIGHT HUNDRED DOLLARS, ($4800.00), the said vendor files herewith as a part of this Report marked "Exhibit A" and "Exhibit B," the certificates of the publication of the aforesaid advertisement of sale in the Centreville Record, and the Centreville Observer, respectively,

two newspapers published as aforesaid in Queen Anne's County.

Respectfully submitted,

Charles E. Tucker,
Assignee of Mortgage.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this seventeenth day of March ; in the year Nineteen hundred and twenty-one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E. Tucker, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

ASSIGNEE'S SALE OF A VALUABLE FARM.

By virtue of the power of sale contained in the mortgage from Hiram Biscoe to J. Frank Harper, dated January 15th, 1918, and recorded in Liber W. F. W. No. 11 folios 325 etc., a land record book for Queen Anne's County, Maryland, and by said J. Frank Harper assigned to Charles E. Tucker, by assignment date February 12th, 1921, said assignment being recorded among said land record at the foot of said mortgage, the undersigned, Charles E. Tucker, assignee, as aforesaid of said mortgage, will offer for sale at public auction, in front of the court house door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, March 15th, 1921 commencing at the hour ofone o'clock p. m., ALL THAT FARM or tract of land known as "Tottingham", the "Waldron Farm", situate lying and being in Spaniard's Neck, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the lands of Chas. A. Busteed, William J. Barton, the heirs of the late Bowers Payne, and others, containing 100 acres of land, more or less, being the same land conveyed by said mortgage, and being the same land described in the deed from John Waldron to said Hiram Biscoe, dated January 15th, 1918, and recorded among said land records in Liber W. F. W., No. 11, folios 324, etc.

The crop of wheat of 30 acres, more orless, now pitched and growing on said farm will be sold with the land.

The improvements consist of a two-story fram dwelling, stable, barns and other out-buildings.

POSSESSION GIVEN AT ONCE.

Terms, of sale:- One-third Of the purchase money in cash on day ofsale, and the balance of the purchase money to be paid in two equal instalments, payable respectively in one and two years from the day of sale, the credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned, or the whole purchase money may be paid in cash at the option of the purchaser.

Chas. E. Tucker,
Assignee of Mortgage.

NISI

Charles E. Tucker, Asignee,
vs.
Hiram Biscoe.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 2379

ORDERED, This 17th day, f March A. D. 1921, that the sale of the real estate made and reported in this cause by Charles E. Tucker, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of May next; provided a copy of this order be insertedin same newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 20th day of April, next.

The Report states the amount of sales to be $4800.00

J. F. Rolph, Clerk.

True Copy Test J. F. Rolph, Clerk.

Filed March 17th, 1921.

Final Order of Ratification.

Charles E. Tucker,
Assignee of Mortgage
vs.
Hiram Biscoe,
Mortgagor.

In the Circuit Court for
Queen Anne's County,
In Equity.
Cause NO. 2379.

ORDERED, this Sixth day of June in the year Nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the sale made and reported by Charles E. Tucker, Assignee of Mortgage, in the above entitled cause, be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding order nisi, and theperson making sale is allowed the commission and all expenses, for which he may produce vouchers to the auditor and which are named and provided for in the mortgage under which this sale report was made.

Filed June 6th, 1921.

Philimon B. Hopper.

THE CENTREVILLE OBSERVER

Centreville, Md., May 28th, 1921.

The Centreville Observer Publishing Co., hereby certifies that the Order Nisi in the case of Chas. E. Tucker, vs. Hiram Biscoe, Tucker, Assignee, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 20th day of April in the year 1921.

The Centreville Observer Publishing Co.,
By Chas. Walls

Charles E. Tucker,
Assignee of Mortgage,
vs.
Hiram Biscoe,
Mortgagor,

In the Circuit Court for
Queen Anne's County,
in Equity.
Cause No. 2379.

Statement of mortgage indebtedness due and owing under the mortgage mentioned in the aforegoing cause.

To amount of the principal mortgage debt, being the sum of money described in and secured by the mortgage dated January 15, 1918, and recorded in Liber W. F. W. No. 11 folios 325, &c. a land record book for said Queen Anne's County, Maryland, which said mortgage is attached hereto and filed herewith.	$4,000.00
Interest on said principal mortgage debt from July 15, 1920 to January 15, 1921,	120.00
Interest on said principal mortgage debt from January 15, 1921 to March 15, 1921 (day of sale)	40.00
Total amount of principal and interest due and owing March 15, 1921, on said mortgage.	$4,160.00
Attorney's commission of 5% on Mortgage debt.	208.00
	$4,368.00

STATE OF MARYLAND, QUEEN ANNES COUNTY, TO WIT;

I hereby certify that on this Twenty-eighth day of May, in the year Nineteen hundred and twenty-one, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E. Tucker, the Assignee named in the above mentioned mortgage filed herewith and attached hereto, and made oath in due form of law that the aforegoing is a true and correct statement of the principal mortgage debt and the interest thereon to March 15, 1921, due and owing by the Mortgagor under the said above mentioned mortgage, the said original mortgage for the principal mortgage debt secured by the mortgage being hereto attached and filed herewith.

J. F. Relph,
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed May 28th, 1921.

Report and Account of the Auditor.
Filed Sept. 15th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

Charles E. Tucker, assignee of mortgage

versus

Hiram Biscoe, mortgagor.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, auditor, unto Your Honors, respectfully set forth:

That in the within account your auditor has charged Charles E. Tucker, the party making sale of the real estate reported sold in this cause, with the gross amount of the purchase money, per his report of sale filed, and also with the interest paid by the purchaser to September 9th, 1924, the date of settlement with the purchaser, amounting to $925.89, making a total so charged of $5725.89.

That in the within account your auditor has allowed Charled E. Tucker commissions on the amount so charged to him in accordance with the rule of the court and the terms of the mortgage, for his compensation for making sale and collecting interest, the court costs of the suit, auctioneer's charges, bond costs, cost of advertising sale and several orders nisi of the cause, taxes for the year 1920 on the land sold and the auditor's fee.

The balance remaining after these allowances out of the sum so charged is not sufficient to pay the mortgage debt, the interest thereon from July 15, 1924 and the attorney's commissions for the collection of the debt, (See statement below) and is distributed in the within account unto the said Charles E. Tucker, assignee, on account of his mortgage claim.

Respectfully submitted:

Madison Brown,
Auditor.

STATEMENT OF DEBT.

Amount of principal due by a mortgage:	$4000.00
Amount of interest thereon from July 15, 1920 to September 9, 1924:	996.00
Amount of attorney's commissions on principal debt:	200.00
	$5196.00
Cr. amount applied thereto by within account:	5142.48
Balance due by mortgager:	$ 53.52

The proceeds of the sale of the mortgaged real estate of Hiram Biscoe, mortgagor, in account with Charles E. Tucker, assignee of mortgage, party selling said real estate.

Cr.

1921. Mar. 15	By gross proceeds of the mortgaged sale per report filed, to wit:	$4800.00
	By amount of interest received from purchaser from day of sale to Sept. 9, 1924, to wit: the sum of	925.89
		$5725.89

Dr.

" "	To Charles E. Tucker, assignee, for his commissions for making sale, per terms of mortgage, the sum of		$274.03
	To do., for court costs of this cause as follows:		
	Appear fee of C. E. Tucker	10.00	
	Costs, of Clerk of Court	18.75	28.75
	To do., for charges of auctioneer for selling land, to wit:		15.00
	To do., for the cost of his bond with corporate surety thereon filed herein, to wit:		73.00
	To do., for costs of advertising notice of sale in Observer, to wit:		48.63
	To do., for costsof advertising sale and nisi thereon in Centreville Record to wit:		51.75
	To do., for State and County taxes on property sold for year 1920, to wit:		84.75
	To do,, for costs of advertising order nisi as to this account, to wit:		3.00
	To Madison Brown, auditor, for stating this account, to wit:		4.50
	To Charles E. Tucker, assignee of mortgage in payment of his mortgage claim this balance, to wit, the sum of	5142.48	
		$5725.89	$5725.89

September 10, 1924.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

Charles E. Tucker, Assignee

vs.

Hiram Biscoe

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2379.

ORDERED, This 15th day of September in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of October, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of October 1924 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed September 15th, 1924.

Queen Anne's County to wit: Be it remembered that on the 3rd day of June inthe year nineteen hundred and twenty one, the following order to Docket Suit was filed in order to wit:

Madison Brown, Attorney namedin Mortgage

versus

Lemuel Powell and Naomi Powell, his wife.

In the Circuit Court for Queen Anne's County in Equity.

J. F. Rolph, Clerk:

Docket suit in accordance with above titling, make and file in papers of said suit a certified copy of the mortgage from Lemuel Powell and Naomi Powell, his wife, to Anna A. Jump, dated May 20, 1921, and recorded in Liber W. F. W. No. 11, folios. 567 land record of your county.
Enter my appearance for the plaintiff.

Madison Brown,
Atty. for Plaintiff.

Filed June 3rd, 1921.

Certified Copy of Mortgage from Lemuel Powell and wife to Anna A. Jump.
Filed June 3rd, 1921.

Queen Anne's County, To wit:
BE IT REMEMBERED, That on the twentieth day of May in the year nineteen hundred and eighteen the following Mortgage was brought to be recorded:

THIS MORTGAGE, Made this twentieth day of May in the year nineteen hundred and eighteen, by Lemuel Powell and Naomi Powell, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Anna A. Jump, of Caroline County, in the State aforesaid, party of the second part.

WHEREAS, the said Lemuel Powell is justly indebted unto the said Anna A. Jump, in the full sum of fifteen hundred dollars, cash loaned by the latter to the former, and which sum it is hereby agreed shall be repaid unto the said party of the second part at the expiration of two years from the date of this mortgage, it being further agreed that interest shall be paid thereon by the said Lemuel Powell from the date of this mortgage furing the period of time above mentioned semi-annually.

And Whereas it was a condition precedent to said loan that this mortgage should be given to secure the sum so loaned and the interest thereon to accrue and should be paid as aforesaid.

NOW THIS MORTGAGE WITNESSETH: that inconsideration of the premises and the sum of one dollar, the said Lemuel Powell and Naomi Powell, his wife, do hereby grant and convey unto the said Anna A. Jump, his heirs and assigns forever, the two following described lots or parcels of land, to wit:

PARCEL No. 1. All that lot or parcel of land called or known as "Lot No. 3 of Chestertown Farm Gardens" situate, lying and being in the Second Election District of Queen Anne's County, State of maryland, on the public road called "The Back Road" leading from the Centreville-Chestertown State Road into that section of Queen Anne's County called "Double Creek", adjoining the lands of Walter Elburn, William E. Ringgold, those of Claude F. Parks but formerly of the said Lemuel Powell, and also adjoining theland hereinafter described as "Parcel No. 2"; being the same land described in the deed unto the said Lemuel Powell from Claude F. Parks and Ida Skipper-Parks, his wife, dated April 27th, 1918, and intended to be filed for record with this mortgage and so that the same can be recorded among the land record books of said countyimmediately preceding the recording of this mortgage; being subject to the mortgage thereon from Gilbet Smith to the Kent Building and Loan Company described in the deed mentioned.

PARCEL No. 2. All that lot or parcel of land called or known as "Lot No. 2 of Chestertown Farm Gardens" situate, lying and being in the Second Election District on the public called "The Back Road" mentioned above, adjoining the lot of land described above, the land of R. C. Williams, and the land of Claude F. Parks formerly that of Lemuel Powell, and containing 8.3 acres of land, more or less; being the same land, described as "Lot No. 2" in the deed to the said Lemuel Powell from The Kent County Land Company, dated January 29, 1915, and recorded in Liber W. F. W. No. 6, folios 459 &c., a land record book for said county.
Lot described above as "Parcel No. 1" is the same lot described as "Lot No. 3", and the lot described above as "Parcel No. 2" is the lot described as "Parcel No. 2" on the map bearing the title "Faithful or Everett Farm, sub-divided by Kent County Land Company," made by G. B. Taylor, Civil Engineer, and recorded in Liber W. F. W., No. 5., folios 87, a land record book of Queen Anne's County aforesaid.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the building and improvements thereon erected and being.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops,pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the saiD Lemuel Powell, his heirs, executors, administrators or assigns, shall well and truly pay to the said Anna A. Jump, her executors, administrators or assigns, the aforesaid sum of fifteen hundred dollars when and as the same shall become due and payable as above set forth, and also the interest thereon to accrue and be paid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and theirpart to be performed, then this mortgage shall be void; and until default be made in the premises the said Lemuel Powell, his heirs and assigns, shall possess said property.

AND the said Lemuel Powell,for himself, his heirs, executors, and administrators, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levid or that may be levied thereon and on the property hereby conveyed; all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keepinsured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Anna A. Jump, her executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of the mortgage now resting on Parcel No. 1 as above set forth, until paid, and then to payment of this mortgage, and to deliver, upon demand, to the mortgagee he executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Anna A. Jump, her executors, administrators or assigns, or Madison Brown, Attorney at Law, of Queen Anne's County, aforesaid, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, aforesaid, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Lemuel Powell or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said Anna A. Jump, her executors, administrators or assigns, or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all espenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Lemuel Powell for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

In Testimony Whereof the SAID PARTIES OF THE FIRST PART do hereunto subscribe their names and affix their seals the day and year above written.

LEMUEL POWELL (SEAL)
NAOMI V. POWELL (SEAL)

Test:
J. McK. Tilghman.

STATE OF MARYLAND, Queen Anne's County,Sct: I hereby certify that onthis twentieth day of May--inthe year nineteen hundred and eighteen, before me, the subscriber a Justice of the Peace,of the State of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Lemuel Powell and Naomi Powell, his wife, and they did each acknowledge the aforegoing mortgage to be their respective act.

J. McK. Tilghman
Justice of the Peace.

STATE OF MARYLAND, Queen Anne's County, Set; I hereby certify that on this twentieth day of May, nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, agent of Anna A. Jump, the within named mortgagee, and he did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and he did further make oath in due form of law that he the agent of the said Anna A. Jump.

J. McK Tilghman,
Justice of the Peace.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W., No. 11 Folio 567 &c., one of the Land Record Books of Queen Anne's County.

In Testimony, Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court of Queen Anne's County, this third day of June, in the year nineteen hundred and twenty-one.

J. F. Rolph, Clerk.

Filed June 3rd, 1921.

BOND.
Filed June 22nd, 1921.

State of Maryland, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and THE AMERICAN SURETY COMPANY OF NEW YORK, a corporation duly created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand ($5,000.00) dollars, lawfuly money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally. Sealed withour seals and dated this twenty second day of June, nineteen hundred and twenty one.

WHEREAS default has occurred in the terms, provisions and conditions of a certain mortgage from Lemuel Powell and Naomi Powell, his wife, to Anna A. Jump, dated May 20, 1918, and recorded in Liber W. F. W. No. 11, fols. 567 &c., a land record book of said county made to secure the payment of fifteen hundred dollars with certain interest thereon, by reason of the non-payment of the said principal debt secured by said mortgage, the interest due on said mortgage debt on November 20, 1920, and by reason of the non-payment of the state and county taxes leviedon the mortgaged property for the year 1920 at the time named by law for the payment of the same.

WHEREAS the said Madison Brown, who is named in said mortgage as the attorney to execute the power of sale therein contained in case of default in the terms, conditions and provisions of said mortgage, is about to make sale of the mortgaged property because of the default in the terms of said mortgage as hereinbefore set forth.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Madison Brown shall abide by and perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property orthe proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and effect in law.

Signed, sealed and delivered in the presence of

Mary E. Forman

Corporate Seal's Place.

Madison Brown

THE AMERICAN SURETY COMPANY OF NEW YORK
by Madison Brown,
Its Attorney in Fact.

On the back, of the foregoing bond was thus endorsed to wit:
Security approved and Bond filed June 22nd, 1921.

J. F. Rolph, Clerk.

ATTEST:

June 22, 1921.

COUNTERSIGNED

By J. Lemuel Roberts.

Report of Sale.

Filed June 29th, 1921.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Attorney named in mortgage, versus	Chancery Docket Cause
Lemuel Powell and Naomi Powell, his wife, mortgagors.	No.

To the Honorable, the Judges of said court:

The report of Madison Brown, Attorney named in mortgage, unto Your Honors respectfully sets forth:

1. That prior to the date of the sale hereinafter mentioned default had occurred and was existing on the day of the date of said sale in the terms, conditions and provisions of a mortgage from Lemuel Powell and Naomi Powell, his wife, to Anna A. Jump, dated May 20, 1918, and recorded in Liber W. F. W. No. 11, fols. 567 &c., a land record book of said county, made to secure the payment of the principal sum of fifteen hundred dollars, and certain interest, by reason of the non-payment of the principal debt aforesaid, the non-payment of the interest due thereon November 20, 1920, and by reason of the non-payment of the state and county taxes levied on the mortgaged property for year 1920 and due January 1, 1921.

2. That prior to the day of the sale hereinafter mentioned the said Madison Brown, who is named in said mortgage as a party authorized and empowered to execute the power of sale therein contained in case of default as hereinbefore set forth, filed with the clerk of the court a bond to the State of Maryland in the penalty of the sum of five thousand dollars conditioned as required by law in cases of foreclosure of mortgages under power of sale for the foreclosure of said mortgage hereinbefore described, which said bond the said clerk approved as to amount and surety thereon.

3. That prior to the sale hereinafter mentioned the said Madison Brown gave notice of the terms, time and place of said sale by advertisement inserted in the Centreville Record, a newspaper published in Centreville in said county, for more than twenty days before the day of sale, to wit: once a week for four successive weeks before the day of sale, and also by advertisement inserted in the Chestertown a newspaper published in Chestertown, a town located within two milesof the mortgaged property; a certified copy of the advertisement first mentioned is filed herewith as a part of this report.

4. That the said Madison Brown did in accordance with the terms of said advertisement attend in front of the Court House door in the town of Centreville, in said county, on Tuesday, June 28, 1921, at the hour of two o'clock P. M., and then and there proceeded to make sale of the mortgaged property under, by virtue and in execution of the power and authority conferred upon by said mortgage as aforesaid, in the following manner, to wit: The said Madison Brown, after reading the said advertisement, did offer at public sale to the highest bidder all that lot of land described in said mortgage and consisting of two lots of land known respectively as Lot No. 2 and Lot No. 3 of Chestertown Farm Gardens, containing 17.34 acres of land, more or less, and more recently called or known as The Lemuel Powell Property, located on the orad branching from the Chestertown-Centreville State Road at farm called "James T. Anthony Farm" and running to Round Top, adjoining the lands of Walter Elburn and Mr. Moffit and another lot of late Lemuel Powell located on both of said roads and intersection thereof, and did then and there sell said mortgaged property unto Hans C. Hanson and Sarah Hanson, his wife, as tenants by the entireties, they being then and there the highest bidders for said property, at and for the sum of forty eight hundred dollars.

forty eight hundred dollars.

5. That said purchasers have paid unto said vendor the sum of five hundred dollars on account of said purchase money, but have made no further compliance with the terms of sale.

6. That in addition to the advertised terms, the said property was sold subject to the following additional terms: that possession of the mortgaged property except that part now in process of cultivation by one Raymond Younger would be given as soon as the terms of said had been complied with; that said Raymond Younger wouldhave the right to cultivate the land now being cultivated by him until he had harvested his growing crops; that said Raymond Younger had agreed to deliver one half of the said crops to the purchaser of the mortgaged property; that the purchaser would have the right to receive as his own one half of the crops to be so produced by said Raymond Younger; that all costs of title papers, including revenue stamps for the deed from said vendor would be borne solely by the purchaser.

Total amount of sales, $4800.00

Respectfully submitted,

Madison Brown
Attorney named in mortgage.

State of Maryland, Queen Anne's County, SCT:

I hereby certify that on this 29th day of June, nineteen hundred and twenty one, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, above named, and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that said sale was fairly made.

J. F. Rolph, Clerk.

Filed June 19th, 1921.

PUBLIC SALE OF REAL ESTATE.

Default having occurred in themortgage from Lemuel Powell and Naomi Powell, his wife, to Anna A. Jump, dated May 20th, 1918 (recorded in Liber W. F. W. No. 11 fols. 567 &c., a land record book of Queen Anne's County,) the undersigned, attorney in said mortgage to sell the mortgaged property, willoffer at public sale to highest bidder, in front of Court House door in town of Centreville, Queen Anne's County, Maryland at 2 o'clock P. M. on Tuesday, June 28th, 1921. ALL THAT LOT OF LAND called or knownas "The Lemuel Powell Property," situated in Second District of said county,-on right side of the public road branching from Chestertown-Centreville State road at James Anthony Farm, and leading to Round Top, containing 17.34 acres of land more or less.

This land adjoins that of Walter Elburn and Mr. Moffitt, and that other lot of said Lemuel Powell, which is located on State Road, and is composed of Lot No. 2 and Lot No. 5 of Chestertown Farm Gardens, but which will be sold as a whole. Improvements consist of Frame Dwelling in fine repair, Stable and Loft, Shed and Hen House, all new. The dwelling contains 2 rooms, kitchen and reception hall on first floor, 3 rooms and hall on second floor, and large room in attic. A nice porch extends along whole front and part of side of dwelling. This property is located within a short distance of Chestertown and willmake a nice country home. All the land is in cultivation and produces fine crops.

Terms of Sale--One-thirs of the purchase money in cash on ratification of sale; balance in two equal instalments payable one and two years from day of sale; or all cash at option of purchaser; all deferred payments to bear interest and to be secured by notes of purchaser with security thereon to be approved by undersigned. A cash deposit of $500 will be required at time of sale. Further particulars made known on day of sale.

Madison Brown,
Attorney named in Mortgage.,

T. F. Seward, Auct. Centreville, Md.

THE CENTREVILLE RECORD.

Centreville, Md. June 28th, 1921.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Madison Brown, Atty., named in mortgage vs. Powell a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st insertion being June 4th, 1921) before the 28th day of June in theyear 1921.

The Centreville Record Publishing Co.

Filed June 29th, 1921.

By E. H. Brown, Jr.

ORDER NISI.

Madison Brown, Attorney named in mortgage
vs.
Lemuel Powell and Naomi Powell, his wife.

In the Circuit Court
For Queen Anne's County,
In Equity.

Chancery No. 2349.

Ordered, This 29th day of June, A. D., 1921, that the sale of the real estate made and reported in this cause by Madison Brown, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd day of August next.

The report states the amount of sale to be $4800.

J. F. Rolph, Clerk.

True copy---Test.

J. F. Rolph, Clerk.

Filed June 29th, 1921.

THE CENTREVILLE RECORD.

Centreville, Maryland. Sept. 1, 1921.

The Centreville Record Publishing Co., hereby certifies that the Order Nise in the case of Brown, atty., vs. Lemuel Powell and wife, chy. 2394 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insertion July 21st, 1921) before the 3rd day of August in the year 1921.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Attorney named in mortgage,
versus
Lemuel Powell and Naomi Powell, his wife, mortgagors.

Chancery Docket, Cause No. 2394.

Statement of the mortgage debt due by the mortgage mentioned in above entitled cause.

Amount of the principal debt due bysaid mortgage,	$1500.00
Interest due on said mortgage debt on November 20, 1920, due Naomi Powell,	45.00
Interest due on said mortgage debt on May 20, 1921.	45.00
Principal and interest due, Anna A. Jump	$1590.00
Add 5 per cent attorney's commissions of Madison Brown, in whose hands said mortgage has been placed for collection	79.50
	$1669.50

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this fifteenth day of September, in the year nineteen hundred and twenty one, before me, the subscriber, the clerkof the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown and he did make oath in due form of law that he is the attorney named inthe mortgage above mentioned; that he has the collection of the interest on said mortgage since themortgage wasgiven; that default had occurred in said mortgage by reason of the non-payment of the interest due November 20, 1920, and May 20, 1921, as above set forth; that the interest due Anna A. Jump on November 20, 1920, was paid to her by Naomi Powell, wife of said Lemuel Powell, and one of his heirs at law, with the understanding with said Naomi Powell should be subrogated to the rights of the said Anna A. Jumpunder said mortgage to the extent of said interest so paid by sequent to her, said Anna A. Jump; that said interest so paid by Naomi Powell was paid after the death of the said Lemuel Powell and for the purpose of avoiding foreclosure proceedings then threatened; that the aforegoing statement is a true statement of the debt due by and under said mortgage to the best of the knowledge and belief of him, the said Madison Brown; that said mortgage has heretobefore been placed in hands of said Madison Brown for collection; that certain taxes are also due on said property.

Sworn before.

J. F. Rolph, Clerk.

Filed Sept. 15th, 1921.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Attorney named in Mortgage
versus
Lemuel Powell and Naomi Powell, his wife.

Chancery Docket. Cause No. 2394.

Ordered, this Sixteenth day of September, in the year nineteen hundred and twenty one, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, that the sale of the real estateof Lemuel Powell and Naomi Powell, his wife, described and set forth in the within and aforegoingreport of sale be and the same is hereby finally ratified and confirmed, no cause to the contrary thereofhaving been shown, although it appears that notice has been given in accordance with the preceding order or order nisi heretofore passed in this cause in relation to said sale; and it is further ordered, that the papers of the aforesaid cause be and they are hereby refreed to Madison B. Bordley, Special Auditor, with instructions to state and account between said sale and Madison Brown, the party making the said sale.

Philimon B. Hopper.

Filed Sept. 16th, 1921.

Be it remembered that on the twenty seventh day of March in the year nineteenhundred and twenty two, the following order to Docket Suit was filed to wit:

Thomas J. Keating, Attorney named in Mortgage.
vs.
Ida M. Bright,
Mortgagor.

In the Circuit Court
for
Queen Anne's County
in Equity.
Foreclosure proceedings.

To J. F. Rolph, Clerk:-

You will docket suit asper the above titling for the foreclosure of the Mortgage from Ida M. Bright to Frank S. Dudley, dated August 21st, in the year 1918, and recorded in Liber J. F. R. No. 1 folio 188 &c., You will file in said suit a certified copy of said Mortgage and the bond of the Attorney named in said Mortgage.

Filed March 27th, 1922.

Thomas J. Keating.
Attorney named in Mortgage.

MORTGAGEE OR ATTORNEY'S BOND.

Filed March 27th, 1922.

KNOW ALL MEN BY THESE PRESENTS, THAT WE Thomas J. Keating of Queen Anne's County, State of Maryland, and the FIDELITY AND DE OSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound un - to the State of Maryland, in the full and just sum of Six Thousand Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Twenty-seventh day of March in the year of our Lord one thousand nine hundred and Twenty-two.

WHEREAS, the above bounden Thomas J. Keating by virtue of a power contained in a mortgage from Ida M. Bright to Frank S. Dudley dated August 21st, 1918 and recorded in Liber J. F. R. No. 1 folio 188 &c., one of the Land Record Books of Queen Anne's County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Thomas J. Keating, the Attorney named therein to make sale, is about to execute the power vested inhim in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, Thomas J. Keating, does and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

L.P. Keating

Corporate Seal's Place.

Thomas J. Keating (SEAL)

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
Per J. F. Rolph,
Attorney in Fact.
Attest: Spencer Wright.

On the back of the foregoing bond was thus endorsed to wit:
Security approved and Bond filed March 27th, 1922,
J. F. Rolph, Clerk.

Certified Copy of Mortgage, from Ida M. Bright to Frank S. Dudley.

Filed March 27th, 1922.

QUEEN ANNE'S COUNTY, TO WIT: Be, t remembered that On the twenty-first day of August, in the year nineteen hundred and eighteen, the following Mortgage was brought to be recorded, towit:

THIS MORTGAGE, Made this twenty first day of August, in the year nineteen hundred and eighteemby Ida M. Bright, widow, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Ida M. Bright has from Frank S. Dudley of Baltimore City, in said State, the sum of Five Thousand Dollars and has agreed to pay unto said Frank S. Dudley, his executors, administrators or assigns, said sum of Five Thousand Dollars at the expiration of Three Years from the date hereof and to pay the interest thereon in the mean time semi annually from the date hereof and to secure the payment of said principal debt and interest by the execution of this mortgage, the agreement to make said payments and to secure the same being a condition precedent to the making of said loan.

NOW, therefore, This Mortgage Witnesseth that, in consideration of the premises and of thesaid sum of Five Thousand Dollars, receipt where is hereby acknowledged the said Ida M. Bright does hereby grant and convey unto the said Frank S. Dudley, his heirs and assigns, in fee simple the following real estate, to wit:

All that tract of land, known as "Stevens Delight" or "The Ringgold Farm" or by whatsoever name or names the same may be called or known, situate adjoining the village of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on a branch of Coxes Creek, on the right side of the Chester- Stevensville Public Road and also on the right side of the Stevensville-Love Point Road, and on both sides of the M. D. & V Railway, containing One Hundred and Eighty Five Acres of land, more or less, being the same and all the land described in the deed to Ida M. Ringgold (now the said Ida M. Bright) in the deed from William J. Price, Assignee, and Vendor, dated August 18, 1896, and recorded in Liber W. H. C., No. 5, folios 19 &c., a land record book for Queen Anne's County, Maryland, except that part of said farm cut off from said original farm as described in said deed by a new road or street leading fromthe Chester-Stevensville Road to the M. D. & V. Railway property and laid off in building lots numbered from 1 to 233 inclusive as shown on the Plot of said Lots now of record in Liber W. F. W. No. 7, folios 333 a Land Record Book for Queen Anne's County, aforesaid and excepting also the land described in the deed from Ida M. Bright to The County Commissioners of Queen Anne's County dated September 7th, 1916, and recorded among said Land Record Books in Liber W. F. W., Number 9, folio 309, containing forty-two one hundredths of an acre of land, and excepting also the one acre of land on the North side of the railroad conveyed to W. J. T. Stevens in the deed from said Ida M. Bright dated June 25th, 1917, and recorded in Liber W. F. W. No. 10, folio 426 a land record book aforesaid, to which said first mentioned deed from William J. Price, Assignee and Vendor, to the said Ida M. Ringgold and the references therein contained reference is hereby specially made.

TOGETHER with all rights, rOads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Ida M. Bright, her heirs, executors, administrators or assigns, shall well and truly pay to the said Frank S. Dudley his executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars and all interest to accrue thereon when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on her and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Ida M. Bright, her heirs and assigns, shall possess said property.

AND the said Ida m. Bright, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least, the insurable value thereof, in some Company or Companies approved by the said his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the Mortgagee, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Frank S. Dudley, his executors, administrators or assigns, or THOMAS J. KEATING their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party selling may deem expedient, for cash, or for cash and credit at the option of the person making the sale, the credit payments, if any, to bear interest fromday of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then maturedor not; and,third, the balance to the said Ida M. Bright, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Frank S. Dudley, his executors, administrators, or assigns, or THOMAS J. KEATING, their said Att rney, shall not be required to receive and accept the principaland interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Ida M. Bright for herself, her heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the Grantor.

IDA M. BRIGHT, (SEAL)

Test:
C. S. Jump.

State of Maryland,

Queen Anne's County, To Wit:

I hereby certify that on this twenty first day of August in the year nineteen hundred and eighteen before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Ida M. Bright, and did acknowledge the aforegoing mortgage to be her act and deed.

And at the same time before me also personally appeared Thomas J. Keating, Agent for the mortgagee, Frank S. Dudley, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

And the said Thomas J. Keating also at the same time further made oath before me in due form of law that he is the duly authorized agent of the said mortgagee, Frank S. Dudley, to make the oath as to the consideration stated in the aforegoing mortgage.

C. S. Jump,
Justice of the Peace.

STATE OF MARYLAND,

Queen Anne's County, To Wit:

I hereby certify that the aforegoing mortgage is truly taken and copied from Liber J. F. R., No. 1, folio 188 etc., a Land Record Book for Queen Anne's County.

IN TESTIMONY, Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th day of March in the year Nineteen hundred and twenty-two.

Filed March 27th, 1922.

J. F. Rolph, Clerk.

Report of Sale.
Filed April 19th, 1922.

THOMAS J. KEATING, Attorney named in Mortgage, Plaintiff,

vs.

IDA M. BRIGHT, Mortgagor, Defendant.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

IN EQUITY.

Foreclosure Proceedings.

REPORT OF SALE.

To the Honorable, the Judges of said Court:-

The Report of Thomas J. Keating, attorney named in mortgage as hereinafter set forth, to your Honors respectfully shows;

1. That default was made by themortgagor inthe payment of the mortgage debt, interest, and costs and taxes secured by the mortgage from Ida M. Bright to Frank S. Dudley, dated August 21, 1918, and recorded in Liber J. F. R. No. 1, folios 188 &c., a Land Record Book for Queen Anne's County, Maryland, and that the said Thomas J. Keating is the attorney named in said mortgage to execute the power of sale contained in said mortgage.

2. That, after giving bond, with security duly approved by the Clerk of this Court, for the foreclosure of said mortgage under thepower of sale contained in said mortgage, and after giving noticeof the time, place, manner and terms of sale by advertisement inserted in the Centerville Observer and in the Centreville Record, two weekly newspapers, for more than three successive seeks (being more than twenty days) before the day of sale, the said Thomas J. Keating did, pursuant to said advertisement and notice, attend in front of the Court House in the town of Centreville, Queen Anne's County, Maryland, between the hours of one and two o'clock P.M. on Tuesday, April 18th, in the year 1922, and did then and there proceed to sell the real estate conveyed by said mortgage upon the terms set forth in the advertisement and notice of sale, the said real estate as sold consists of the farm or tract of land, known as "Stevens Delight" or "The Ringgold Farm", or by whatsoever name or named the same may be called or known, situate adjoining the village of Stevensville, in the fourth Election District of Queen Anne's County, Maryland, on a branch of Fox's Creek, located on the right or north said of the public road leading into Stevensville from Chester and on the right or east side of the right of way or new street leading fromthe aforesaid Stevensville-Chester Road to the M.D. and V. Railway and the Cannary Property and also on the right or east side of the public road leading from Stevensville Station to Love Point, adjoining the said Cannary Property, said Railway Property(being on both sides of said Railway,) and adjoining the lot of W. J. T. Stevens immediately on the opposite side of the railroad from Stevensville Station, and adjoining also the farm of Welfred Carter, the "Lowery Farm", the lots of William Kirby, of Daniel Smith, of Charles Heath, of Jeane Cromwell and the lots of others, being part of the tract of land or farm described in the deed to Ida M. Ringgold, (now Ida M. Bright) by deed from William J. Price, assignee and vendor, dated August 18, 1896, and recorded in Liber W. H. C. No. 5, folios 19 &c., a land record book for Queen Anne's County, and now containing one hundred and eighty five acres of land, more or less, and sold said tract of land as herein described to the body corporate, The Queen Anne's National Bank of Centreville, which was then and there the highest bidder therefor, at and for fifty dollars an acre for the 185 acres, more or less, aggregating the sum of Nine Thousand Two Hundred and Fifty Dollars. The said purchaser has made a cash deposit of one thousand dollars on account of the aforesaid purchase money.

The announcement was made that the land on the South side of the rail road would be sold subject to the tenancy of the present tenant, Boyle, for the year 1922, and the purchaser would be entitled to the Landlord's share of the annual crops of 1922, the taxes to January 1, 1922, to be paid from the proceeds of sale, and that possession of the land on the North side of the rail road would be given upon ratification of sale and compliance with terms of sale.

A certified copy of the aforesaid mortgage has been directed filed in the above cause and a copy of the advertisement of sale with a certificate of the publication thereof is filed herewith.

Respectfully submitted,

Thomas J. Keating,
Attorney named in mortgage.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 19th day of April, inthe year 1922, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, attorney named in mortgage as aforesaid, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that sale therein reported was fairly made.

J. F. Rolph, Clerk.

Thomas J. Keating, Attorney nmmed in Mortgage,
vs.
Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity.
Order Nisi.

Ordered this 19th day of April, in the year 1922, that the sale of the real estate made by Thomas J. Keating, attorney named in the mortgage from Ida M. Bright to Frank S. Dudley, dated August 21st, 1918, and recorded in Liber F. F. R. No. 1, folios 1887c., a land record book for Queen Anne's County, and reported in the above proceedings, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of June, 1922; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, one in each of four successive weeks before the 22nd day of May next. The report shows the amount of sales to be $9250.00.

J. F. Rolph, Clerk.

Filed April 19th, 1922.

Thomas J. Keating, Attorney named in mortgage,
vs.
Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity.
Final order of ratification.

Ordered this twenty-seventh day, of June, in the year 1922, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sales made and reported in the above proceedings by Thomas J. Keating, attorney named in mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been duly given as directed in the previous order nisi.

The attorney making the sale is allowed the commissions and all expenses not personal, upon ptoducing the vouchers therefor beforethe auditor, provided by the Mortgage.

Philemon B. Hopper.

Filed June 30th, 1922.

Certificate of Publication of Advertisement.
Filed April 19th, 1922.

Mortgage Sale of Valuable Farm on Kent Island.

By virtue of the power of sale contained in the mortgage by Ida M. Bright to Frank S. Dudley, dated August 21st, 1918, and recorded in Liber J. F. R. No. 11folios 188, etc., a land record book for Queen Annes County, Maryland, the undersigned, attorney named in said mortgage to make sale of the mortgage property, default having occurred under the terms of said mortgage, will sell at public sale in front of the Court House, in Centreville, Maryland, on Tuesday, April 18, 1922 between the hours of one and two o'clock p.m., the following real estate, to wit: THE TRACT OF LAND OR FARM, conveyed by the aforesaid mortgage, known as "Stevens Delight," or "The Ringgold Farm," or by whatsoever name or names the same may be called or known, situate adjoining the village of Stevensville on Kent Island, in the fourth election district of Queen Anne's County, Maryland, and on the branch of Cox's Creek, located on the rightside of the Chester-Stevensville road and also on the right side of the Stevensville-Love Point road and on both sides of the M. D. & V. Railway property, containing one hundred and eighty-five acres of land, more or less, being the tract of land or farm described in the deed to Ida. M. Ringgold (now Ida M. Bright), from William J. Price, assignee and vendor, dated August 18th, 1896, and recorded among the aforesaid land record books in Liber W. H. C. No. 5 folios 19, etc. excepting the M. D. & V. railway property, the property heretofore conveyed by the said Ida M. Bright to the county commissioners of Queen Annes County, the lot on the north side of the railroad conveyed by the said Ida M. Bright to W. F. T. Stevens and that part of said farm heretofore laid off into building lots as shown on the plot of said lots recorded in Liber W. F. W. No. 7, folios 333, etc.

This farm is beautifully and conveniently located and is especially desirable for residence purposes or for investment. The improvements consist of brick dwelling, frame stable and necessary outbuildings. The land is almost all arable and of splendid quality.

Terms of sale: One-third of purchase money payable in cash on day of sale and the remainder thereof in two equal installments payable respectively in one and two years from dayof sale; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the attorney making sale; or all cash at the option of the purchaser. A cash deposit of $1000.00 required at the time of sale.

Thomas J. Keating.
Attorney named in mortgage, vendor.
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., April 18th, 1922.

The Centreville Observer Publishing Co. hereby certified that the Mortgage sale of Kent Island Farm in the case of Thomas J. Keating, attorney named in mortgage; Ida M. Bright to Frank S. Dudley a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks beforethe eighteenth day of April in the year 1922.

The Centreville Observer Publishing Co.

By Charles Walls.

Filed April 19th, 1922.

ORDER NISI.

ThOmas J. Keating, attorney named in mortgage, vs. Ida M. Bright, mortgagor, vs.

In the CIrcuit Court for Queen Anne's County, in Equity.

Ordered this 19th day of April, in the year 1922, that the sale of the real estate made by Thomas J. Keating, attorney named in the mortgage from Ida M. Bright to Frank S. Dudley, dated August 21st, 1918, and recorded in Liber J . F. R. No. 1 folios 188, etc., aland record book for Queen Anne's County, and reported in the above proceedings, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of June 1922; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, one in each of four successive weeks before the 22nd day of May next. The report shows the amount of sales to be $9,250.00

J. F. Rolph, Clerk.

True Copy:- Test:

J. F. Rolph, Blerk.

Filed April 19th, 1922.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 26, 1922.

The Centreville Observer Publishing Co., hereby certifies that the Order Nisi in the case,of Thomas J. Keating, atty named in mortgage vs. Ida M. Bright, mortgagor, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks-before the 22nd day of May in the year 1922.

The Centreville Observer Publishing Co.

Filed June 26th, 1922. By Wm. J. Price, Jr.

Statement of Mortgage Debt, Interest &c.

Filed June 26th, 1922.

Thomas J. Keating attorney named in Mortgage. Plaintiff	In the Circuit Court for Queen Anne's County, in Equity.
vs.	
Ida M. Bright, Mortgagor, Defendant.	Chancery No. 2429.

Statement of Mortgage Debt, Interest &c.

Amount of Mortgage Debt secured by Mortgage from Ida M. Bright to Frank S; Dudley dated Aug. 21st, 1918, and recorded in Liber J. F. R. No. 1 folio 188 &c., a land record book for Queen Anne's County, Maryland. $5000.00

Interest from Aug. 21, 1919 to April 18, 1922 800.00

Total of Mortgage Debt and Interest. $5800.00

Amount of Attorneys Commissions on Mortgage Debt and Interest 290.00

Total $6090.00

State of Maryland

Queen Anne's County, to wit:-

I hereby certify that on this day of June, in the year 1922, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, the Attorney named in the aforegoing Mortgage and who made sale under the aforegoing proceedings, and made oath in due form of law that the aforegoing statement of the Mortgage Debt, Interest and Attorneys Commissions is true to the best of his knowledge and belief, and that the State and County Taxes upon the real estate described in said Mortgage are due and owing for the years 1920 and 1921.

J. F. Rolph,
Clerk.

Filed June 26th, 1922.

Report and Accountof the Auditor.

Filed June 30th, 1922.

In the Circuit Court for Queen Anne's County in Equity.

Thomas J. Keating, Attorney named in Mortgage,
versus
Ida M. Bright, mortgagor.

Chancery Docket,
Cause No. 2429.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging unto Thomas J. Keating, the party making the sale of the mortgaged property herein reported, the amount of the gross sale so made by him, and then by allowing him thereout his commissions on gross sales, per terms of mortgage, the court costs of the sale, the costs of advertising the same and the several orders nisi of the cause, costs of bond of vendor and auctioneer's fee. Then there is allowing unto Frank S. Dudley, mortgagee, the amount of his mortgage claim. The balance remaining is then left in the hands of the vendor subject to the futurs order of this court.

Madison Brown, Auditor.

June 30,
1922.

The proceeds of the sale of the mortgaged real estate of Ida M. Bright, mortgagor, in account with Thomas J. Keating, attorney named in mortgage to make sale, party making the mortgage sale.

Cr.

1922 April 18 By gross proceeds of the mortgage sale per report of sale filed in this cause, to wit: $9250.00

Dr.

" "

To Thomas J. Keating, attorney named in mortgage, party making sale of the mortgaged real estate mentioned in this cause, for his commissions for making said sale, per terms of mortgage, the sum of		$415.00
To do., for the costs of advertising notice of sale in Centreville Observer and also costs of advertising in same paper the several orders nisi of this cause, per bill for same,		53.00
To do., for the costs of advertising the notice of sale in Centreville Record, per bill for same..		51.75
To do., for the court costs of this cause per bill of costs made by clerk of court, as follows: Appear. fee of T. J. Keating, Plaintiff's Attorney,	$10.00	
Costs of J. F. Rolph, clerk,	18.75	28.75
To do., for the amount of charges of Elmer Anthony for crying mortgage sale, to wit:		25.00
To do., for the costs or premium of the bond filed by him in this cause with corporate surety thereon, due to said surety, to wit:		24.00
To William T. Keating, Treasurer, for amount due him for taxes levied onmortgaged property for year 1920, and certain costs thereon, and interest on said taxes to day of sale, per statement of taxes filed in this cause, to wit:		243.33
To William T. Keating, Treasurer, for amount due him for taxes levied onmortgaged property for year 1921, and certain costs and interest on taxes to day of sale, pwr tax statement filed in this cause, to wit:		204.43
To Frank S. Dudley, mortgagee, for the amount of the mortgage debt due to him on the day of sale mentioned in this cause, per statement of mortgage debt filed in this cause, to wit:		6090.00
To Madison Brown, auditor, for stating this account to wit:		9.00
To balance of sale, subject to future order of this court, to wit:		2105.00
	$9250.00	$9250.00

Cr.

By balance of sale, being subject to future of court $2105.74

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Attorney named in Mortgage.

vs.

Ida M. Bright, Mortgagor.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2429.

ORDERED, This 30th day of June in the year nineteen hundred and twenty two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st

day of August 1922; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of July 1922, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed June 30th, 1922.

THE CENTREVILLE OBSERVER.

Centreville Md., July 29th, 1922.

The Centreville Observer Publishing Co. hereby certifies that the Nist Ratification of Audit in the case of Thomas J. Keating, Atty. vs. Ida M. Bright, Mortgager, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 17th day of July in the year 1922.

The Centreville Observer Publishing Co.
By Bertha G. Durney.

Nisi Ratification of Audit.

Thomas J. Keating, Attorney named inmortgage
vs.
Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County, In Equity, Case No. 2429.

ORDERED, This 30th day of June, in the year nineteen hundred and twenty- two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August, 1922 provided a copy of this order be published once a week for two successive weeks before the 17th day of July, 1922 in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

True Copy:-Test:
J. F. Rolph, Clerk.

Filed June 30th, 1922.

Order COurt Ratifying Audit.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, on the twentieth day of March nineteen hundred and twenty three that the within and aforegoing report and account of the Auditor be and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the preceding order of ratification nisi and the Attorney Trustee is directed to apply the proceeds accordingly with a due proportionof the interest to claims and commissions as the same has been or may be received.

Filed March 21st, 1923.

Lewin W. Wickes.

Petition to Apply Surplus Proceeds.

Thomas J. Keating,
Attorney named in mortgage

vs.

Ida M. Bright, Mortgagor.

In the Circuit Court for
Queen anne's County, in Equity.
No. 2429.

To the Honorable, the Judges of said Court:

The petition of THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, and THE QUEEN ANNE'S NATIONAL BANK OF CENTREVILLE, a body corporate, to your Honors respectfully sets forth:

1. That heretofore, on the 18th day of April, 1922, in execution of the power of sale contained in the mortgage from Ida M. Bright to Frank S. Dudley, dated August 21st, 1919, and recorded in Liber J. F. R. NO. 1, folios 188, a land record book for Queen Anne's County, default having occurred in the terms and conditions of said mortgage, the real estate of said Ida M. Bright described in said mortgage, was sold at public auction by Thomas J. Keating, the attorney named in said mortgage to sell said real estate in case of default occurring in any of the terms or conditions thereof; that said real estate sold for more than enough to pay the debt and interest secured by the aforesaid mortgage under which it was sold, together with the costs and expenses of said sale, as will appear by reference to the Report and Account of the Auditor filed in the aforesaid cause on the 30th day of June, 1922.

2. That your petitioner, THE CENTREVILLE NATIONAL BANK OF MARYLAND, holds and is the owner of a mortgage on the real estate sold as aforesaid under the power of sale contained in the above mentioned mortgage from Ida M. Bright to Frank S. Dudley; given by said Ida M. Bright to James T. Bright, dated the 16th day of September, 1919, and recorded in Liber J. F. R. No. 3 fol. 99, a land record book for Queen Anne's County, to secure a note for twelve hundred dollars, and by said James T. Bright assigned to the said The Centreville National Bank of Maryland, December 3rd, 1919, as collateral security to said note for twelve hundred dollars or any renewal or renewals thereof, the balance now due and owing on a renewal note of the above mentioned note for twelve hundred dollars, to The Centreville National Bank of Maryland, and secured by said mortgage being nine hundred and eighty one dollars ($981.00) together with interest thereon from May 16th, 1921, as evidenced by promissory note from Ida M. Bright to James T. Bright and by him endorsed and now held and owned by said The Centreville National Bank of Maryland, which said mortgage constitutes a lien on said real estate next in order and priority to the lien of the mortgage under which said real estate was sold.

3. That your petitioners each hold and are respectively theowner of a mortgage on the real estate sold as aforesaid under the above mentioned power of sale, as follows: Mortgage to one of your petitioners, The Queen Anne's National Bank of Centreville, from Ida M. Bright dated January 5th, 1921, and recorded in Liber J. F. R, No. 6 fol. 218, a land record book for Queen Anne's County, to secure a note for sixteen hundred and eighty five dollars, dated January 3rd, 1921, together with interest from that date;
mortgage from Ida M. Bright to one of your petitioners, The Centreville National Bank of Maryland, dated January 5th, 1921, and recordedin Liber J. F. R. No. 6 fol. 221, a land record book for said County, to secure a note for $580.00, dated January 3rd, 1921, together with interest from that date;
that the said two mortgages last mentioned standing in pari passu constitute liens on said real estate next in order and priority to the lien of the mortgage mentioned above in paragraph 2 from Ida M. Bright to James T. Bright and by him assigned to The Centreville National Bank of Maryland, and second in order and priority to the lien of the mortgage under which said real estate was sold.

Your petitioners, therefore, pray (a) that the surplus proceeds of the sale of the aforesaid real estate, as shown by the Report and Account of the Auditor as aforesaid, may be applied, to the extent of said surplus proceeds, so far as may be necessary, to the payment of, first, the note from Ida M. Bright to James T. Bright and by him endorsed and now held and owned by The Centreville National Bank of Maryland and secured by the above mentioned mortgage from Ida M. Bright to James T. Bright and by said James T. Bright assigned to The Centreville National Bank of Maryland as collateral security to said note above mentioned for twelve hundred dollars or any renewal or renewals thereof, to the extent of the amount now due and owing thereunder, to wit: $981.00; together with interest from May 16th., 1921, and second, to the payment of your petitioners' two mortgages in pari passu, as evidenced by the promissory notes mentioned above, in this paragraph,

(b) that an order may be passed by this Honorable Court giving notice to the lien creditors of Ida M. Bright and to all persons claiming an interest in the equity of redemption in said mortgagedpremises to file their claims for the benefit of the aforesaid fund remaining in the hands of said Thomas J. Keating, attorney named in mortgage as aforesaid.

(c) and that your petitioners may have such other and further relief as their case may require.

H. B. W. Mitchell.

Madison B. Bordley.
Attorneys for petitioners.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 26th day of September, nineteen hundred and twenty two, on the aforegoing petition, that the Auditor of this Court be, and he is hereby, authorized and directed to give notice by advertisement in a newspaper printed and published in Queen Anne's County, for four successive weeks before the 23rd day of October 1922, to all the lien creditors of Ida M. Bri

Bright and all other persons having an interest in the equity of redemption in the mortgaged property sold in the aforesaid cause of Thomas J. Keating, Attorney named in mortgage, vs. Ida M. Bright, Mortgagor, and other persons who may be interested in the distribution of the funds in this cause to file their claims with the Clerk of the Circuit Court for Queen Anne's County, duly authenticated, within sixty days from the second day of October, 1922.

W. H. Adkins.

Thomas J. Keating, Attorney named in mortgage,
vs.
Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County in Equity, No. 2429.

Pursuant to the order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid cause on the 26th day of September, nineteen hundred and twenty two, notice is hereby given to all the lien creditors of Ida M. Bright and all other persons having an interest in the equity of redemption in the mortgaged property sold in the aforesaid cause and other persons who may be interested in the distribution of the funds in this cause to file their claims with the Clerk of the Circuit Court for Queen Anne's County, duly authenticated, within sixty days from the Second day of October, 1922, as said funds will be distributed after that date.

Madison Brown,
Auditor.

Filed Sept. 26th, 1922.

Report and Account of Auditor distributing Surplus Mortgage Sale.

Filed Feb. 9th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Thomas J. Keating, Attorney named in mortgage,
versus
Ida M. Bright, mortgagor.

Chancery Docket.
Cause
No.
2429.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That the within account has been stated pursuant to the direction of the Court contained in its order passed on the petition to have surplus mortgage sale (the balance shown by the preceding audit) applied to payment of themortgage or lien creditors of the said Ida M. Bright.

That prior to the stating of the audit or within account, the auditor caused to be advertised in accordance with the direction of the court the notice to said lien creditors mentioned in the order of the courtpassed on said petition, as will appear from a certified copy of said advertisement attached to this report and account and returned to the court.

That pursuant to said notice only three lien claims have been filed in these predeedings or with the auditor, to wit: Claim of The Centreville National Bank under mortgage to it from Ida M. Bright dated September 16, 1919, (Liber J. F. R. No. 3, fols 99), for the sum of $1125.33 Mortgage claim of The Queen Anne's National Bank of Centreville under mortgage to it from Ida M. Bright, dated 5 Jan. 1921, (Liber J. F. R. No. 6, fols. 218), for Mortgage claim of The Centreville National Bank of Md., under mortgage to it from Ida M. Bright, dated 5 Jan., 1921, Liber J. F. R. No. 6, fp s. 221,) for $680.73 $1973.09
$2653.82

That each claim so filed consists of the original mortgage supported by the affidavit of the holder; that it appears from said petition and from said mortgages that the first mentioned mortgage has priority of payment over the other two mortgages, and that the other two mortgaged stand as tepayment and lien on equal footing, so that the auditor has not deemedit necessary to take testimony in the matter up to this date.

That Thomas J. Keating, the party making the mortgage sale of the cause, is charged in the within account with the said surplus sale, and then he is allowed the costs arising under said petition; then the first mortgage is allowed as a claim in full, and the balance is distributed pro rata among or between the other claimants or mortgages, each receiving .36142 cents on the dollar, there no being sufficient surplus to pay said claims infull.

Respectfully submitted, Madison Brown, Auditor.
Feb. 9, 1923.

The Proceeds of the Sale of the mortgaged real estate of Ida M. Bright, mortgagor, in account with Thomas J. Keating, Atterney making saleof the mortgage property under power of sale contained in mortgage.

Cr.

1923.
April 18: By balance due the report and account of the auditer filed in above cause June 30, 1922, being surplus mortgage sale, to wit: $2105.74

Dr.

Dec. 2 To Thomas J. Keating, vender, forpayment of following costs arising under the petition to have said balance applied to payment of mortgage claims filed September 26, 1922, to wit:

Costs of J. F. Relph, clerk, per his bill 7.25
Costs of advertising in Centreville Record notice of lien crediters to file claims, 5.00 12.25 Pd.Mar. 14, 1923.

To Madison Mrewn, auditer, for stating accoung giving notice &c., to wit: 9.00

To The Centreville National Bank of Maryland in full its claimunder mortgage to it from Ida M. Bright, dated 16 Sept. 1919, (Liber J.F.R. No. 3, fols. 99), per mortgage with statement of amount due thereunder attached filed with and returned by the auditer, to wit: $1125.33 Pd. Mar. 14, 1923

To balance carried down, to wit: 959.16
$2105.74 $2105.74

Cr.

" " By balance brought down, to wit: $959.16

Dr.

To the Queen Anne's National Bank of Centreville, impart of its claim under mortgage from Ida M. Bright dated Jan. 5, 1921, (Liber J.F.R. No. 6, fols. 218) per mortgage with statement of amount due thereunder attached filed with and returned by auditer: $713.13 Pd. Mar. 14, 1923

To The Ventreville National Bank of Md., in part of its claim under mortgage from Ida M. Bright dated Jan. 5, 1921, (Liber J. F. R. No. 3 fols. 231 &c.,) per mortgage with statementof amount due thereunder attached filed with and returned by the auditer: $246.03
$ 959.16 $959.16

Feb. 9, 1923. Madisem Brown,
Auditer.

T. J. Keating, Assignee
vs. Bright,

To THE CENTREVILLE RECORD, Dr.
Centreville, Maryland.

1923.
Sept. 30th Notice to Lien Crediters. $5.00

Thomas J. Keating, Atty. No. 2429 Chy.

vs. In the Circuit Court

Ida M. Bright. for

Queen Anne's County.

Statement of costs under Petition to Distribute Surplus Proceeds.

J. F. Relph, Clerk	$4.75	
" " probable	2.50	
		$7.25

Test: J F. Relph, Clerk.

NOTICE to LIEN CREDITORS.

Thomas J. Keating, Attorney Named in Mortgage:
vs.
Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity, No. 2429.

Pursuant to the order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid cause on the 26th day of September, 1922, notice is hereby given to all the lien creditors of Ida M. Bright, and all other persons haveing an interest in the equity of redemption in the mortgaged property sold in the aforesaid cause, and other persons who may be interested in the distribution of the funds in this cause, to file their claims with the Clerk of the Circuit Court for Queen Anne's County, duly authenticated, within sixty days from the 2nd day of October, 1922, as said funds will be distributed after that date.

MADISON BROWN, Auditor.

THE CENTREVILLE RECORD.

Centreville, Md., Feb. 2nd, 1923.

The Centreville Record Publishing Co., hereby certifies that the Notice to Lien Creditors in the case of Keating Atty. vs. Ida M. Bright a true copy of which is herete annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, 1st insertion being 30th day of Sept. in the year 1923.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Atterney named in mortgage. IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

vs. IN EQUITY.

Ida M. Bright, Mortgagor. CASE NO. 2429.

ORDERED, This 9th day of February in the year nineteen hundred and Twenty-three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of March, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of February, 1923 in some newspaper printed andpublished in Queen Anne's County.

J. F. Relph, Clerk.

Filed Feb. 9th, 1923.

Certificate of Publication of Nisi Ratification of Audit.

NISI RATIFICATION OF AUDIT.

Thomas J. Keating, Attorney Named in the Mortgage.

vs.

Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2429.

Ordered, this 9th day of February, in the year nineteen hundred and twenty-three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of March, 1923; provided a copy of this orderbe published once a week in eac h of two successive weeks before the 26th day of February, 1923, in same newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Mar. 5th, 1923.

The Centreville Record Publishing Co., hereby certifies that the nisi audit in the case of Keating, Assignee, vs. Ida M. Bright, Mortgagor a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 26th day of Feb. in the year 1923.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Filed March 5th, 1923.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 20th day of March in the year nineteen hundred and twenty three, that the within and aforegoing report and account of the Auditor, filed in this cause on the 9th day of Feb. 1923, being the second report and account of the Auditor filedin this cause, be, and the same are, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given in accordance with the preceding order of ratification nisi, and the Attorney Trustee is directed to apply the proceeds accordingly, with a due proportion of interest to claims and commissions as the same has been or may be received.

Lewin W. Wickes.

Filed March 21st, 1923.

Queen Anne's County to wit: Be it remembered that on the seventh day of June, in the year nineteen hundred and twenty two, the following order to Docket Suit was filed to wit:

James T. Earle,
Assignee,

vs.

Thomas B. Subers,
Viola S. Subers.

In the Circuit Court for Queen ANne's County, in Equity.

Cause No.

Mr. J. F. Rolph, Clerk:

You will please docket suit in the your Court as per above titling.

YOu will record an assignment of mortgage from Thomas B. Subers and Viola S. Subers given to Minnie V. Ross and by the said Minnie V. Ross, duly assigned to the Sudlersville Bank of Maryland, said mortgage being recorded among the Land Records for County and State aforesaid in Liber J. F. R. No. 1, folio 547, also a copy of the mortgage, and then an assignment that is attached to this mortgage from Sudlersville Bank of Maryland to James T. Earle, wherein the said mortgage is assigned to Jamed T. Earle, for foreclosure and collection.

Enter my appearance for the Plaintiff.

James T. Earle,
Attorney for the Plaintiff.

Filed June 7th, 1922.

MORTGAGE.

Filed January 17th, 1922.

THIS MORTGAGE, Made this first day of January in the year nineteenhundred and nineteen by Thomas B. Subers and Viola S. Subers, his wife of Queen Anne's County, in the State of Maryland.

Whereas, Thomas B. Subers and Viola S. Subers, his wife, are justly indebted unto Minnie V. Ross af County and State aforesaid in the sum of Four thousand dollars, this being the unpaid purchase money due and owing by ths aid Thomas B. Subers and Viola S. Subers, on the hereafter described real property, which said balance, to wit, the sum of four thousand dollars the said Thomas B. Subers and Viola S. Subers, hereby agree to pay six years after date of these presents and in the interim to pay semi-annually on the first day of each July and January, during the existence of this mortgage, the interest hereon at the rate of six per centum per annum. And the said Minnie V. Ross heseby agrees to accept partial payments of the aforesaid principal sum at any interest bearing period and to reduce the interest in proportion to the sum so received.

And whereas it was a condition precedent to the making of said loan that these presents be executed to secure the same.

Now therefore in considerationof the premises and the sum of one dollar the said Thomas B. Subers and Viola S. Subers, his wife, do hereby grant and convey unto Minnie V. Ross, her heirs and assigns in fee simple:

All that lot of land or farm situate, lying and being in the First election district of County and State aforesaid, adjoining the lands of Charles Ross, John T. Jeffers,

J. S. Joslin et al, and lying on the public road that leads from Sudlersville and Church Hill road to the road leading from Tilghman's Station road from Church Hill and containing one hundred and three acres of land, more or less; this being the same land granted and conveyed unto the said Thomas B. Subers by deed of even date herewith and intended to be recorded immediately preceding these presents, said deed being onefrom Minnie V. Ross and to which said deed reference is hereby made for a full and more particular descriptionof the land hereby granted.

Together with all rights, roads, waters, privileges and advantages thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops,pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said Thomas B. Suber and Viola S. Subers, his wife their heirs, executors,administrators or assigns shall well and truly pay to the said Minnie V. Ross her successors, executors, administrators or assigns the aforesaid sum of Four thousand dollars to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Thomas B. Subers and Viola S. Subers, his wife, their heirs and assigns shall possess said property.

And the said Thomas B. Subers and Viola S. Subers, his wife, their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insuer, andpending this mortgage to keep insured,the improvements on said premises to the amount of full insurable value in some Company or Companies approved by the said Minnie V. Ross, her successors, executors administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, her successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premisesmay be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Minnie V. Ross, her executors, administrators or assigns, or James T. Earle, her and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Stateof Maryland and such other notice as party selling may

expedient, for cash, or for cash and credit, at the option of the person makingthe sale, the credit payments, if any, to bear interest fromday of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds,of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder of secured hereby, whether the same shall have then matured or not; and third, the balance to Thomas B. Subers and Viola S. Subers or whoever may be entitled to same.

And it is hereby agreed that when default be madein any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Minnie V. Ross, her executors, administrators, successors or assigns, or James T. Earle, her and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the timeof said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Thomas B. Subers and Viola S. Subers, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Thomas B. Subers (SEAL)

Test: Wm. Harrington. Viola S. Subers. (SEAL)

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this first day of January, 1919, beforeme, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas B. Subers and Viola S. Subers, his wife, and did each acknowledge the aforegoing mortgage to be their act; and at the same time personally appeared Minnie V. Ross, and madeoath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein stated.

Wm. Harrington,
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the seventh day of January in the year nineteen hundred and twenty two the following assignments were brought to be recorded, to wit:

For value received, I hereby transfer the within and aforegoingmortgage to the Sudlersville Bank of Maryland.

Witness my hand and seal this twenty ninth day of January, in theyear nineteen hundred and nineteen.

Witness: John F. Stokes. Minnie V. Ross (SEAL)

Jan. 7th, 1922.

For purposesof foreclosure and collection, the Sudlersville Bank of Maryland, a body corporate,does hereby assign unto James T. Earle of Queen Anne's County, Md., the hereunto attached mortgage from Thomas B. Subers and Viola S. Subers to Minnie V. Ross, and duly assigned to Bank of said mortgage being recorded among land record for Queen Anne's County, Md. in Liber J. F. R. No. 1 folio 547, etc.

In testimony whereof the said Bank has caused its President to execute this assignment by cashier of Bank and seal of said bank attached.

W. O. Thomas,
President of Sudlersville Bank of Md.

Seal's Place. (SEAL)

Test:
JOhn F. Stokes,
Cashier.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 1, folio 547 etc., a land record book for Queen Anne's County.

In testament whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this tenth day of April, inthe year nineteen hundred and twenty two.

Corporate
Seals
Place.

J. F. Rolph, Clerk.

Filed January 7th, 1922.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we James T. Earle of Queen Anne's County, in the State of Maryland, as Principal and The National Surety Company, a corporation duly incorporated under the laws of the Stateof New York, as Surety, are held and fimrly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars, ($8,000.00), current money to be paid to the said State of Maryland, &its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of January, 1922.

Whereas a certain Thomas B. Subers and Viola S. Subers, his wife, by a certain mortgage dated the 1st day of January, 1919, duly executed, acknowledged and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber J. F. R. No. 1 folio 547 &c., conveyed unto Minnie V. Ross, certain real estate therein mentioned to secure the payment of Four Thousand Dollars, and whereas by successive assignments the said mortgage was assigned to James T. Earle, which said assignments are duly recorded among the aforesaid Land Records.

And whereas, in the event of any default being madein any condition of the above mentioned mortgage, or the interest or taxes in arrear, not paid when due, the said mortgage contains a Power of Sale to sell the said mortgaged real estate.

And whereas default has been made in a condition in said mortgage by the non-payment of taxes when due, and the said James T. Earle as assignee of said mortgage is about to exercise the Power of Sale contained therein.

Now the condition of the above obligation is such that if the above bounden James T. Earle, shall well and faithfully perform the trust reposed in him by said Power of Sale, and shall well and truly abide by and perform any order or decree which shall be made by any Court in relation to said sale of mortgaged property or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full virute in law.

Witness our hands and seals the year and day first above written.

James T. Earle (SEAL)

Corporate
Seal's
Place.

The National Security Co.

Test:

By James T. Bright

Ruth Connelly.

Chas. E. Tucker

Attorneys in fact.

On the back Of the foregoing bond was thus endorsed to wit: Security approved and Bond filed January 7th, 1922.

J. F. Rolph, Clerk.

James. T. Earle, Assignee

vs.

Thos. B. Subers and wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity.

Statement of Mortgage Debt.

Principal mortgage debt	$4,000.00
Interest on same from Jan. 1st, 1922.	24.00
5% Attorney's Commission.	$201.20
	$ 4225.20

This property was sold on account of default in payment of State and County taxes for year 1921, which said taxes were in arrear on Jan. 1st, 1922.

State of Maryland, Kent County, to wit:

I hereby certify that on this 19th day of April, in the year nineteen hundred and twenty two before me the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid personally appeared James T. Earle, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Statement are true to the best of his knowledge and belief.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Harry C. Coleman,
Notary Public.

Report of Sale.

Filed Feb. 7th, 1922.

James T. Earle, Assignee,	In the Circuit Court for
vs.	Queen Anne's County, in
Thomas B. Subers and Viola S.	Equity.
Subers, his wife, Mortgagors.	Cause No.

To the Honorable, the Judges of said Court:

The Report of James T. Earle, Assignee of the hereinafter described mortgage to your Honors respectfully shows:

That default was made by the mortgagors in the hereinafter mentioned mortgage, said mortgage bearing date the first day of January, 1919, and being recorded among the land records for County and State aforesaid in Liber J. F. R. No. 1 folio 547 &c., and that said mortgage was duly assigned by mesne assignments to the said James T. Earle, Assignee, after default had occurredtherein, for the purpose of foreclosure of taxes due and owing.

That prior to the sale of the mortgaged property the said assignee gave bond to the State of Maryland for the faithful performance of any order or decree of this court that might be passed in relationto the saleof mortgagedproperty as provided by law, which said bond was duly filed and approved by the Clerk of this Honorable Court.

That after advertisementof the sale had appeared inthe Centreville Observer and Centreville Record, two newspapers printed and published in County and State aforesaid, for more than three successive weeks prior to the seventh day of February, 1922, the day named for the sale, the said James T. Earle, Assignee did pursuant to said notice attend in front of the Court House Door in the Townof Centreville, Maryland, on Tuesday, the 7th day of February, 1922, at one thirty o'clock P.M. and then and there in execution of the power of sale contained in said mortgage to be executed by the holder thereof in case of default in terms of said mortgage, default having previously occurred as stated, and proceeded to sell said mortgaged premises. Your Assignee offered at public sale to the highest bidder the real estate described in said mortgage, a full description appearing in said mortgage, a certified copy of which said mortgage is filed herewith, and sold the same to George B. Tarr, at and for the sum of $50.50 per acre, or a total of $5,201.50 he being then and there the highest bidder therefor. And your assignee announced at that time that the purchaser would get the benefit of the growing crop of wheat plantedor seeded and possession would be given on final ratification of sale by this Honorable Court.

That the said purchaser has made a satisfactory settlement to your assignee, having fully complied with terms of sale, one third cash,to wit $1733.84, and balance on ratification of sale by this Court and the vendor and assingee announces and agrees to pay taxes that are now in arrear for year 1921.

All of which is respectfully submitted,

James T. Earle,
Assignee.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 7th day of February, 1922, before me, the subscriber, the Clerk of the Circuit Court for County and State aforesaid personally appeared James T. Earle, assignee of the hereinbefore mentioned mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated to the best of his knowledge and belief and that the sale reported was fairly made.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed Feb. 7th, 1922.

PUBLIC SALE OF VALUABLE REAL ESTATE.

Under and by virtue of a power of sale contained in a mortgage from Thomas B. Subers and Viola S. Subers, his wife, to Minnie V. Ross, said mortgage dated the 1st day of January, 1919, and recorded among the Land Records for Queen Anne's County, and State of Maryland, aforesaid, in Liber J. F. R. No. 1 folio 547, default having occurred in sai d mortgage, and the said mortgage by mesne assignments have been assigned to James T. Earle for foreclosure and collection, the undersigned Assignee will sell at public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, Feb. 7th, 1922, between the hours of 1 and 2 o'clock P.M., All of That fram of tract of land known as the Ross Farm, situate, lying and being in the First Election District of Queen Anne's County, Maryland, which said farm is on the public road leading from Tilghman's Station read from Church Hill to the read leading from Sudlersville-Church Hill road, adjoining the lands of Charles Ross, et al, and containing 103 acrds of land more or less, this being the same land that is particularly described in the aforesaid mortgage, and to which said mortgage reference is hereby made for a full and complete descriptionof the land hereby intended to be sold.

This property is well located, well improved, in a nice community, near schools, churches, stores, not far from a stone road, and will make any one a desirable home. The land is well adapted to all sorts of crops and is in fine state of cultivation.

Terms of Sale:- One-third of the purchase money to be paid in cash on day of sale, one-third in six months from day of sale, with interest thereon, and remaining third twelve months from day of sale with interest thereon or all cash at option of the purchaser. The deferred payments to be secured to the satisfaction of the undersigned.

James T. Earle, Assignee.
Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., Feb. 7, 1922.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of James T. Earle, assignee, vs. Thomas B. Subers and wife a true copyof which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 7th day of Feb. in the year 1922.

The Centreville Record Publishing Co.
By E. H. Brown, Jr.

Filed Feb. 7th, 1922.

James T. Earle, Assignee
vs.
Thomas B. Subers and Viola S. Subers, his wife, Mortgagors.

In the Circuit Cour t for
Queen Anne's County, in Equity.
Cause No. 2419.

ORDERED, This 7th day Of February, A.D. 1922, that the sale of real estate made and reported in this cause by James T. Earle, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of April next: provided a copy of this order be inserted insome newspaper printed and published in Queen Anne's County, Maryland,once in each of four successive weeks before the 15th day of March, next.

The Report states the amount of sales to be $5,201.50

Filed Feb. 7th, 1922. J. F. Rolph, Clerk.

True copy, Test:

NISI

James T. Earle, assignee, vs. Thomas B. Subers and Viola S. Subers, his wife, mortgagors

In the Circuit Court for Queen Anne's County, in equity, Chancery No. 2419.

ORDERED, This 7th day, of February, A.D., 1922, that the sale of real estate made and reported in this cause by James T. Earle, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of April next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's Bounty, Maryland once in each of four successive weeks before the 15th day of March next.

Report states the amount of sales to be $5,201.50.

J. F. Rolph, Clerk.

True copy:-Test:
J. F. Rolph, Clerk.

Filed Feb. 7th, 1922.

THE CENTREVILLE OBSERVER.

Centreville, Md. Mar. 1, 1922.

The Centreville Observer Publishing Co., hereby certifies that the Nisi in the case of James T. Earle, Assignee, ve. Thomas B. Subers and Viola Subers, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland,once a week for four successive weeks before the 15th day of March in the year 1922.

The Centreville Observer Publishing Co.
By Chas. Walls.

ORDERED, this 19th day of April 1922, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing reported sale be and the same is hereby finally ratified and confirmed, no cause to the contrary being shown although due notice of the ratificationappears to have been given as required by the conditional order of ratification heretofore passed and the assignee is allowed the commission provided for in the mortgage and all expenses not personal for which he may produce proper vouchers; to the auditor.

Lewin W. Wickes.

Filed Apr. 20th, 1922.

Report and Account of Special Auditor.

Filed Sept. 15th, 1922.

In the Circuit Court for Queen Anne's County in Equity.

James T. Earle, assignee,
versus
Thomas B. Subers et al.

Cause No. 2491.

To the Honorable, the Judges of said Court:

The reportof Madison B. Bordley, special auditor, unto Your Honors respectfully sets forth:
That he stated the within account by first charging unto James T. E. Aerle, assignee, party making sale of this cause, with the gross proceeds of sales, and then thereout allowed unto him his commissions for making sale, per terms of mortgage, the court costs of this cause, costs of advertising notice of sale and several orders nisi.of cause, taxes, and auditor's fee, and then also the full mortgage debt, the balance to remain subject to the future order of this court.

Respectfully submitted,

Madison B. Bordley,
Special Auditor.

Sept. 15th, 1922.

The Proceeds of the Sales of the Mortgaged Real Estate of Thomas B. Subers and Viola Subers, his wife, in account with James T. Earle, assignee of mortgage, partymaking the sale.

Cr.

1922 Feb. 7	By gross proceeds of sale,per report of sale filed, to wit:		$5201.50

Dr.

" "	To James T. Earle, party making the mortgage sale, for his commissions for making sale, per terms of the mortgage, to wit:		$253.06	
	To do., for costs of advertising sale in Centreville Record, per receipted account, to wit:		41.00	
	To do., for amount paid corporate surety on his bond filed herein, per receipt for same:		32.00	
	To do., for costs of advertising sale and several orders nisi of cause in Centreville Observer, per receipted account for same appears, to wit:		50.50	
	To do., for court costs of this cause, per bill of costs of clerk:			
	Costs of Clerk of Court:	20.75		
	Appear. fee of J. T. Earle,	10.00	30.75	
	To do., for amount paid Elmer Anthony for crying sale, per receipt for same appears, to wit:		25.00	
	To do., for amount paid as state and county taxes for year 1921, per receipted account for same, to wit:		72.53	
	To James T. Earle, assignee of mortgage, for amount of themortgage debt or claim on day of sale, per statement of mortgage debt:		4225.20	
			$4730.04	
	To Madison B. Bordley, special auditor, for stating this account, to wit:		9.00	
			$4739.04	
	To balance carried down, to wit:		462.49	
			$5201.50	$5201.50

Madison B. Bordley,
Special Auditor.

Sept. 15th, 1922.

Oct. 16th, 1922. I hereby certify that there are no objections filed to the ratification of this audit.

J. F. Rolph, Clerk.

NISI RATIFICATION OF AUDIT.

James T. Earle, assignee, vs. Thomas B. Subers

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

CASE NO. 2419.

ORDERED, This 15th day of September in the year nineteen hundred and twenty-two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless causeto the contrary thereof be shown on or before the 14th day of October, 1922; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of October, 1922, insome newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed Sept. 15th, 1922.

THE CENTREVILLE OBSERVER.

Centreville, Md., October 3rd, 1922.

The Centreville Observer Publishing CO, hereby certifies that the Nisi Ratification of Audit in the case of James T. Earle, assignee, vs. Thomas B. Subers and Viola S. Subers a ture copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printedand published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 6th day of Oct. in the year 1922.

The Centreville Observer Publishing C o.

Filed Oct. 16th, 1922.

By Bertha G. Durney.

ORDERED, This 16th day Of October, in the year nineteen hundred and twenty two by the Circuit Court for Queen Anne's County, in Equity, that the within deed aforegoing Report and Account of Madison B. Bordley, Special Auditor, be and the same is hereby ratified and confirmed, no cause to the contrary being shown, although due notice appears to have been given by Order Nisi, f Ratification, and James T. Earle, Assignee, is hereby directed to make distribution of proceeds as provided in report and account, with due proportion of interest as same has been or may be received.

Thomas J. Keating.

Petition of Madison Brown, to have the surplus proceeds of sale applied to payment of their lien claims.

In the Circuit Court for Queen Anne's County in Equity.

James T. Earle, assignee of mortgage,
versus
Thomas B. Subers and Viola Subers, his wife, mortgagors.

Cause No. 2491.

To the Honorable, the Judges of said Court:

The petition of Madison Brown and E, Stephens Valliant, of said county, unte your Honors respectfully sets forth:

1. That the sale heretofore reported in the proceedings of above cause was made under a power of sale contained in the mortgage heretofore mentioned in said proceedings during the lifetime of both the mortgagors, the said Thomas B. Subers, the real owner of the mortgaged land, and Viola Subers, his wife, both of whom are now living.

2. That as will appear from the report and account of the auditor hereto filed in said cause hhe proceedings arising from said sale is more than sufficient to pay the mortgage debt, interest, and all costs, fees, commissions and expenses indident to said sale and provided for by said mortgage by the sum of $462.46.

3. That said surplus sale or sum of money representing same is now in the hands of James T. Earle, the party making said sale, but subject to the future order of this court.

4. That the said Thomas B. Subers is indebted unto your petitioner, Madison Brown, in the sum of one hundred eleven dollars forty cents ($111.42) with interest from March 1st., 1922, by way a mortgage from said Thomas B. Subers to the said Madison Brown dated August 30, 1920, and recorded in Liber J. F. R. No. 5, fols. 333 &c., a land record book of said county, the original debt secured by said mortgage having been reduced to the amount mentionedby sundry payments, and which mortgage is hereinafter referred to as the second mortgage.

5. That the said second mortgage,made prior to the sale of this cause, is second in lien to the mortgage of foreclosure, without any liens of any kind whatsoever intervening.

6. That the said Thomas B. Subers and Viola Subers, his wife, are indebted unto your petitioner, the said E. Stephens Valliant, by way of two judgments, obtained in the Circuit Court for said county against them, on November 29, 1921, one being Judgment No. 31, Appearances, November Term, 1921, for $176.73, with interest from date and costs of suit, and the being No. 32 of same term and for $150.00, with interest and costs of suit; certified copies of said judgments are filed herewith as part hereof.

7. That the two judgments mentioned, obtained on the same day, arenext in lien to the said second mortgage without any liens of any kind whatsoever intervening.

8. That your petitioner, Madison Brown, is advised that he entitled to have the said surplus proceeds of sale applied to the payment of his said second mortgage, so far as necessary, before the claim of any person.

9. That your petitioner, the said Edwin S. Valliant, is entitled, heis advised, to have the said surplus proceeds of sale, applied (subject to the rights of the said Madison Brown as hereinbefore expressed) applied to the payment of his said two judgments, so far as may be necessary, before the claim of any other person except the claimunder said second mortgage..

Your petitioners therefore pray You Honors to pass an order directing the payment of their said claims, according to the priorities hereinbefore expressed, out of the said surplus proceeds of sale and also for such other and further relief as their case may require.

And as in duty bound &.,

Madison Brown
Attorney for Petitioners.

State of Maryland, Queen Anne's County, To Wit: I hereby certify that on this 16th day of September, 1922, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, one of the petitioners above named, and he did make oath in due formof law that he the attorney of E. Stephens Valliant named in said petition in the matter of the obtaining the judgments mentioned in said petition, and that the matters and things set forth in said petition are true as therein stated to the best of his knowledge and belief.

J. F. Rolph, Clerk.

In the Circuit Court for Queen Anne's County in Equity.

James T.Earle, Assignee of Mortgage,
versus
Thomas B. Subers and Viola Subers, his wife, mortgagors. Cause No.

The aforegoing petition having been read and considered, it is thereupon, this tenth day of September, nineteen hundred and twenty two, ordered by the Circuit Court for Queen Anne's County in Equity and by the authority of this Court, that the proceedings of the above entitled cause be and the same are hereby referred to Madison B. Bordley, Special Auditor of this Court, who is hereby directed to give notice by publication in one of the weekly newspapers published in said county once a week for three successive weeks, to all judgment creditors, lienors, assignees, and allpersons claiming an interest in the equity of redemption in above cause, to file their claims, with the vouchers thereof, with him on or before a certain day (which shall be sixty days from the date of the first publication) named in said notice; and itis further ordered, that the said Madison B. Bordley, Special Auditor, be and he is hereby authorized to take such testimony as may be necessary to establish said claims and he is hereby directed to state and return to this Court an audit distributing the surplus proceeds of sale of this cause to the claimants thereof as their rights may appear.

Thomas J. Keating.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

MB. E. Stephens Valliant, surviving partner of Edwin S. Valliant and E. Stephens Valliant, co-partners late trading as E.S. Valliant and Son.

Apprs. $5.00 Apprs. $5.00
31 Clerk 2.65

vs.

Fifa to May Term 1922, No. 5

Thomas B. Subers and
EHBjrViola S. Subers.

NO. 31 Nov. Term 1922.

Filed November 29th, 1921, Order to Docket, Narr and note with power to enter judgment by confession.

November 29th, 1921 Judgment entered by confession by the defendants in favor of the Plaintiff for the sum of one hundred seventy six dollars and seventy three cents, ($176.73) with interest from date hereof until paid and costs of suit with all exemption waived.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct.

I hereby certify that the aforegoing is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above tntitled Term, and also of the subsequent docket entries in said cause, and that there is no entry or proceedings in said Court to show that the said Judgment or any part thereof hath been paid or satisfied.

In Testimony Whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, on this sixteenth day of September, in the year 1922.

J. F. Rolph.

Audit Distributing Net Sales to Lien Creditors or Mortgagors.

Filed Feb. 16th, 1923.

In the Circuit Court for Queen ANne's County in Equity.

James T. Earle, assignee, versus Thomas B. Suber, et al.	Chancery Docket, Cause No. 2491

To the Honorable, the Judges of said Court.

I, Madison B. Bordley, Special Auditor, unto Your Honors, respectfully set forth:
I have stated the within account by first charging James T. Earle, the party who made the sale hereinbefore reported, with the gross surplus sale or the balance due by the preceding audit, and then by allowing thereout as follows:
Unto James T. Earle, the costs under the petition to have surplus applied to payment of lien claims:
Unto auditor-: his fee;
Unto Madison Brown, mortgage creditor, his claim in full:
Unto E. S. Valliant, in part of two judgments filed as Exhibits with said petition, the balance, dividing said balance pro rata among his two claims.
Before stating the said account, I caused to be advertised in Centreville Record the notice required by the court to lien creditors to file their claims, and this notice was advertised in accordance with order of the Court, and I return to the court with this account a copy of said advertised notice, certified to by the publishers of said paper.
The only claims filed with me or in the court pursuant to said notice are the claims mentioned.

Respectfully submitted,

W. B. Bordley, Special Auditor.

Feb. 15, 1923.

The preceeds of the sale of the mortgaged real estate of Thomas B. Subers and Viola Subers, his wife, in account with James T. Earle, assignee, vender.

Cr.

1922 Feb. 7	By amount of surplus sale or balance due by the preceding report and account of the auditor filed in above cause 15 Sept., 1922, to wit:	$462.46

Dr.

1923 Jan. 1	To James T. Earle, for the purpose of paying following costs under the petition to apply surplus sale to paymentof lien crediters, as follows, to wit:		
	Costs J. F. Rolph, Clerk,	4.50	
	Costs of advertising notice to lien crediters to file claims,	5.00	
	Costs of advertising the nisi order to be passed in relationto this report and account,	3.00	$12.50
	To Madison B. Bordley, Special Auditer, (stating this account)		4.50
	To Madison Brown, in full of his mortgage claim an equity of redemption, per claim filed and described in said petition, to wit:		116.00
	To balance carried below,		329.46
			$462.46

Cr.

" "	By balance brought down, to wit:	$329.46

Dr.

To E. Stephens Valliant, assignee of two judgments of E. S. Valliant & Son, vs. mortgagors, filed with said petition, in part of the judgment of $176.73, the sum of	$177.30	
and in part of the judgment of $150.00, the sum of	152.16	
	$329.46	$329.46

Feb. 15, 1923

M. B. Bordley,
Special Auditor.

NISI RATIFICATION OF AUDIT.

James T. Earle, assignee,
vs.
Thomas B. Subers and Viola S. Subers, Mortgagors.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2419.

ORDERED, This 16th day of February in the year nineteen hundred and Twenty-three that the Report and Account filed in these proceedings by Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of March 1923, provided a copy of this order be published once a week ineach of t wo

successive weeks before the 5th day of March 1923, in some newspaper printed and published in QUeen Anne's County.

J. F. Rolph, Clerk.

February 16th,1923.

NOTICE TO CREDITORS.

James T. Earle, Assignee of Mortgage, vs. Tho mas B. Subers and Viola Subers, his wife.

In the Circuit Court for Queen ANne's County, in Equity. Cause No. 2491.

Notice is hereby given to all judgment creditors, lienors and assignees of Thomas J. Subers and Viola Subers, his wife, mortgagors, and to all persons claiming an interest in the equity of redemption in the above cause, to file their claims with the vouchers thereof, with the undersigned on or before the 14th day of December, 1922. Done pursuant to order of Court.

Madison B. Bordley,
Special Auditor.

THE CENTREVILLE RECORD.

Centreville, Md., Feb. 14th, 1923.

The Centreville Record Publishing Co., hereby certifies that the Notice to Creditors in the case of James T. Earle, assignee of Mortgage vs. Thomas B. Subers and Viola Subers, his wife, in the Circuit Court for Queen Anne's County in Equity, Cause No. 2491 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks, the first insertion being before the 14th day of Octoberin the year 1922.

The Centreville Record Publishing Co.

By Walter F. Reed.

Queen Anne's County to wit: Be it remembered that on the twentieth day of April in the year nineteen hundredand twenty two, the following order to docket suit was filed to wit:

Edwin H. Brown, Jr., Assignee
vs.
Robert S. Seney, Mortgager.

In the Circuit Court for
Queen Anne's County, in Equity.

Mr. Clerk;-

Please docket the above entitled suit; record assignment of mortgage from Robert S. Seney to Clayton T. Cann and Eugene A. Cann, dated the third day of July, in the year nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 2, fols. 385 &c., a Land Record Book for Queen Anne's County, and assigned by the said Canns to Edwin H. Brown, Jr., File certified copy of said mortgage and assignment in these proceedings and also file accompanying bond. Enter my appearance for the plaintiff.

Edwin H. Brown, Jr.

April 19th, 1922.

Certified Copy of Mortgage.
Filed April 20th, 1922.

BE IT REMEMBERED, That on this thirdday of July in the year nineteen hundred and nineteen the following mortgage was brought to be recorded, to wit:
Queen Anne's County, in the State of Maryland.
Whereas, the said Robert S. Seney is justly indebted unto Clayton T. Cann and Eugene A. Cann, of said county, in the full sum of three hundred dollars, ($300.00) being the balance due by him to them on the purchase money of the property hereinafter described, which said sum it is hereby agreed shall be paid unto the said Clayton T. Cann and Eugene A. Cann at the expirationof three years from the first day of July, nineteen hundred and nineteen, with interest from the date last mentioned payable in the meanwhile semi-annually, with the right and privilege unto the said Robert S. Seney to make payments on account of said debt before the expirationof said period of time, said payments to be made only in sums of fifty dollars or multiples thereof and at the times named for the payment of said interest.
And whereas the said Robert S. Seney desires to secure the payment of saidsum of money and the interest thereon to accrue as aforesaid.
NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Robert S. Seney does hereby grant and convey unto the said Clayton T. Cann and Eugene A. Cann, their heirs and assigns forever, in fee simple, ALL that lot or parcel of land called or known as "Dandy Hall," "The Dandy Hall Property", situate, lying and being in the Town of Centreville, Queen Anne's County, State of Maryland, on the northwest Corner of Liberty and Waters Streets, adjoining the pre-

perties of Sidney Bryan and William E. Clough, and with a frontage of thirty feet and six inches exclusive of the land covered by the eaves of the building on said property (which land is also hereby conveyed) and with a depth from Liberty Street and frontage on Water Street of forty four feet and six inches; being the same granted and conveyed unto the said Robert S. Seney by the said Clayton T. Cann and Eugene A. Cann by deed dated the same as this mortgage and intended to be filed for record among the land record books of said county prior to filing of this mortgage, which is given to secure a part of the purchase money named in said deed and paid for said property.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND it is hereby agreed that in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to thepurchaser of said property.

PROVIDED, that if the said Robert S. Seney, his heirs, executors, administrators or assigns shall well and truly pay to the said Clayton T. Cann and Eugene A. Cann, their executors, administrators or assigne the aforesaid sum of three hundred dollars ($300.00) when as as the same shall become due and payable as above set forth, and also the interest to accrue and be paid thereon when and as the same shall fall due and mature and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his, their part to be performed, then this mortgage shall bevvoid; and until default be made in the premises the said Robert S. Seney, his heirs, and assigns shall possess said property.

And the said Robert S. Seney, for himself and his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues, and charges levied or that may be levied thereon, and on theproperty hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the full insurable value thereof, in some company of companies approved by the said mortgagees, their executors, administrators or assigns, and to have the said policy and policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default inpayment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Clayton T. Cann and Eugene A. Cann, their executors, administrators or assigns, or Madison Brown,

Brown, of said county, Atterney at Law, their hereby duly constituted atterney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous noticeof the time, place, manner and terms of sale by advertisement in a newspaper printed and publishedin Queen Anne's County, State of Maryland.
and such other notice as party selling may deem expedient, for cash of for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the paymentof, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decred of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Robert S. Seney, or whoever, may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suithas been docketed in the proper Court for the purpose of the foreclosure of this mortgage, under the power of sale above granted, the said Clayton T. Cann and Eugene A. Cann, his executors, administrators, successors or assigns, or Madison Brown their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amountof the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity and which said costs, expenses and commissions the said Robert S. Seney
for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.
Witness his hand and seal.
Test: J. McK Tilghman ROBERT SENEY (SEAL)

STATE OF MARYLAND, Queen Anne's County, to wit:
I hereby certify that on this third day of July, nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Robert S. Saney, and did acknowledge the aforegoing mortgage to be his act; and that at the same time also personally appeared Clayton C. Cann and Eugene A. Cann each did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman.
Justice of the Peace.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

Be it remembered, that on the twentieth day of April in the year nineteen hundred and twenty two the following assignment was brought to be recorded:

For value received we do hereby assign and transfer the within and aforegoing mortgage, unto Edwin H. Brown, Jr.,

Witness our hand and seal this 19th day of April in the year nineteen hundred and twenty two.

Clayton T. Cann (SEAL)

Test: J. Grant Yates. Eugene A. Cann (SEAL)

STATE OF MARYLAND, Queen Anne's County, To Wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R., No. 2, Folio No. 387 a Land Record Book for Queen Anne's County.

IN TESTIMONY, WhereOf, I hereunt subscribe my name and affix the seal Of the Circuit Court for Queen Anne's County, this 20th day of May in the year nineteen hundred and twenty-two.

J. F. Rolph,

Clerk.

BOND.

Filed April 20th, 1922.

State of Maryland, Queen Anne's County, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr., of Queen Anne's County, State of Maryland, and THE NEW AMSTERDAM CASUALTY COMPANY, a bOdy cOrpOrate duly created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars, lawful money of the United States of America, to be paid to the said State of Maryland, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole jointly and severally.

SEALED with our seals and dated this nineteenth day of April, in the year nineteen hundred and twenty two.

WHEREAS default has occurred in the terms, conditions and provisions of a certain mortgage from Robert S. Seney, dated the third day of July, in the year nineteen hundred and nineteen, and recorded in Liber J. F. R. no. 2, folios 385 &c., a land record book of Queen Anne's County, aforesaid, by reason of the non-payment of the principal mortgage debt secured by said mortgage.

WHEREAS thE said Edwin H. Brown, Jr., to whom said mortgage has been duly assigned by Clayton T. Cann and Eugene A. Cann, to whom the same is given as mortgagees, by assignment written on said mortgage, is about to execute the power of sale contained in said mortgage to be exercised by the said mortgagees of their assigns in case of default in the terms of the said mortgage, is about to make sale of the property granted and conveyed by said mortgage because of the defaultin the terms of said mortgage hereinbefore mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Edwin H. Brown, Jr. does and shall abide by and perform and fulfillany order of decree which shall be made by any court of equity in relation to the sale of such mortgaged property of the proceeds thereof, then the above obligation tobe void; otherwise to be and remain in full force and effect in law.

Signed sealed and delivered in the presence of John Palmer Smith

Corporate Seal's Place.

Edwin H. Brown, Jr. (SEAL)

THE NEW AMSTERDAM CASUALTY CO. by

Richard T. Earle.

Attest: John Palmer Smith

On the back Of the fOregOing bond was thus endorsed to wit: Security approved and Bond filed Apr. 20th, 1922.

J. F. Rolph, Clerk.

EDWIN H. BROWN JR. ASSIGNEE,

VS

ROBERT S. SENEY, MORTGAGOR:

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Cause No. 2434.

To the Honorable, the Judges of said Court:

The Report of Sale of Edwin H. Brown, Jr., Assignee of Mortgage, respectfully sets forth:

First, That default having occurred by the non-payment of the balance of the principal and interest thereon secured by a Mortgage from one Robert S. Seney to Clayton T. Cann and Eugene A. Cann, dated the third day of July, inthe year nineteen hundred and nineteen and assigned by them to Edwin H. Brown, Jr., said mortgage and assignment being recorded in Liber J. F. R. No. 2 folios 385 & etc. a land record book for Queen Anne's County, the said Edwin H. Brown, Jr. as assignee, prior to the time of the sale hereinafter mentioned did cause a noticeof said sale and of the time place, manner and terms thereof, to be inserted as an advertisement in The Centreville Record, a newspaper printed and published in Centreville in said county, for more than twenty days prior to the day of sale, and filed with this Report as part hereof a copy of said advertisement duly certified to by the Publishers of said paper; a certified copy of the aforesaid mortgage and assignment is filed inthe proceedings of this cause.

Second, That prior to the day of sale hereinafter mentioned the said Edwin H. Brown, Jr., Assignee filed with the Clerk of this Court a bond to the State of Maryland in the penalty of Twenty Five Hundred Dollars conditioned as required by law for the foreclosure of said mortgage, which said bond said clerk duly approved.

Third, That pursuance to said notice of sale the said Edwin H. Brown, Jr., Assignee did on the 16th day of May, in the year nineteen hundred and twenty-two, at the hour of 2 o'clock P.M., attend in front of the Court House Door, inthe town of Centreville, Maryland, and then and there in execution of the power and authority conferred upon him by said mortgage to make sale of the mortgage property in the following manner, to wit: He first read the advertisement of sale and announced that in addition to the terms of sale as advertised that said property would be sold with the understanding that possession of same would be given on January 1st, 1923, that said property was sold subject to the tenancy of R. Frank Eaton for the year nineteen hundred and twenty-two, that the purchaser would get the rents from said property from July 1st, 1922 and that he would pay the State and County Taxes on said property for the year 1922 and that the Town Taxes and Water Rent due and payable in 1922 would be paid out of the proceeds of the sale, and then offered at public auction to the highest bidder the mortgaged property consisting of all that lot of parcel of land, called or known as "Dandy Hall Property", situate, lying and being in the townof Centreville, Queen Anne's County, Maryland, on the north west corner of Liberty and Water Streets, with a frontage of thirty feet and six inches exclusive of the land covered by the eaves of the building on said property, (which land will also be sold)

and with a depth from Liberty Street and a frontage on Water Street of forty four feet and six inches; improved by a two dtory frame building, and being the same property described in the aforesaid mortgage and sold same unto one Ida M. Eaton, she being then and there the highest bidder therefor at hand for the sum of Three Thousand Dollars and Ten Cents ($3,000.10); that the said purchaser has paid unto your assignee the sum of One ThOusand DOllars, n account of said purchase money and has entered into an agreement to pay the balance in cash upon the final ratification of this sale by the Court.

Respectfully submitted,

Edwin H. Brown, Jr.
Assignee.

STATE, OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 17th day of May, in the year nineteen hundred and twenty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Edwin H. Brown, Jr., Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that said sale was fairly made.

Ezekiel M. Forman,
Justice of the Peace.

Certificate of Publication of Advertisement.

ASSIGNEE'S SALE, OF VALUABLE STORE HOUSE AND DWELLING, IN CENTREVILLE, MARYLAND.

By virtue of the power of sale contained in a mortgage from Robert S. Seney to Clayton T. Cann and Eugene S. Cann, bearing date the third day of July, in the year nineteen hundred and nineteen,, and assigned unto Edwin H. Brown, Jr., said mortgage and assignment being recorded in Liber J.F.R. No. 2, folios 385 &c., a Land Record Book for Queen Anne's County, default having occurred in the terms of said mortgage, the undersigned, as assignee, as aforesaid, will sell at public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 16th, 1922 commencing at 2 o'clock P.M., all that lot or parcel of land called or known as "The Dandy Hall Property" situate, lying and being in the town of Centreville, Queen Anne's County, on the northwest corner of Liberty and Water Streets, with a frontage of thirty feet and six inches, exclusive of the land covered by the eaves of the building on said property (which land will also be sold)and with a depth from Liberty Street and a frontageon Water Street of forty four feet and six inches; improved by a two story frame building, the lower floor now being used as a store and the upper story being used as a dwelling, and being the same property described in the aforesaid mortgage. This property affords an excellent opportunity for a good investment, the property being well situated on one of the main business streets of the town of Centreville. At this time store rooms and dwellings are in great demand in Centreville.

Terms of Sale:- One-third, of the purchase money to be paid in cash on day of sale, and the balance in two equal installments payable in six and twelve months, respectively, from the day of sale, said deferred payments to bear instrest from said day or sale, and to be secured to the satisfaction of the undersigned; or all cash, at the option of the purchaser, at the final ratificationof the sale by the court; any and all deferred payments to bear interest from the day of sale. Further particulars made known on day of sale.

Edwin H. Brown, Jr.,
Assignee.

T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., May 17th, 1922.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Brown, Jr., vs. Seney a true copy of which is hereto annexed was inserted in The Centreville Record, aweekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks 1st insertion being 20 days before the 16th day of May in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

NISI

Edwin H. Brown, Jr.
Assignee,

vs.

Robert S. Seney

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.

CHANCERY NO. 2434.

ORDERED, This 17th day Of May A. D., 1922, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereofbe shown on or before the 21st day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of June next.

The Report states the amount of sales to be $3000.10.

J. F. Rolph, Clerk.

Filed May 17th, 1922.

Certificate of Publication of Order Nisi.

Filed May 17th, 1922.

Edwin H. Brown, Jr., Assignee vs. Robert S. Seney.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2434.

Ordered, this 17th day, f May, A.D., 1922, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr., Assignee, be ratifiedand confirmed unless cause to the contrary hhereof be shown on or before the 21st day of July next; provided a copy of this order be inserted in some newspaper printedand published in Queen Anne's County ,Maryland, once in each of four successive weeks before the 21st day of Jnne next.

The Report states the amountof sale to be $3000.10.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

Filed May 17th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., July 22nd, 1922.

The Centreville Record Publishing Co., hereby certifies that the order nisi in the case of E. H. Brown, Jr., Assignee, vs. Robert S. Seney, chy. 2434 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper

printed and published at Centreville, Maryland, once in each of four successive weeks (1st insertion May 20th, 1922) before the 21st day of June in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Filed July 22nd, 1922.

EDWIN H. BROWN JR. ASSIGNEE,
vs.
ROBERT S. SENEY, MORTGAGOR.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY.
CAUSE NO. 2434.

ORDERED this twenty second day of July in the year nineteen hundred and twenty-two, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made by Edwin H. Brown, Jr., Assignee of the Mortgage mentioned in the aforegoing Report of Sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the terms of the Order Nisi heretofore passed in this cause in reference to said sale.

The said assignee is allowed the usual Trustees commissions for making said sale and all expenses not personal.

Philemon B. Hopper.

EDWIN H. BROWN JR. ASSIGNEE,
VS
ROBERT S. SENEY, MORTGAGOR.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY. Cause 2434.

To the Honorable, the Judges of said Court:

Edwin H. Brown, Jr., Assignee, respectfully submits the following statement and affidavit as to the balance due on said mortgage in which default had occurred and under which sale was made in this cause:-

Balance of Principal due under said mgt.	$125.00
Interest due from Oct. 3rd, 1021	

Respectfully submitted,

Edwin H. Brown, Jr.
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 17th day of May in the year nineteen hundred and twenty two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Edwin H. Brown, Jr., Assignee, and made oath in due form of law that the above is a true and correct statement of the mortgage indebtedness due under the mortgage in these proceedings.

Ezekiel M. Forman,
Justice of the Peace.

Q ueen Anne's County, to wit: Be it remembered that on the twenty ninth day of May in the year nineteen hundred and twenty two the following order to docket suit was filed to wit:

Madison Brown,	IN THE
Attorney named in mortgage.	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
	NO. Term, 192
vs.	Judgment
Joseph W. Thompson	Int. from
May F. Thompson	Costs
Mortgagors.	Credits
	Recorded Liber folio

Mr.

Clerk of the Circuit Court for Queen Anne's County.

You willplease docket suit on the equity side of your court, and file in the papers thereof a copy of the Mortgage from the above named defendants dated Feb. 16th, 1916, and recorded in Liber W. F. W. No. 8, fols. 423, a land record of your county, also file in the papers thereof, the accompanying bond for the foreclose of said mortgage givenby plaintiff.

Madison Brown,
April 29th. 1922. Attorney for Plaintiff.

Certified Copy of Mortgage.

THIS MORTGAGE, Made this sixteenth day, of February, inthe year nineteen hundred and sixteen, by Joseph W. Thompson and Mary F. Thompson, his wife, of Queen ANne's County, in the State of Maryland.

WHEREAS, Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine, at the request and for the benefit of the said Joseph W. Thompson, have endorsed a certain note made by the said Joseph W. Thompson for the sum of Four Hundred and thirty five dollars and ninety one cents, bearing date of Feb. 16, 1916, and payable six months after date to the order of the Church Hill Bank of Maryland, a corporation, at the banking house of said bank, in the town of Church Hill, County aforesaid, and

WHEREAS, It as a condition precedent to the aforesaid undertaking on thepart of the said Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine that this mortgage should be given to secure, save harmless and indemnify them from all loss on account of their endorsement of the above described promissory note as well on account of any renewal of the said note which hereafter may be made, whether said renewal be in whole or in part, with their endorsement:

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of one dollar, the said Joseph W. Thompson and Mary F. Thompson, his wife, do hereby grant and convey unto the said Woodland P. Finley, Norman S, Dudley and Samuel E.

Erskine, their heirs and assigns forever, all that lot of parcel of land situate, lying and being in the town of Church Hill, Queen Anne's County, State of Maryland, on the south side of new street, bounded upon one side by the property of Edwin S. Valliant, formerly the property of Joseph Guest, in the rear by the Mill property of E. Stephens Valliant and upon the remaining side by the property of Washington Camp No. 13, P.O.S.O.A. and Charles H. Grace, the property hereby granted and conveyed is improved by a dwelling house now occupied by the said Joseph W. Thompson, and is the same property granted and conveyed unto him by the name of Joseph Thompson, by Joseph Guest, by deed bearing date December 18th, 1912, and recorded in Liber W. F. W. No. 2 fol. 426, etc., a land record book of said county.

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

PROVIDED, that if the said Joseph W. Thompson, his heirs, executors, administrators or assigns, shall well and truly pay or take up at or before maturity the above described promissory note or any renewal of said note, whether in whole or inpart which may hereafter be made with endorsement thereon of the said Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Joseph W. Thompson, his heirs and assigns, shall possess said property.

AND the said Joseph W. Thompson for himself, his heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the above described promissory note, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said note or notes and the amount due thereby or any part of some, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case the said Joseph W. Thompson, his heirs, executors, administrators or assigns shall fail to pay or take up at or before maturity the above described promissory note or renewal thereof or in case of default in any covenant, condition or agreement in this mortgage, it shall be lawful for the said Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine or the survivor of them or their assigns or the assigns of the survivor of them or Madison Brown of said county, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper and published in QUeen Anne's County and such other notice as theparty

sellingmay deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments,if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second,to the payment of said note or notes and owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Joseph W. Thompson., or whoevermay be entitled to the same.

In testimony whereof the said Joseph W. Thompson and Mary F. Thompson, his wife, have hereunto subscribed their names and affixed their seals the day and year first above written.

Joseph W. his x mark Thompson (SEAL)

Test: to mark: Nelson J. Brown. Mary F. Thompson. (SEAL)
Test: James E. Johns.

State of Maryland, QUeen Anne'S County, to wit:
I hereby certify that on this 16th day of February, in the year nineteen hundred and sixteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for QUeen Anne's County aforesaid, personally appeared Joseph W. Thompson and Mary F. Thompson, his wife, and they each did acknowledge the aforegoing mortgage to be their respective act.

James E. Johns, J.P.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:
I hereby certify that on this 16th day of February in the year nineteen hundred and sixteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Woodland P. Finley the within named mortgagees, and he did make oath in dueform of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

James E. Johns, J.P.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:
I hereby certify that the aforegoing is truly taken and copied from the Liber W.F.W. No. 8 fol. 423 etc. a land record book for Queen Anne's County.
In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th day of April, in the year nineteen hundred and twenty two.

J. F. Rolph, Clerk.

BOND
Filed April 29th, 1922.

State of Maryland, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of nine hundred dollars, lawful money of the United States, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this twenty sixth day of April, nineteen hundred and twenty two.
WHEREAS by a mortgage dated on the sixteenth day of February, in the year nineteen hundred and sixteen, and recorded in Liber W.F.W. NO. 8, fols, 423 &c., a land record book of Queen Anne's County aforesaid, Joseph W. Thompson and Mary F. Thompson, his wife, granted and conveyed the land and property therein described unto Woodland P. Finley, Norman S. Dddley and Samuel E. Erskine to secure them as endorsers on a note of the said Joseph W. Thompson to The Church Hill Bank of Maryland in said mortgage fully described as well as to secure them as endorsers on each and every renewal of said note thereafter made, whether said renewal be in whole or in part.

WHEREAS default has occurred in the terms of said mortgage by reason of the non-payment of a note of the said Joseph W. Thompson to The Church Hill Bank of Maryland endorsed for him by the said Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine dated October first, 1921, for the sum of $294.53, and payable six months after date, given and accepted in renewal of the original note described in said mortgage.

WHEREAS Madison Brown aforesaid, who is named as attorney in said mortgage to execute the power of sale therein contained of the land and property therein described in case of default in the terms of said mortgage, is about to make sale of the mortgaged land and premises because of the default above mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Madison Brown do and shall, well and faithfully abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and effect in law.

Signed, sealed and
delivered in the presence of — Madison Brown, (SEAL)

B. H. Turner

Corporate Seal's Place.

The American Surety Company of New York by
Madison Brown,
Its attorney in Fact.

Countersigned by
J. Lemuel Roberts,
Apr. 29th, 1922.

On the back Of the foregoing bond was thus endorsed to wit: Security approved and Bond Filed April 29th, 1922.

J. F. Rolph, Clerk.

Report of Sale.
Filed May 4th, 1922.

In the Circuit Court for Queen Anne's County in Equity. Chancery

Madison Brown, Attorney named in mortgage, plaintiff, Docket

versus

Joseph W. Thompson and Mary Thompson, his wife, Cause

mortgagors, defendants. No.

To the Honorable, the Judges of said court: 2437

The report of Madison Brown, attorney named in mortgage, plaintiff in the above cause, unto Your Honors respectfully sets forth:

1. That prior to the dayof sale hereinafter mentioned default had occurred in the terms of a certain mortgage from Joseph W. Thompson and Mary Thompson, his wife, dated February 16, 1916, and recorded in Liber W.F.W. No. 8, fols. 423 &c., a land record book of said county, made to secure the paymentof a certain note therein described, and all renewals of said note, by reason of the non-payment of the note of the said Joseph W. Thompson dated October 31, 1921, for$294.53 due Feb. 1, 1922 payable to the Church Hill Bank of Maryland, which note is a note made in renewal of the original mortgage note described in said mortgage; a certified copy of said mortgage has been filed in this cause.

2. That prior to the sale hereinafter mentioned the said Madison Brown, the plaintiff, who is named as the attorney in said mortgage to execute the power offsale therein contained to be exercised in caseof default in the payment of any note secured by said mortgage, original or renewal in whole or in part, cause to be advertised in the Centreville Record, a newspaper published in said county, for more than twenty days previous to the said day of sale, notice of the sale hereinafter mentioned; a certified copy of said notice of sale, which notice was inserted in said paper once a week for each of three successive weeks, is filed with this report as part hereof.

3. That pursuant to said notice of sale, the said Madison Brown, as attorney named in said mortgage to make sale of the mortgage property, did, pursuant to said notice of sale, attend, on Saturday, April 29th, 1922, between the hours of three and four o'clock P.M., in the town of Church Hill, Queen ANne's County, Maryland, in front of the Church Hill Bank, in said town, and there and proceeded to make sale of the mortgaged property under and in execution of the saidpower of sale and because of said default in following manner, to wit: the said Madison Brown first caused to beread or did read the notice of sale; he then offered said mortgage property to the highest bidder on the advertised terms of sale at public auctionthrough James W. Anderson, the auctioneer, and after crying the sale, did sell the mortgage property, hereinafter described, unto Barbara E. Jewell, of said county she being then and there the highest bidder therefor, at and for the sum of four hundred dollars. The said purchaser has not as yet complied with the terms of sale.

The mortgaged property so sold consists of a lot of land situate, lying and being in the town of Church Hill, in said county, on the south side of New Street, bounded on one side by the property of the late Edwin S. Valliant, on another side by the property of Washington Camp, P.O.S.O.A., NO. 12, and that of Charles Grace, and also

bounded on the rear by the Church Hill Mill Property, and is improved by two story frame dwelling house and other buildings, and is more particularly described in said mortgage.

Respectfully submitted, Madison Brown,

Attorney named in mortgage, vendor.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this fourth day of May, nineteen hundred and twenty two, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, the party making the sale described in the aforegoing report of sale, and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated to the best of his knowledge and belief and that said sale was fairly made.

J. F. Rolph,

Clerk of the Circuit Court for Queen Anne's County.

Filed May 4th, 1922.

MORTGAGE SALE OF PROPERTY IN CHURCH HILL, MARYLAND.

Default having occurred in the terms of the mortgage from Joseph W. Thompson and Mary Thompson, his wife, to Woodland P. Finley, Norman S. Dudley and Samuel E. Erskine, dated February 16, 1916, and recorded in Liber W.F.W. No. 8 fols. 423 &c., a land record book of Queen Anne's County, by reason of the non-payment of the note secured by said mortgage, the undersigned, as attorney named in said mortgage to well the real estate therein described in case of default in terms of said mortgage, will offer at public sale to the highest bidder, in front of the Church Hill Bank, in town of Church Hill, Maryland, between the hours of 3 and 4 o'clock, P.M., on Saturday, April 29, 1922, all that lot of land situated in town of Church Hill, Maryland, on south said of New Street, bounded on one side by the property of late Edwin S. Valliant, on another side by theproperty of Washington Camp, No. 12, P.O.S.A., and that of Charles Grace, and also bounded in rear by Church Hill Mill Property.

Improvements consist of 2 story frame dwelling house in good condition, 3 rooms upstairs and 3 rooms downstairs, a stable and poultry house.

Possession can be given as soon as terms of sale have been complied with.

Terms of Sale:- One-third of purchase money in cash at time of the sale, and balance in two equal instalments payable 6 and 12 months from day of sale, with interest from day of sale; deferred payments to be secured by the notes of the purchaser with surety thereon to be approved by undersigned; or all cash at time of sale or on ratification of sale, at option of purchaser.

Madison Brown,
Attorney named in Mortgage.
James W. Anderson, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., May 3rd, 1922.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Madison Brown, Atty., vs. Thompson a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks (first insertion being April 8th, 1922) beforethe 29th day of April in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

NISI.

Madison Brown, Attorney
named in Mortgage.

vs.

Joseph W. Thompson and
Mary Thompson, His wife.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2437.

ORDERED, This 4th day of May A. D., 1922, that the sale of the real estate made and reported in thiscause by Madison Brown, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shwwn on or before the 7th day of July next; provided a copy of this order be inserted insome newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of June next.

Tha Report states the amount of sale to be $400.00

J. F. Rolph, Clerk.

Filed May 4th, 1922.

Order Nisi.

Madison Brown, Attorney Named in Mortgage vs. Joseph W. Thompson and Mary Thompson, his wife,
In the Circuit Court, for Queen Anne's County, in Equity, Chancery No. 2436.

Ordered this 4th day of May, A. D., 1922, that the sale of the real estate made and reported in this cause by Madison Brown, Attorney, be ratified and confirmer, unless cause to the contrary thereof be shown on or before the 7th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of June next.

The Report states the amount of sale to be $400.00

J. F. Rolph, Clerk.

True Copy--Test:

J. F. Rolph, Clerk.

Filed May 4th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 19, 1922.

The Centreville Record Publishing Co., hereby certifies that the Order Nise in the case of Madison Brown, Atty., vs J. A. Thompson and wife, chy. 2437 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insertion May 6th, 1922) before the 7th day of June in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Filed Aug. 19th, 1922.

In the Circuit Court for Queen Anne's County in Equity.
Madison Brown, attorney named in mortgage, versus
Joseph W. Thompson and Mary Thompson, his wife, mortgagors. Cause No. 2439.

Ordered, this nineteenth day, of August, in the year nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, that the sale of the real estate of Joseph W. Thompson, mortgagor, made and reported by Madison Brown, Attorney named in mortgage, by the within and aforegoing report of sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given relative thereto in accordance with the order, nisi passed on the fourth day of May, 1922, in the aforegoing cause, in relation to said sale.
And the papers of said cause be and the same are hereby referred to Madison B. Bordley, special auditor, with instructions to state and return to this court an account between the proceeds of said sale and Madison Brown, Attorney named in mortgage, party making the said sale.

Philemon B. Hopper.

Filed Sept. 19th, 1922.

Statement of Mortgage Debt.
Filed Aug. 19th, 1922.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Attorney namedin mortgage,
versus
Joseph W. Thompson and Mary Thompson, his wife. Chancery Cause No. 2437.

Statement of Mortgage Debt.

Amount of the note due and owing on the day of sale, April 29, 1922, mentioned in above cause, secured by the mortgage mentioned in above entitled cause, being a renewal of the original mortgage note is the sum of $294.53
Add the interest thereon from Feb. 1st, 1922, date of maturity of said note, to day of sale, 5.50
Total amount due on the day of sale, $300.03

Stateof Maryland, Queen Anne's County, Sct:
I hereby certify that on this 19th day of August, nineteen hundred and twenty two, before me, the subscriber, a Clerk of the Circuit Court of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, and he did make oath in due form of law that the aforegoing is a true statement of the mortgage debt due on the day of sale mentioned in said cause.

J. F. Rolph, Clerk.

Report and Account of Madison B. Bordley, special auditor.

Filed Sept 15th, 1922.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Attorney named in mortgage,	Chancery Docket,
versus	Cause No.
Joseph W. Thompson and wife, mortgagors.	2437.

To the Honorable, the Judges of said Court:

The report of Madison B. Bordley, Special Auditor, unto Your Honors respectfully sets forth:

That in the within account he has charged Madison Brown, the party making the sale of the real estate reported sold in this cause, with the gross amount of the sale made by him, with the gross salestof the real estate so madeby him, and then thereout allowed to him the costs of this cause, costs of advertising the sale and several orders nisi of the cause, town taxes due on property sold, auctioneer's fee, bond costs. After these allowances the balance is distributed unto the mortgagees named in the mortgage and is equal to the amount due on the mortgage and note secured thereby onday of sale. The statement of the mortgage debt has too much interest added as being due on day of sale, but this is corrected in the distribution to the mortgagees who receive no more than is due to them.

Respectfully submitted,

Madison B. Bordley,
Special Additor.

Sept. 15, 1922.

The proceeds of the sales of the mortgaged real estate of Joseph W. Thompson and Mary Thompson, his wife, mortgagors, in account with Madison Brown, attorney named in mortgage, party making sale of the mortgaged real estate under the power of sale in said mortgage.

Cr.

1922. April 29	Bygross proceeds of the sales of the mortgaged property, per the report of sales filed, to wit:	$400.00

Dr.

To Madison Brown, party making the sale, for his commissions, per report of sale filed, to wit:		$28.00
To do., for the court costs of this cause, as follows: Costs due J. F. Rolph, Clerk, paid, per receipt,	18.00	
Appearance fee of solicitor,	10.00	28.00
To do., for charges of auctioneer for selling land per bill for same, to wit:		5.00
To do., for town taxes due Church Hill, incorporated town, per bill for same, on property sold, to wit:		3.38
To do., for costsof his bond with corporate surety thereon, per bill for same, to wit:		5.00

To do., for costs of advertising the order nisi to be passed as to this report and account:	3.00	
To do., for the costs of fire insurance obtained by mortgagees on improvements onmortgaged property, per bill, to wit:	3.15	
To do., for the costs of advertising the sake and order nisi thereon in Centreville Record, per account for same, to wit:	21.08	
To Madison B. Bordley, special auditor, for stating this account, to wit:	4.50	
To Woodland P. Finley, Norman Dudley and Samuel E. Erskine, mortgagees, this balance,	298.89	
	$400.00	$400.00

September 15th, 1922.

Madison B. Bordley,
Special Auditor.

NISI RATIFICATIONOF AUDIT.

Madison Brown , Attorney named in Mortgage.

vs.

Joseph W. Thompson,
Mary Thompson,

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.

CASE NO. 2437.

ORDERED, This 15th day of September in the year nineteen hundred and Twenty-two that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of October 1922; provided a copy of this order be published once a week in each of two successive weeks before the 6th dayof October 1922 in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed Sept. 15th, 1922.

Nisi Ratification of Audit.

Madison Brown, Attorney Named in Mortgage, vs. Joseph W, Thompson and Mary Thompson.

In the Circuit Court for Queen Anne's County, in Equity, Case No. 2437.

Ordered, this 15th day of September in the year 1922, that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contmary thereof be shown on or before the 14th day of October, 1922; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of October, 1922, insome newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.
True Copy: Test:-
J. F. Rolph, Clerk.

Filed Sept. 15th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 26th, 1924.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in the case of Brown, Atty, vs. Joseph W. Thompson and Mary Thompson, cause 2437 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 6th day of October in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Certified Copy of Mortgage.

QUEEN ANNE'S COUNTY, tO wit: Be it remembered that on the sixth day of January in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this thirty first day of December, in the year nineteen hundred and eighteen, by Elmer E. Andrew and Tacy M. Andrew, his wife, of Talbot County, Stateof Maryland.

WHEREAS the said Elmer E. Andrew has this day borrowed of The Workingmen's Permanent Building and Loan Associationof Talbot County, a corporation of the State of Maryland, the full and just sum of six thousand ($6000.00) dollars, to secure the payment of said sum of money three years from the dateof these presents, with interest in the meantime at the rate of six per cent perannum, payable in advance, with the privilege on the part of the said mortgagor to pay on the principal sum at any interest date, the sum of five hundred dollars, or any multiple thereof, these presents are executed.

NOW THEREFORE, THIS MORTGAGE WITNESS that inconsideration of the premises and the further sum of one dollar the said Elmer E. Andrew and Tacy M. Andrew, hiswife, do grant and convey unto the said The Workingmen's Permanent Building and Loan Association of Talbot County, its successors and assigns, all and singular that farm or tract of land, situate, lying and being in both the third and sixth election district of Queen Anne's County, State of Maryland, and lying on both sides of the public road leading from Willoughby's Shops to Halls Cross Roads, adjoining the farm formerly belonging to the late William A. Hall and containing three hundred and thirty acres (330 A) of land, more or less, called and known as the Charles V. Golt Farm and which may be further described as adjoining on the north the lands of William Richardson and William Boyles, on the east the lands formerly belonging to William A. Hall, deceased and James Brown, on the south the lands of Alfred Wright, colored, and others, and on the west the lands of Josiah Covey.

It being the same land which was conveyed to the said Elmer E. Andrew by William J. Emerson, etal, by deed of even date and which is about to be recorded among the land record books of Queen Anne's County, and which is more fully described therein by metes and bounds, courses and distances.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said The Workingmen's Permanent Building and Loan Association of Talbot County, its successors and assigns forever.

PROVIDED that if the said Elmer E, Andrew, heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of six thousand ($6000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable and shall perform all the covenants hereinon their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made inthe premises,the said Elmer E. Andrew shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Elmer E. Andrew for himself, his heirs, personal representatives and assigns, do as hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited forthe payment of the same, or in any agreement, covenant or condition of this mortgage,then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful forthe said The Workingmen's Permanent Building and Loand Association of Talbot County, its successors and assigns, or John W. D. Jump, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred inmaking such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shallbe made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Talbot County, and such other notice as by the said Mortgage personal representatives or assigns may be deemed expedient; and inthe eventof a sale of said property, under the powers hereby granted, theproceeds, arising from such sale, to apply: first, to thepayment of all expenses incident to such sale, including a fee of

Ten dollars and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdcition in the State of Maryland, secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement of notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expensesincident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Talbot County in Equity, which said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant to pay; and the said Mortgagee, its successors, assigns or John W. D. Jump, its or their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tenderbe made of said principal, interest, costs, expenses and commissions.

AND the said Elmer E. Andrew for himself, his personal representatives and assigns, does further covenant forinsure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to thesaid Mortgagee its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Hundred ($1400.00) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee its successors and assigns.

WITNESS the hand and seal of the said Mortgagors.

Test: Elmer E. Andrew (SEAL)

W. Lester Rall. Tacy M. Andrew (SEAL)

STATE OF MARYLAND, Talbot County to wit: I hereby certify, that on this thirty first day of December in the year nineteen hundred and eighteen before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elmer E. Andrew and Tacy M. Andrew, his wife the Mortgagor named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared Alfred B.Mason, Secretary of the Workingmen's Permanent Building and Loan Association of Talbot County, 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.

As witness my hand and Notarial Seal.

W, Lester Rall,
Notary Public.

(SEA) W. Lester Rall
Notary Public.
Easton, Talbot County, Md.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of September in the year 1921, the following assignment was brought to berecorded, to wit: For value received, the Workingmen's Permanent Building and Loan Association of Talbot County hereby assigns th within and aforegoing mortgage to The Hillsboro-Queen Anne Bank without recourse.

Witness the seal of said Corporation and the signature of its president attested by the signature of its Secretary, this 23rd day of September, A.D. 1921.

Attest: Alfred B. Mason, Secretary. John T. Rathell, President.

Corporate
Seal

For further assignment of mtg. see folio 599 of this liber.

Queen Anne's County, to wit: Be it remembered that on the 15th day of July, in the year 1922, the following Assignment was filed for record to wit:- For value received, the within and aforegoing mortgage is assigned to T. Alan Goldsborough.

As witness the corporate seal of the said The Hillsboro-Queen Anne Bank, attested by its secretary, G. L. Wilson and the signature of Charles Jarrell, the President thereof, this 20th day of June 1922.

Test: G. L. Wilson,
Secretary.

Seal of Bank.

Charles Jarrell,
President of The Hillsboro-Queen Anne Bank.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 1 folio 471 etc. a Land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for queen Anne's County, this fifteenth day of July inthe year 1922.

J. F. Rolph, Clerk.

BOND.
Filed JUly 15th, 1922.

KNOW ALL MEN BY THESE PRESENTS, That we, T. Alan Goldsborough of Caroline County and State of Maryland, and THE UNITED STATES FIDELITY AND GUARANTY COMPANY, a bOdy corporate, duly authorized by its charter to become sole surety on bonds, areheld and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand ($9000.00) Dollars to be paid to the State of Maryland aforesaid, to which payment well and truly to be made and done we bind ourselvesand every of us, our and every of our heirs, executors, administrators, successore and assigns, on thewhole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of July, Nineteen Hundred and Twenty-two.

WHEREAS, the above bounden T. Alan Goldsborough, by virtue of a powerof sale contained in a mortgage from Elmer E. Andrew and wife to The Workingmen's Permanent Building and Loan Association of Talbot County, dated the thirty-first day of December nineteen hundred and nineteen, which mortgage was assigned by The Workingmen's Permanent Building and Loan Association of Talbot County to the Hillsboro-Queen Anne Bank on the twenty-third day of September, nineteen hundred and twenty-one and re-assigned by the Hillsboro-Queen Anne Bank to T. Alan Goldsborough on the twentieth day of June, nineteen hundred and twenty-one, which mortgage and assignments are duly recorded in Liber J.F.R. No. 1, folio 471, one of the mortgage record books for Queen Anne's County, and

WHEREAS, the said Alan T. Goldsborough, assignee,is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified and in the covenants and conditions therein contained.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the abOve bounden T. Alan Goldsborough does and shall well, truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the Sale of said mortgaged property or the proceeds thereof,then the above obligation to be void; otherwise to be and remain in full force and virtue inlaw.

As witness the hand and seal of the said T. Alan Goldsborough and the corporate name of the said The United States Fidelity and Guaranty Company by J. Frank

Harper, it duly authorized agent and attorney, and the corporate seal of the said The United States Fidelity and Guaranty Company attested by the signature of its duly authorized agent and attorney.

Signed, sealed and delivered in the presence of

Edna B. Green

T. Alan Goldsborough. (SEAL)

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

By

J. Frank Harper,
Its duly authorized agent and attorney.

Corporate Seal's Place.

TEST:

J. Frank Harper.

On the back Of the foregoing Bond was thus endorsed to wit: Security approved and Bond filed July 15th, 1922.

Report of Sale.

Filed Aug 10th, 1922.

T. ALAN GOLDSBOROUGH,
Assignee,

VS.

ELMER E. ANDREW AND WIFE.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY NO.

TO THE HONORABLE, THE JUDGES OF SAID COURT;

The report of sale of T. Alan Goldsborough, Assignee of a mortgage from Elmer E. Andrew and wife to the Workingmen's Permanent Building and Loan Association of Talbot County, dated the 31st day of December, 1918, and recorded in Liber J.F.R. No. 1, folio 471, one of the land record booksfor Queen Anne's County, which mortgage was duly assigned to the Hillsboro-Queen Anne Bank and also duly assigned by the Hillsboro-Queen Anne Bank to T. Alan Goldsborough, respectfully shows:

That after having given bond to the State of Maryland inthe penalty of NINE THOUSAND DOLLARS for the faithful performance of his trust with surety approved by the Clerk of the Court and having complied with all theother requisites required by law and the terms of said mortgage, including the giving of more than twenty days' notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer, Centreville Record, two weekly newspapers printed and published in Queen Anne's County, and in the Easton Star-Democrat, a weekly newspaper printed and published in Talbot County, as will appear by the printers' certificates of advertisement herewith filed as a part hereof, did, pursuant to such notice, attend the said sale in front of the Court House Door in the town of Centreville, Maryland, onTuesday, August 8th, 1922, between the hours of two and four o'clock P.M., and did then and there, proceed to sell the property mentioned in said proceedings, that is to say:

All and singular that farm or tract of land situate, lying and being in both the Third and Sixth ElectionDistricts of Queen Anne's County, State of Maryland, and lying on both sides of the public orad leading from Willoughby's Shops to Halls Cross Roads, adjoining the farm formerly belonging to the late William A. Hall, and containing THREE HUNDRED AND THIRTY (330) ACRES OF LAND, more or less, called and known as the Charles V. Golt Farm, and which may be further described as adjoining on the North the lands of

William Richardson and William Boyles, on the East the lands formerly belonging to William A. Hall, deceased, and James Brown, onthe South the lands of Alfred Wright, colored, and others, and on the West the lands of Josiah Covey, it being the same land mentioned and describedin a deed from William J. Emerson and others to Elmer E. Andrew by deed dated the 31st day of December,1918, and recorded in Liber J.F.R. No.1 Folio 469, one of the land record books for Queen Anne's County.

The same was struck off to Michael B. Nichols at and for the price and sum of SEVEN THOUSAND NINE HUNDRED AND TWENTY ($7920.00) DOLLARS, he being then and there the highest bidder therefor.

Your Assignee further reports that the purchaser paid FIVE HUNDRED ($500.00) DOLLARS, On the day Of sale and will comply with the terms of sale upon its ratification.

Respectfully submittsd,

T. Alan Goldsborough,
ASSIGNEE.

STATE OF MARYLAND
CAROLINE COUNTY. To wit:

I HEREBY CERTIFY that on this 10th day of August, Nineteen Hundred and Twenty-two, before the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared T. Alan Goldsborough, Assignee, and made oath in due formof law that the matters and things stated in the aforegoing report of sales are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand and Notarial Seal the day and year first above written.

Edna B. Green,
Notary Public.

Certificate of Publication in Record.
Filed Aug. 19th, 1922.

PUBLIC SALE OF VALUABLE FARM IN THE SIXTH DISTRICT OF QUEEN ANNE'S COUNTY.

Under and by virtue of a power of sale contained in a mortgage from Elmer E. Andrew and wife to the Workingmen's Permanent Building and Loan Association of Talbot County, dated the 31st day of December, 1918, and recorded in Liber J.F.R. no. 1, folio, 471, one of the land record books for Queen Anne's County, which mortgage was duly assigned to the Hillsboro-Queen Anne Bank and also duly assignedby the Hillsboro-Queen Anne Bank to T. Alan Goldsborough, the undersigned assignee will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 8, 1922, between the hoursof 2 and 4 o'clock P.M.

All and singular that farm of tract of land situate, lying and being in both the Third and Sixth Election Districts of Queen Anne's County, State of Maryland, and lying on both sides of the public road leading from Willoughby's Shops, to Hall's Cross Roads, adjoining the farm formerly belonging to the late William A. Hall, and containing three hundred and thirty acres (330) of land, more or less, called and known as the "Charles" V. Colt Farm", and which may be further described as adjoining on the North the lands of William Richardson and William Boyles, on the East thelands formerly belonging to William A. Hall, deceased, and James, Brown, on the South the lands of Alfred Wright, colored, and others, and on the West the landsof Josiah Covey, it being the same land mentioned and described in a deed from William J. Emerson and others to Elmer E. Andrew

by deed dated the 31st day of December, 1918, and recorded in Liber J.F.R., No. 1, folio 469, one of the land record books for Queen Anne's County.

There are ONE HUNDRED AND TWENTY ACRES VALUABLE SAW TIMBER on this farm, most of which is oak timber. There is also some pine timber.

This farm is improved by an eight room, two-story house, well painted and in good condition, also meat house, poultry house, dairy, two barns, granary and all necessary outbuildings.

Terms of Sale:- The terms of sale are one-third of the purchase money on the day of sale, the balance in two equal instalments in six and twelve months, respectively, from day of sale, the deferred payments to bear interest and to be secured to the satisfaction of the undersigned, or all cash on day of sale, at the option of the purchaser or purchasers. Title papers at expense of purchaser.

T. Alan Goldsborough,
Assignee.

THE CENTREVILLE OBSERVER.

Centreville, Md., Aug. 11th, 1922.

The Centreville Observer Publishing Co., hereby certifies that the assignee's sale of real estate in the case of Elmer E. Andrew a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 8th day of August in the year 1922.

The Centreville Observer Publishing Co.
By W. J. Price, Jr.

NISI

T. Alan Goldsborough Assignee
vs.
Elmer E. Andrew and wife

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2446.

ORDERED, This 11th day of August A. D., 1922, that the sale of the real estate made and reported in this cause by T. Alan Goldsborough, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of September next.

The Report state the amount of sale to be $7920.00

J. F. Rolph, Clerk.

Filed Aug. 11th, 1922.

Certificate of Publication of Order Nisi.

Filed Oct. 19th, 1922.

T. Alan Goldsborough, Assignee,
vs.
Elmer E. Andrew and wife.

In the Circuit Court for Queen Anne's County in Equity. Chancery No. 2446.

Ordered this 11th day Of August, A.D., 1922, that the sale ofthe real estate made and reported in this cause by T. Alan Goldsborough, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of October next; provided a copy of this order be inserted insome newspaper printed and published inQueen Anne's County, Maryland, once in each of four successive weeks before the 13th day of September next.

The Report states the amount of sale to be $7920.00

J. F. Rolph, Clerk.

True Copy-Test;-

J. F. Rolph, Clerk.

Filed August 11th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 19th, 1922.

The Centreville Rec rd Publishing Co., hereby certifies that the Order Nisi in the case, of T. A. Goldsborough and wife chy. 2446 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of Sept. in the year 1922.

The Centreville Record Publishing Co.

Filed Oct. 19th, 1922. BY E. H. Brown, Jr.

ORDERED, this 19th day of October, 1922 by the Circuit Court for Queen Anne's County, inEquity, and by the authority thereof, that the sale of the property mentioned in these proceedings, made and reported in the aforegoing report by T. Alan Goldsborough, Assignee, be and the same hereby is ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by theprevious order of this Court.

The Assignee is allowed the usual commissions and all expenses, not personal, when proper vouchers are filed with the Auditor.

Filed Oct. 19th, 1922. Thomas J. Keating.

Statement of Mortgage Debt.

Filed June 21st, 1923.

In the Circuit Court for Queen Anne's County in Equity.

T. Alan Goldsborough, Assignee, plaintiff
versus
Elmer E. Andrew and wife, defendants.

Chancery Docket, Cause No. 2446.

Statement of Mortgage Debt.

Following is a statement of the mortgage debt due underthe mortgage mentioned in the above cause on the day of the sale mentioned in the proceedings of the above cause, to wit:

Amount of the principal debt secured by said mortgage due on the day of sale, to wit: $6000.00

Amount due by way of interest thereon, being interest from January 1st, 1921 to day of sale (August 8, 1922) 577.00

Total amount due, to wit: $6577.00

State of Maryland, Caroline County, to wit:

I hereby certify that on this 18th day of June, nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland in and for the Caroline County aforesaid, personally appeared T. Alan Goldsborough, Assignee, and he did make oath in due form of law that the aforegoing is a true statement of the mortgage debt due under mortgage mentioned therein on the day of sale mentioned above, to the best of his knowledge and belief.
In testimony whereof I hereunto affix my name and seal NOTARIAL day and year above written.

Elizabeth MacDonald.
Notary Public.

Filed June 21st, 1923.

Report and Account of Special Auditor.

Filed Apr. 20th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

T. Alan Goldsborough, Assignee, Chancery Docket.

versus Cause No.

Elmer E. Andrew et al.

To the Honorable, the Judges of said Court:

The report of Madison B, Bordley, Special Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging T. Alan Goldsborough the party making the sale reported in said cause, with the gross proceeds of the sale so made and reported by him, and there out allowed him the commissions due to him in accordance with the terms of the mortgage, and the fee also provided in said mortgage for making the sale, the costs of advertising the sale and the several orders nisi of the cause, the state and county taxes paid by him on the mortgated property, court costs, auditor's fee, and the mortgage debt in full. The balance remaining after these allowanced is to remain in hands of the said party making the sale, subject to future order of the court.

M. B. Bordley,
Special Auditor.

April 20th, 1923.

The proceeds of the sale of the mortgaged real estate of Elmer E. Andrew, mortgagor, in account with T. Alan Goldsborough, Assignee, party making mortgage sale under power of sale containedin mortgage.

Cr.

1922.
August 8 By grossproceeds of mortgage, per report of sale filed August 10, 1922. $7920.00

Dr.

1922.

Aug. 8	To T. Alan Goldsborough, assignee, party making sale, for his commissions, per terms of mortgage, hhe sum of		$361.80
	To do., for the fee provided in mortgage for making sale inaddition to said commissions;		10.00
	To do., for the court costs of the cause, per bill of costs made by clerk, as follows:		
	Costs of clerk of court,	18.75	
	Appear. fee of plaintiff, as s solicitor	10.00	28.75
	To do., for costsof advertising sale and order nisi thereon in Centreville Record, per receipted account for same, to wit:		59.00
	To do., for costs of advertising sale and order nisi thereon in Centreville Observer, per receipted account for same, to wit:		59.00
	To do., for costs of advertising sale in Easton Star, per receipted account for same, to wit:		30.00
	To do., for the amount paid T. Elmer Anthony for auctioneering property at said sale, per his receipt for same, to wit:		25.00
	To do., for the costsof his bond with corporate surety thereon filed in this cause, per receipt for same appears, to wit;		27.00
	To do., for the state and county taxes on the mortgaged property for years 1920 and 1921:		166.75
	To do., for the amount of the mortgage claim on day of sale,principal and interest, to wit:		6577.00
	To do., for costs of advertising theorder nisi to be passed as to this account:		3.00
	To Madison B. Bordley, Special Auditor, for stating this account, to wit:		9.00
			$7356.30
	To balance, subject to order of court		563.70
		$7920.00	$7920.00
Apr. 20, 1923	Cr: By balance.		$563.70

M. B. Bordley,
Special Auditor.

Ordered, on this twentieth day of June, in the year nineteen hundred and twenty three by the Circuit Court for Queen Anne's County, in Equity, andby the authority of said Court, that the within and aforegoing report and account of Madison B. Bordley, Special Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that noticehas been given in accordance with the order nisi passed in this cause in relation thereto, and T. Alan Goldsborough, the party making the sale, is hereby directed to apply the proceeds of sales accordingly.

Thomas J. Keating.

Filed June 21st, 1923.

NISI RATIFICATION OF AUDIT.

T. Alan Goldsborough, Assignee
vs.
Elmer E. Andrew etal

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2446.

ORDERED, This 10th day of August in the year nineteen hundredand twenth three that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before

the 4th day of September, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of August 1923, in some newspaper printed and published in Queen Anne's County.

Filed Aug. 10th, 1923. J. F. Rolph, Clerk.

Certificate of Publication of Nisi Ratification of Audit.

Filed June 15th, 1923.

T. Alan Goldsborough, Assignee vs. Elmer E. Andres and wife.
In the Circuit Court for Queen Anne's County, in Equity, Cast No. 2446.

ORDERED, This 20th day of April in the year nineteen hundred and twenty-three, that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor, Ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of May_ 1923; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of May, 1923, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed April 20th. 1923.

THE CENTREVILLE RECORD.

Centreville, Md., June 15th, 1923.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in the case of Goldsborough, Assignee, vs. Andrew, Chy. 2446 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 7th day of May in theyear 1923.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Queen Anne's County, to wit: Be it resolved that on the 26th day of August, in the year nineteen hundred and twenty two, the following Order to Docket Suit was filed, to wit:

S. Scott Beck, Assignss.	In the Circuit
vs.	Court for Queen
William H. Welch	Anne's County,
Mary H. Welch	In Equity. No.

Mr. J. Fletcher Rolph, Clerk:

Please docket the above entitled cause on the equity side, with certified copy of mortgage from William H. Welch and wife, to Chas. A. Busteed, Trustee, dated May 1st, 1907, recorded in Liber S.S. No. 3-51 and together with all assignments, file same herein and enter my appearance for Plaintiff.

S. S. Scott Beck.

Certified Copy of Mortgage and Assignments.

Filed August 26th, 1922.

Queen Anne's County, to wit: Be it remembered that on the first day of May in the year nineteen hundred and seven the following mortgage was to be recorded, to wit:

This mortgage, made this 1st day of May, in the year nineteen hundred and seven, by William H. Welch and Mary H. Welch, his wife, of Queen Anne's County in the State of Maryland, witnesseth:

Whereas the said William H. Welch is indebted unto Charles A. Busteed, Trustee under the will of Eliza Wilkinson, of said county, in the full sum of thirty-eight hundred dollars, for cash loaned, for which he has drawn and passed to thesaid Charles A. Busteed, Trustee under the will of Eliza Wilkinson, his promissory note, bearing even date at The Queen Anne's National Bank of Centreville to the order of the said Charles A. Busteed, Trustee under the will of Eliza Wilkinson, which said note is endorsed across the face with the words "Principal Mortgage Note", written in red ink; and for the interest to accrue on said sum of thirty eight hundred dollars, thesaid William H. Welch has drawn and passed to the said Charles A, Busteed, Trustee under the will of Eliza Wilkinson, his six other promissoty notes, each for the sum of one hundred and fourteen dollars and payable to the order of thesaid Charles A. Busteed, Trustee under the will of Eliza Wilkinson, at The Queen Anne's National Bank of Centreville six, twelve, eighteen, twenty-four, thirty and thirty-six months, repsectively, after date all of said notes being endorsed across the face with words "Mortgage Interest Note" written in red ink; andwhereas it was a condition precedent to said loan that this mortgage should be given to secure the payment of the sum loaned as aforesaid, the interest to accrue thereon and the covenants and conditions of thismortgage.

Now, therefore, in consideration of the premises and the sum of one dollar, the said William H. Welch and Mary H. Welch, his wife, do hereby grant and convey unto the said Charles A. Busteed, Trustee under the will of Eliza Wilkinson, his successors and assigns in fee simple, all those tracts or parts of tracts of land called "Mount Hope" "Rawlings Chance", "Elliott's Addition", new reduced into one tract of farm, situate, lying and being in the Second Election District or Queen Anne@s County aforesaid, on the public road from Church Hill to Hollingsworth Mill and Island Creek, adjoining the lands of William Hurlock, Florence Larrimore and others, and containing one hundred and sixty-six acres, two roods and thirty perches of land. Being thesame landgranted and conveyed unto the said William H. Welch by LiLy M. Crow andothers, by deed bearing date 30th day of April, 1904, and recorded in Liber J.F.G. No. 6, fols. 261 etc.

Together with all the rights, ways, waters, privileges and advantaged thereto belonging or in any wise appertaining.

Provided, that if the said William H. Welch, his heirs, executors, administrators or assigns, shall well and truly Pay or cause to be paid to the said Charles A. Busteed, Trustee under the Will of Eliza Wilkinson, his successors or assigns, the aforesaid described promissory notes given for said principal sum and interest to accrue thereon when and as they respectively mature and fall due, and shall perform all the covenants and conditions herein on his and their part to be performed then this mortgage shall be void; and until default, the said William H. Welch, his heirs and assigns shall possess said property.

And the said William H. Welch, for himself,his heirs, executors, administrators and assigns, covenants to pay, as they severally fall due the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied on the same and the property hereby conveyed, all cost and attorneys commissions and charges incurred in the collection of said debt or any part thereof, and to insure and pending this mortgage to keep incurred the improvements on said premises to the amount of the full insurable value thereof, and to have the policy or policies so endorsed or framed that the proceeds thereof shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But in case of default in payment of said debt, or the interest to accrue thereon or any part of either as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt hereby intended to be secured, and all moneys owing hereunder or secured shall be due and demandable, and the said Charles A. Busteed, Trustee under the Will of Eliza Wilkinson, his successors or assigns, or Philemon B. Hopper of said county, who is hereby named as attorney for the purpose, are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale, in a newspaper published in Queen Anne's County, aforesaid, and such other notice as party selling may deem expedient, for cash or for cash and credit, at the option of the person making thesale, the credit payment, if any, to bear interest, and to be secured by the notes of the purchaser, with approved securities, and to apply the proceeds to the payment of first, all expenses incident to such sale, (including compensation to the person making the sale the same as to trustees in Equity;) second, allmoneys owing hereunder or secured hereby whether the same shall have then matured or not, and third, the balance to the said William H. Welch, or whoever may be entitled to the same.

Witness their hands and seals.

William H. Welch (SEAL)

Mary H. Welch (SEAL)

Test:- J. Mck. Tilghman

State of Maryland, Queen Anne's County, to wit;

I hereby certify that on this first day of May, in the year nineteen hundred and seven, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William H. Welch and Mary H. Welch, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

J. McK. Tilghman, J.P.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this first day of May, in theyear nineteen hundred and seven, before me the subscriber, a Justice of the Peact of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Charles A. Busteed, Trustee under th Will of Eliza Wilkinson, and did makd oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

J. McK. Tilghman J.P.

Queen Anne's County, to wit: Be it remembered that on the third day of October, inthe year nineteen hundred and ten the following assignment was brought to be recorded, to wit:

By authority of the Circuit Court for Queen Anne's County, in Equity, contained in an order passed on the 3rd day of October, 1910, in a cause in said Court entitled "In the matter of the estate under the will of Eliza Wilkinson, deceased," being Chancery Case No. 1661, and for value, and having endorsed to her the notes secured thereby, I do hereby assign the aforegoing mortgage to Addie I. Perry, with interest from August 24th, 1910 without recourse or guarantee. Witness my hand and seal this 3rd day of October,1910.

Charles A. Bustee, Trustee.

under will of Eliza (SEAL)
Wilkinson.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of August, in the year nineteen hundred and twenty two, the following assignment was brought to be recorded, to wit:

For value received, I hereby assign the aforegoing mortgage to S. Scott Beck, for foreclosure and collection.

As Witness my hand and seal this 25th day of August, 1922.

Witness:- Addie I. Perry (SEAL)

Mackey Perry Beck.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copiedfrom Liber S.S. No. 3, folio 51 &c., a Land Record Book for Queen Anne's County.

In Testimony Whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 26th day of August 1922.

J. F. Rolph,
Clerk.

BOND.
Filed September 19th, 1922.

KNOW ALL MEN BY THESE PRESENTS, That we, S. Scott Beck of Kent County, State of Maryland, as Principal, and the National Surety Company, a corporation, duly incorporated under the Laws of the State of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand ($6,000.00) Dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our, and each of our heirs, executors, administrators and successors, jointly and severally, firmly by thesepresents; Sealed with our seals and dated this 19th day of September, inthe year one thousand nine hundred and twenty two.

WHEREAS, William H. Welch and Mary H. Welch, his wife, by Deed of Mortgage dated the May 1st, 1907, duly executed, acknowledged and recordedamong the Land Records for Queen Anne's County, State of Maryland, in Liber S.S. No. 3, folio 51 etc., conveyed to Charles A. Busteed, Trustee, under the will of Eliza Wilkinson, certain real estate there in mentioned, to secure the payment of the sum of $3800.00, and interestthereon, which said Mortgage was, after successive addignments, assigned to the said S. Scott Beck for the purpose of foreclosure; and

WHEREAS, in the event of any default being made in any condition of the said Mortgage or the payment of the Mortgage debt or the interest thereon when due, power and authority was given therein to sell the mortgaged premises; and

WHEREAS, default has been made in the condition of the said Mortgage by reason of the failure to pay the Mortgage debt and interest thereon, as and when the same became due and payable, and the said S. Scott Beck, Assignee, is about to execute said power of sale by selling said Mortgage real estate.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, S. Scott Beck, shall well and faithfully perform any order or decree which shall be made

by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain infull force and virtue in law.

Signed, sealed and delivered in the presence of:

Alice R. Smith

Corporate Seal's Place.

S. Scott Beck (SEAL)
THE NATIONAL SURETY COMPANY
BY S. Scott Beck
Attorney in fact.

On the back Of the foregoing bond was thus endorsedto wit: Security approved and Bond filed September 19th, 1922.

Assignee's Report of Sale.

Filed January 5th, 1923.

S. Scott Beck, Assignee.
vs.
William H. Welch,
et al.

No.
In the Circuit Court for
Queen Anne's County, Maryland.
In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The RepOrt of S. Scott Beck, Assignee of mortgage from William H. Welch and Mary H. Welch, his wife, to Charles A. Busteed, Trustee, under the will of Eliza Wilkinson, dated May 1st, 1907 and recorded among the Land Records for Queen Anne's County, Stateof Maryland, in Liber S.S. No. 3 folio 51 etc., which said Mortgage, after successive assignments, was duly assigned to S. Scott Beck for the purpose of foreclosure and a copy of said Mortgage and Assignments thereon being filed in the above entitled cause, respectfully shows:

That default having been made under said Mortgage by reason of the failure of the Mortgageor, William G. Welch and Mary H. Welch, his wife, to pay the principal Mortgage debt as and when the same became due and payable, the said S. Scott Beck, as Assignee aforesaid, proceeded to execute the power of sale in said Mortgage contained and make sale of the Mortgage real estate; and after having given 20 days notice of the time, place, manner and terms of sale by publication in The Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland, and also in The Kent News, a newspaper printed and published in Kent County, Maryland, once a week for four successive weeks prior to the day of sale, and having given Bond with security, approved by the Clerk of this Court, he, did, on Tuesday, September, 19th, 1922, at Two thirty o'clock, P.M., in front of the Court House Door at Centreville, Maryland, offer the Mortgaged real estate at Public Auction, and then and there sold the same to Marion D. Mullikin, at and for the sum of $27.60 per Acre, and as said real estate contained 166 Acres, 2 Roods and 30 Perches of land, more or less, the said sale aggregated $4600.59, the said Marion D. Mullikin being the highest bidder for the same.

Your Assignee further reports that said real estate is located in the 2nd Election District of Queen Anne's County on the Public road from Church Hill to Hollingsworth Mill and Ireland Creek, adjoining the lands now or formerly owned by William Hurlock, et al, and was conveyed to William H. Welch by Lilly M. Crow, etal, by Deed dated April 30th, 1904, and recorded among the Land Records of Queen Anne's County aforesaid, in Liber J.E.G. No. 6, folio 261 etc.; and the purchaser has made satisfactory compliance with the terms of sale.

Respectfully submitted,

S. Scott Beck,

Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That, on this 4th day of January, 1923, beforeme, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, Assignee, and madeoath indue form of law that thematters and things set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that that sale therein reported was fairly made.

As witness my hand and Notarial Seal:

Notary Public
Seal.

Alice R. Smith
Notary Public.

Printer's Certificate of Advertisement of Sale.

Filed March 21st, 1923.

PUBLIC SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in a mortgage from William H. Welch and Mary H. Welch, his wife, to Charles A. Busteed, Trustee, under the will of Eliza Wilkinson, dated May 1st, 1907, and recorded among the Land Recordsof Queen Anne's County, State of Maryland, in Liber S.S. No. 3, folio 51, etc., which said mortgage after successive assignments has been assigned to S. Scott Beck forthe purpose of foreclosure, the said S. Scott Beck as assignee of said mortgage will offer at public sale, to the highest bidder, in front of the Court House door, in Centreville, Maryland, on Tuesday, September 19th, 1922, at 2.30 o'clock P.M., all that valuable farm ortract of land called "Mount Hope," "Rawling's Chance," and "The Crow Farm," situated in the Second Election District of Queen Anne's County aforesaid, on the public road from Church Hill to Hollingsworth Mill and Ireland Creek, adjoining the land now or formerly of William Hurlock, Florence Larrimore, and others, and containing 166 acres, 2 Roods, and 30 Perches of land more or less, and being moreparticularly described in a deed to the said William H. Welch by Lilly M. Crow, et al., dated April 30th, 1904, and recorded among the aforesaid Land Records in Liber J.E.G. No. 6, folio 261, etc.

The improvements consist of a modern three story frame dwelling with additions attahced; a 12-horse stable; combination granary and corn crib; dairy; chicken houses and other necessary outbuildings.

The fencing on this farm is in exceptionally good condition; the land is fertile and in a good state of cultivation and an excellent opportunity is afforded by this sale for anyone to purchase a good investment or a nice farm for a home.

Terms of Sale:- One-third, of purchase money cash on day of sale, and the balance to be paid in two equal instalments in six and twelve months from the day of sale; defered payments to bear interest from day of ales, or all caseh, at theoption of the purchaser; possession of property will be given January 1st, 1923, together with all rights of an incoming tenant. Other terms to be stated on day of sale.

S. Scott Beck, Assignee.

THE CENTREVILLE RECORD.

Centreville, Md., Mar. 21st. 1923.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of S. Scott Beck, assignee vs. Wm. H. Welch a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 19th day of September in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

ORDER NISI.

S. Scott Beck, Assignee
vs.
William H. Welch et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2462.

ORDERED, This 5th day of January A.D., 1923, that the sale of the real estate made and reported in this cause by S. Scott Beck, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of February next.

The Report states the amount of sales to be $4600.59.

J. F. Rolph, Clerk.

Filed January 5th, 1923.

Certificate of Publication of Order Nisi.

Filed March 21st, 1923.

S. Scott Beck, Assignee, vs. William H. Welch, et al.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2462.

Ordered, this 5th day of January, AD., 1923 that the sale of the real estate made and reported in this cause by S. Scott Beck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of March next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of February next.

The Report states the amount of sales to be $4600.59.

J. F. Rolph, Clerk.

True Copy--Test:

J. F. Rolph, Clerk.

Filed January 5th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., March 21st, 1923.

The Centreville Record Publishing Co., hereby certifies that the order nisi in the case of S. Scott Beck, Assignee vs. Wm. H. Welch, et al a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 7th day of Feb. in the year 1923.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Filed March 21st, 1923.

ORDER OF COURT.

ORDERED, this 22nd day of March 1923, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Sale made and reported by S. Scott Beck, Assignee, be, and the same ishereby 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 Assignee is allowed the usual commissions and expenses, not personal, when vouchers therefor are filed with the Auditor to whom these proceedings are referred for the purposeof stating on Account.

Lewin W. Wickes.

Statement of Mortgage Indebtedness.

Filed January 5th, 1923.

S. Scott Beck	No.
Assignee	In the Circuit Court for
vs.	Queen Anne's County, Md.
William E. Welch,	in Equity.
et al.	

STATEMENT, OF MORTGAGE DEBT.

William H. Welch and wife,

To A. Isabel Perrry, Dr.

To amount dueunder Mortgage	$3800.00
To interest thereon from May 1st, 1922 to September 19th, 1922.	88.03
	$3888.03

A. Isabel Perry.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of January, 1923, before me, thesubscriber, a Notary Public of the State of Maryland, in andfor Kent County aforesaid, personally appeared A. Isabel Perry and made oath in due form of law that the above statement of Mortgage Indebtedness is true to the best of her knowledge and belief.

As witness my hand and Notarial Seal:

Notary Public
Seal.

Alice R. Smith
Notary Public.

Auditor's Account and Report.
Filed March 24th, 1923.

S. Scott Beck, Assignee. vs. William H. Welch, et al.

No. 2462.
In the Circuit Court for Queen Anne's County.
In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

At the request Of the Solicitor for the Plaintiff, your Auditor, Madison Brown, has stated the within account in this case, crediting the estate with the proceeds of sale as reported by the Assignee and charging it with the Assignee's commissions, his expenses, not personal, the costs of suit and Auditor's fee.

The amount due Addid I. Perry, Assignee, of a Mortgage from William H. Welch, and wife to Charles A. Busteed, Trustee under the Will of Eliza Wilkinson, including interest, as per statement filed, is next allowed, and the remiander, amounting to $221.94 is distributed to William H. Welch, Mortgagor.

Respectfully submitted,
Madison Brown,
Auditor.

THE MORTGAGED REAL ESTATE OF WILLIAM H. WELCH, ET AL.

Dr. 1922			
Sept. 19th	To the Assignee's commissions		$229.02
	To the Assignee's expenses:		
	To The Centreville Record for advertising asle and Order Nisi.	52.25	
	" the Kent News, advertising sale	24.00	
	" National Surety Company, premium on Bond.	24.00	
	" Frank Seward, Auctioneer.	25.00	
	" William T. Keating, State & County taxes for 1922.	94.85	
	" Alice R. Smith, Notary fees, affidavirs to Report of Sale and Mortgagee's Statement of debt.	.50	
	" Ratification Nise on this Account.	3.25	223.85
	To the costs of suit:		
	To S. Scott Beck, Sol. for Plaintiff	10.00	
	" J. Fletcher Rolph, Clerk.	18.75	28.75
	To Madison Brown, Auditor, Stating this account		9.00
			490.62
	To Addie I. Perry, Assignee, To amount due under Mortgage from William H. Welch and wife to Charles A. Busteed, Trustee under Will of Eliza Wilkinson, assigned to Addie I. Perry, (the same as A. Isabel Perry) including interest as per statement filed		3888.03
	To William H. Welch, Mortgagor, the remainder.		221.94
			4600.59

IN ACCOUNT WITH S. SCOTT BECK, ASSIGNEE.

1922.		Cr.
Sept. 19	By the proceeds of sale as reported by the Assignee.	4600.59

March 24th, 1923.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

S. Scott Beck, Assignee
vs.
William H. and Mary H. Welch

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2462.

ORDERED, This 24th day of March in theyear nineteen hundred and twenty three that the Reportand Account filedin these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or beforethe 25th day of April 1923, provided a copy of this order be published once a week in each of two successive weeks before the 17th day of April 1923 in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed March 24th, 1923.

Certificate of Publication of Nisi Ratification of Audit.
Filed June 16th, 1923.

S. Scott Beck, Assignee vs. William H. and Mary H. Welch.
In the Circuit Court for Queen Anne's County, in Equity. Case No. 2462.

ORDERED, This 24th day of March, in theyear nineteen hundred and twenty three that the Report and Account filed in these proceedings by Madison Brown, Auditor,, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of April, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of April, 1923 in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.
True Copy--Test:
J. F. Rolph, Clerk.

Filed March 24th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., June 6th, 1923.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in the case of Beck, Assignee vs. Welch, Chy. No. 2462 a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, oncea week in each of two successive weeks before the 17th day of April inthe year 1923.

The Centreville Record Publishing Co.
By E. H. Brown, Jr.

Filed June 6th, 1923.

Ordered this seventh day of June 1923, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account of the Auditor be and the same is hereby ratified and confirmed,no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding order nisi, and the assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Lewin W. Wickes.

Filed March 24th, 1923.

Queen Anne's County, to wit: Be it remembered that onthe fifteenth day of September in the year nineteen hundred and twenty the following Order to Docket Suit was brought to be recorded, to wit:

Madison B. Bordley, Assignee	In the Circuit
vs.	Court for Queen
Ida M. Bright,	Anne's County
Mortgagee.	In Equity.

Mr. Clerk:

Docket suit, file a certified copy of mortgage and assignments and enter my appearance in the above entitled cause.

Filed Sept. 15th, 1922. Madison B. Bordley.

MORTGAGE.

Certified Copy of Mortgage and Assignments.

Filed Jan. 17th,1923.

QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the fourteenth day of September, in the year nineteen hundred and twenty, the following Mortgage and Assignment was brought to be recorded, to wit:-

THIS MORTGAGE, Made this fourteenth day of September, in the year nineteen hundred and twenty by Ida M. Bright, widow-lady, of Queen Anne's County, in the State of Maryland,

WHEREAS, the said Ida M. Bright has this day borrowed of James T. Bright of said County and State the full and just sum of twenty five hundred dollars ($2500.00) to be repaid, with interest at the rate of six per cent per annum, payable semi-annually, at the expiration of one year (1) from the date hereof, to secure which said sum and the interest to accrue thereon, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH THAT, in consideration of thepremises and of the sum of One Dollar, the said Ida M. Bright does hereby grant and convey unto James T. Bright, his heirs and assigns, in fee simple,the following described real estate, to wit: ALL that lot or parcel or part of a tract of land situate, lying and being in thetown of Stevensville, Queen Anne's County, Maryland, which said lot adjoins thelands of Walter L. Price on the south, thelands of Mrs. Augusta Price on the north, the Main public road on the west, and the lands of Robert Cook, and all of which said lot is now enclosed and is improved by a two and one-half story frame dwelling house, with necessary outbuilding. Being a part of the same land described and conveyed in the deed to the said Ida M. Ringgold (now Ida M. Bright) from William J. Price, dated August 18th, 1896, and recorded in Liber W.H.C. No. 5, fol. 19, etc. a land record book for Queen Anne's County, aforesaid.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said mortgagor, herheirs, executors, administrators or assigns shall well and truly pay to the said mortgagee, his successors, executors, administrators or assigns the aforesaid sum of twenty five hundred dollars ($2500.00) and the interest to accrue thereon, when and as the same shall become due and payable, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said mortgagor, he heirs and assigns shall possess said property.

And the said mortgagor for herself, and for her heirs, executors, administrators and assigns hereby covenant to pay as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies approved by the said mortgagee, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said mortgagee, his executors, administrators or assigns, or James T. Bright their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to the mortgagor or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said mortgagee, his executors, administrators, successors or assigns, or James T. Bright their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said mortgager for herself, and for her heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hands and seals of the mortgagor.

Ida M. Bright (SEAL)

Test:
J. McK. Tilghman.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken copy from Liber J.F.R. No. 5 folio 279 etc., a Land Record Book for Queen Anne's County, including assignments on the back hereof.

In testimony whereof, I hereunto affix the seal of the Circuit Court for Queen Anne's County this 15th day of Sept. 1922.

J. F. Rolph, Clerk.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 14th day of September, 1920, before the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Ida M. Bright, the mortgagor abovenamed, and acknowledged the aforegoing mortgage to be her act and deed. And at the same time also before the subscriber, personally appeared James T. Bright, the mortgagee named above, and made oath in due form of law that the consideration stated in the aforegoing mortgage to be true and bona fide as therein set forth.

J. McK. Tilghman.
Justice of the Peace.

For value received, I do hereby assign the within and aforegoing mortgage unto Mary B. Carter.

Witness my hand and seal this fourteenth day of September, in the year nineteen hundred and twenty.

Test: John Palmer Smith.

James T. Bright. (SEAL)

Queen Anne's County, to wit:-

Be it remembered that on the fifth day of September, in the year nineteen hundredand twenty two, the following assignment was brought to be recorded, to wit:-

Sept. 5, 1922. For value received I do hereby assign the within andaforegoing mortgage unto the Centreville National Bank of Maryland, a body corporate, duly incorporated under the laws of the United States of America, for the sum of the principal amount with interest on same from September 14th, 1920, the amount being five hundred dollars.

Test: J. Roland Carville. Mary B. Carter (SEAL)

Queen Anne's County, to wit:

Be it remembered that on the fifteenth day of September, in the year 1922, the following assignment was brought to be recorded, to wit:

September 13th, 1922. The Centreville National Bank of Maryland, does hereby assign the within and aforegoing mortgage, for value received, unto Madison B. Bordley for the purpose of foreclosure and collection. In Testimony whereof thesaid Centreville National Bank of Maryland, a body corporate has caused its President to sign the same and affix the seal of said Bank hereto.

William R. Wilson (SEAL)
The President of the Centreville National Bank.

Filed Jan. 17th, 1923

BOND.
Filed Oct. 6th, 1922.

KNOW ALL MEN BY THESEPRESENTS, That we, Madison B. Bordley of Queen Anne's County, State of Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and Five Hundred Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of September in the year of our Lord one thousand nine hundred and twenty two.

WHEREAS, the above bounden Madison B. Bordley by virtue of a power contained in a mortgage from Ida M. Bright to James T. Bright dated
and recorded in Liber No. folio &c., one of the Land Record Books of Queen Anne's County, aforesaid, is authorized and empowered to sell the property described in said mortgage in caseof default being made in any of the covenants contained therein and whereas such default has occurred and the said Madison B. Bordley, Assignee of said mortgage is about to execute the power vested in him in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

J. F. Rolph.

Madison B. Bordley (SEAL)

Corporate Seal's Place.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND,

Owen A. Dungan, President.

Queen Anne's County, to wit:

On the back Of the foregoing Bond was thus endorsed to wit: Security approved and Bond filed Oct. 6th, 1922.

Report of Sale.

Filed October 19th, 1922.

Madison B. Bordley,
Assignee
vs.
Ida M. Bright,
Assignee.

In the Circuit Court
For Queen Anne's County
In Equity.
Cause No. 2465.

To the Honorable, the Judges of said Court:-

The Report of Madison B. Bordley, Assignee, to your Honors, respectfully shows:-

That default was made in the payment of the principal debt and interest by the mortgagor, covenanted to be paid in the mortgage from Ida M. Bright, widow, to James T. Bright, dated September 14th, 1919, and recorded in Liber J.F.R. No. 5 folios 279 etc., a land record book for Queen Anne's County, Maryland, and in other covenants therein contained and the said mortgage by various assignments having been finally assigned to Madison B. Bordley, a certified copy of said mortgage and various assignments is filed in these proceedings and prayed to be taken as a part of this report.

That the said Madison B. Bordley, assignee as aforesaid, by virtue of the power of sale contained in said mortgage, after firstgiving bond, with sueety approved by the Clerk of Circuit Court for Queen Anne's County, for the foreclosure of said mortgage under said power of sale, as required by law, after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Centreville Record, a weekly newspaper printed and published in Queen Anne's County, Maryland, for more than four successive weeks (Being more than 20 days) before the day of sale as required by the terms of the mortgage, did pursuant to said notice and advertisement attend in front of the Court House door, in the town of Centreville, County aforesaid, on Tuesday, October, 10th, 1922, between the hours of one and two o'clock P.M. and did then and there proceed to sell the land described in said mortgage; and sold the same to The Centreville National Bank of Maryland, a body corporate, duly incorporated under the laws of the United States of America, said land consisting of a lot or parcel of ground situate on

the right of the public road leading from Stevensville to Love Point in said county, improved by a two-story frame dwelling, the said body corporate the Centreville National Bank of Maryland, being then and there the highest bidder therefor at and for the sum of thirty-two hundred and seventy-five dollars ($3275.00). The said purchaser has complied with the terms of sale.

A certificate of the due publication of the advertisement of sale is filed herewith as a patt hereof.

Madison B. Bordley,
Assignee.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this nineteenth day of,October, in theyear nineteen hundred and twenty two, personally appeared Madison B. Bordley, assignee of above mortgage and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Filed Oct. 19th, 1922. J. F. Rolph, Clerk.

Certificate of Publication of Report of Sale.

Assignee's Sale of a House and Lotof Land in Stevensville, Queen Anne's County,Md.

Under the power of sale contained in a mortgage from Ida M. Bright to James T. Bright, dated the 14th day of September, in the year 1920, and recorded among the land records for Queen Anne's County, State of Maryland, in Liber J.F.R. No. 5 folio 279, etc., which said mortgage after various assignments has been assigned unto Madison B. Bordley for the purpose of foreclosure, the said Madison B. Bordley will offer at public sale, to the highest bidder, in frontof the Court House door, in Centreville, county and State aforesaid, default having occurred in the terms of said mortgages, on Tuesday, October 10, 1922, between the hours of 1 and 2 o'clock P.M. ALL THAT LOT or parcellof land situate, lying and being in the town of Stevensville, Queen Anne's County, State of Maryland, and adjoining thelands of Walter L. Price on the south, thelands of Mrs. Augusta Price on the north, the main public road on the west, and the lands of Robert Cook, Improved by a two and one-half story frame dwelling with necessary outbuildings; and the land above described being a part of the same land described in a deed to Ida M. Ringgold (now Ida M. Bright) from William J. Price, dated August 18th, 1896, and recorded in Liber W.H.C. No. 5, folio 19, etc., a land record book for Queen Anne's County aforesaid, to which deed reference ismade for an accurate description of the land described above,

Terms of Sale:- One-fourth of the purchase money in cash on the day of sale, the balance in 12 months from the day of sale on interest bearing note payable in bank with sureties to the satisfaction of the undersigned attorney, or all cash at theoption of the purchaser or purchasers on day of sale. Title papers at the expense of the purchaser, including stamps on deed. Further particulars will be made known on day of sale.

Madison B Bordley.
Assignee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md. Oct. 19th, 1922.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Madison B. Bordley assignee vs. Ida M. Bright a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four success-

ive weeks (1st insertion being Sept. 16th, 1922) before the 10th day of October, in the year nineteen hundred and twenty two.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

NISI.

Madison B. Bordley,
Assignee.
vs.
Ida M. Bright
Mortgagor.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY.
IN EQUITY.
CHANCERY NO. 2456

ORDERED, This 19th day of October A.D., 1922, that the sale of the real estate made and reported in this cause by Madison B. Bordley, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of November next.

The Report states the amount of sales to be $3275.00.

J. F. Rolph, Clerk.

Filed October 19th, 1922.

Certificate of Publication of Order Nisi.

Madison B. Bordley, Assignee, vs. Ida M. Bright, Mortgagor.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2465.

Ordered, This 19th day of October, A.D., 1922, that the sale of the real estate made and reported in this cause by Madison B. Bordley, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of November next.

The Report states the amount of sales to be $3275.

J. F. Rolph, Clerk.

True copy--Test:

J. F. Rolph, Clerk.

Filed October 19th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., Jan. 17th, 1923.

The Centreville Record Publishing Co., hereby certifies that the, Order Nisi in the case of Madison B. Bordley, assignee, vs. Ida M. Bright in the Circuit Court for Queen Anne's County, in equity, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four subsessive weeks before the 23rd day of November, in the year 1922.

The Centreville Record Publishing Co.

By Walter F. Reed.

Filed Jan. 17th, 1923.

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 18th day of January, in the year nineteen hundred and twenty three that the sale made and reported by Madison B. Bordley, Assignee, 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 assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor to whom the papers in this case are referred for the purpose of stating an audit, which audit, the Auditor is devicted forwith to state.

Filed Jan. 18th, 1923. Lewin W. Wickes.

Statement of Mortgage Debt.

Statement of Mortgage Debt in the case of Madison B. Bordley vs. Ida M. Bright.

Amount due under the Mortgage Sept. 14th, 1922. Principal.	$2500.00
Interest on same from Sept. 14th, 1920 to Sept. 14th/22	340.00
" " " " " " 1922 to Oct. 10th/22	10.00
	$2850.00
5% Attorney's commissions.	142.50
Madison B. Bordley, Assignee.	$2992.50

I hereby certify that on this 18th day of January 1923 before the subscriber a Notary Public duly appointed for the state of Maryland in and for Kent County in said State personally appeared the within named Madison B. Bordley assignee as aforesaid and made oath in due form of law that theabove statement of Mortgage debt and interest is true to the best of his knowledge and belief.

Notary Public
Seal.

Mary E. Anderson,
Notary Public.

My commission expires May 1924.

Report and Account of the Auditor.

Filed April 13th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Madison B. Bordley, Assignee,

versus

Ida M. Bright, mortgagor.

Chancery Docket,

Cause No.

2465

To the Honorable, the Judges of said Court:

The reportof Madison Brown, auditor, unto Your Honors respectfully sets forth:

That in the within account, Madison B. Bordley, Assignee, party making sale of the mortgaged property, is firstcharged with the gross amount of the sale made by him, and he is then allowed thereout the expenses incident to the sale, in accordance with his vouchers furnished the auditor, his commissions for making the sale, per terms of the mortgage and the rule of the court, the fee of the auditor, certain taxes paid by him on mortgaged property sold, per voucher for same.

After these allowances the balances of the sale remaining is not sufficient to pay the debt due under the mortgage in full, and the balance is awarded the said assignee on account of said mortgage claim.

A statement of the mortgage debt after this allowance to said debt is appended tothe account.

Respectfully submitted,

Madison Brown,
Auditor.

April 13,
1923.

The proceeds of the sale of the mortgaged real estate of Ida M. Bright, mortgagor, under power of sale contained in mortgage mentioned in this cause, IN ACCOUNT WITH MADISON B. BORDLEY, Assignee.

Cr.

1922 Oct. 10	By gross proceeds of the sale of the mortgaged property, per report of sale filed 19 October 1922, to wit:	$3275.00

Dr.

" "	To Madison B. Bordley, Assignee of Mortgage, party making the mortgage sale, for the following items, to wit:		
(1)	For his commissions for making sale, per terms of mortgage & rule of Court, to wit:		$176.00
(2)	For the Court costs of this cause, per clerk's statement, as follows: --		
	Appear. feeof M. B. Bordley, Solicitor,	10.00	
	Costs of J. F. Rolph, Clerk.	18.50	28.50
(3)	For amount of state and county taxes for 1922 on mortgaged property sold by him, per receipted statement of Co. Treasurer, to wit:		42.70
(4)	For costs of advertising in Centreville Record notice of sale and the several orders nisi on this cause, per receipted account for same:		48.50
(5)	For the costsof his bond with corporate surety thereon filed in this cause, per receipt for same:		13.50
(6)	For amount paid Elmer Anthony for crying the mortgage sale, per his receipt for same, to wit:		25.00
	To Madison Brown, Auditor, for stating this account, to wit:		9.00
	To Madison B. Bordley, Assignee of Mortgage, in part of his mortgage claim, per statement filed, this balance, same not being sufficient to pay said claim in full, to wit:		2931.80
		$3275.00	$3275.00

Statement of Mortgage Debt.

Amount of mortgage Claim on the day of Sale Oct. 10, 1922, to wit:	$2992.50
Cr: By amount applicable thereto per above audit:	2931.80
Dr: Balance due by mortgagor, with interest from 10 October, 1022, to wit:	60.70

Madison Brown,
Auditor.

April 13, 1923.

NISI RATIFICATION OF AUDIT.

Madisom B. Bordley
Assignee
vs.
Ida M. Bright,
Mortgagor.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2465 .

ORDERED, This 13th day of April in the year nineteen hundred and twenty three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of May 1923; provided a copy of this order beppublished once a week in each of two successive weeks before the 30th day of April, 1923, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed April 13th, 1923.

Certificate of Publication of Nisi Ratification of Audit.

Madison B. Bordley, Assignee vs. Ida M. Bright.
In the CIrcuit Court for Queen Anne's Eounty, IN Equity. Case No. 2465.

ORDERED, This 13th day of April, in the year nineteen hundred and twenty three that the report and account filed in these proceedings by Madison Brown, AUditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of May, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of April, 1923, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.
True Copy--Test:-
J. F. Rolph, Clerk.

Filed April 13th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., October 1, 1924.

The Centreville Record Publishing Co., hereby certifies that the nisi audit in the caseof Bordley, Assignee vs. Ida M. Bright, Case No. 2465 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 30th day of April in the year 1923.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

PETITION OF SAFE DEPOSIT & TRUST COMPANY OF BALTIMORE, TRUSTEE UNDER THE WILL OF KATIE HURLOCK.

Filed September 27th, 1921.

KATIE HURLOCK	IN THE
VS.	CIRCUIT COURT FOR
WILBUR W. HURLOCK, et al.	QUEEN ANNE'S COUNTY
	IN EQUITY.

To the Honorable, the Judges of the Circuit Court for Queen Anne's County:

The petition of Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased, respectfully shows:

1. That J. Frank Harper, Trustee appointedby decree of this Court, holds in his hands a trust fund, consisting of theproceeds of sale of certain real estate sold under a decree of this Honorable Court passed in this cause, and, as such Trustee, is administering the trust under the supervision, and subject to the orders, of this Honorable Court in this cause. Your petitioner is advised that, by reason of the death of Katie Hurlock as hereinafter more fully set forth, and by virtue of her will, your petitioner is entitled to have the said fund, or the income therefrom from time to time, paid over to it, and therefore files this petition.

2. The real estate sold as aforesaid consisted of two classes: (1) Real estate which Samuel R. Hurlock, late of Queen Anne's County, deceased, had acquiredby deed in fee simple; and (2) real estate whereof John H. Evans, late of Queen Anne's County, deceased, died seised, and which he by his will, a copy whereof is filed among the proceedings in this cause, marked "Plaintiff's Exhibit A ", devised to his daughter, Katie Hurlock, either absolutely, or for life with remainder to her children living at the time of her death, and children of deceased children per stirpes, and which the said Katie Hurlock and her only child, the defendant Wilbur W. Hurlock, by deed dated December 13, 1907, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 4, folio 53, &c., a duly certified copy whereof is filed in these proceedings marked "Plaintiff's Exhibit B", conveyed to the said Samuel R. Hurlock, hisheirs and assigns. Said Samuel R. Hurlock, at the time of his death, was therefore seised of both classes of lands, although his title to lands of the second class was liable to be defeated by the death of the said Wilbur W. Hurlock, only child as aforesaid of the plaintiff Katie Hurlock, in her lifetime, leaving other issue. Said Samuel R. Hurlock, being seised as aforesaid, departed this life in August, 1908, leaving a Last Will and Testament duly executed to pass real estate and now duly probated in the Orphans' Court for Queen Anne's County, a duly certified copy whereof is filed in these proceedings, marked "Plaintiff's Exhibit C." By said will, the said Samuel R. Hurlock, deceased, devised and bequeathed all of his property, including the lands aforesaid, or his interest therein, to his wife, Katie Hurlock, for her life, and upon her death to his son, Wilbur W. Hurlock, for life, with ultimate remainder to the children of said Wilbur W. Hurlock living at the time of his death, the children of deceased children, if any, representing their parents. After the death of thesaid Samuel R.

Hurlock as aforesaid, the said Wilbur W. Hurlock, being entitled to a remainder for his life in the lands aforesaid, expectant upon the termination of his mother's estate for her life, conveyed to his said mother,Katie HUrlock, her heirs and assigns, all his right, title and interest in and to said lands, by deed dated January 24th, 1910, and recorded among the Land Records aforesaid in Liber S.S. No. 7, folio 362, &c., a duly certified copy of which deed is filed among the proceedings in this cause, marked "Plaintiff's Exhibit D". After the execution of said last mentioned deed, the Bill of Complaint in this case was filed by the said Katie Hurlock, against herson, the said Wilbur W. Hurlock, individually and as executor of his father, Samuel R. Hurlock, deceased, Margaret P. Hurlock, his wife, Margaret Catherine Hurlock and Mary Adelia Hurlock, infant children of said Wilbur W. Hurlock, and a certain R. Nelson Stevens, a judgment creditor of the Estate of Samuel R. Hurlock, deceased (which judgment has since been fully satisfied). Said Bill alleged that a sale of said lands would be to the advantage of all parties concerned, and prayed that the same might be sold and the proceeds invested for the benefit of the parties according to their respective rights in said lands; all whereof will more fully and at large appear by reference to the papers and-proceedings in this cause.

Subsequently, as aforesaid, the said real estate was sold pursuant to the prayer of the Bill, by J. Frank Harper, Trustee, and the proceeds invested by him under a decree of this Court , and said proceeds are now held by him subject to the order of this Court in this cause. Your petitioner is advised that, under the statute by virtue of which the sale was made, the proceeds thereof represent, and stand in place of, the land sold, and inure in equity to the benefit of the same persons, and inthe same manner, as the land itself would have done if it had not been sold.

3. Recently, to-wit: on or about the 10th day of July 1921, the said Katie Hurlock departed this life, leaving a Last Will and Testament, executed and attested in due form of law and after her death admitted to probate by the Orphans' Court of KEnt County, a certified copy of which will is herewith filed as part of this petition, marked "Petitioner's Exhibit S.D. No. 1". By said will, after making a specific bequest of certain furniture, jewelry and cash, the said testatrix devised and bequeathed all the residue of her estate to your petitioner, in trust to collect the income thereof, and, after paying all taxes and other proper expenses, to pay the net income, as the same shall accrue, to herson, the defendatn Wilbur W. Hurlock, for and during his natural life, and at and upon his death to transfer, convey, assign and deliver the corpus or principal of the property in its hands to his children, share and share alike, free of trust, the child or children of any deceased child to take per stirpes and not per capita. The said will also appointed J. Frank Harper, Esq., of Centreville, Maryland, as the testatrix's executor; and after her death letters testamentary upon her estate were duly granted to said Harper by the ORphans' Court of Kent County, as will more certainly appear by reference to a certificate thereof herewith filed as part of this petition, marked "Petitioner's Exhibit S.D. No. 2".

Your petitioner is advised, and therefore charges, that said will operates to vest in your petitioner all the right, title and interest of the said testatrix, Katie Hurlock, deceased, in the said lands, or the proceeds thereof, or the income therefrom,

in the hands of the said J. FRank Harper, Trustee, appointed by decree of this Court as aforesaid.

4. Your petitioner is advised that, unless some technical rule of law intervenes, the conveyance to Katie Hurlock by the said Wilbur W. Hurlock of his estate for life in remainder expectant upon the death of his mother, the said Katie Hurlock, by deed dated January 24, 1910, vested in his said mother, in addition to the estate for her own life which she already had, an estate per auter vie for the life of her said son, Wilbur W. Hurlock; said estate per auter vie being, by the terms of the said deed, limited to her the said Katie Hurlock, her heirs and assigns. Your petitioner is also advised that said estate per auter vie, being specially limited to the said Katie Hurlock and her heirs, would pass upon her death directly to her heir or devisee, and would not pass through her executor or her assets of the estate in his hands. Your petitioner is further advised that the sale of the said lands by and under the decree of this Honorable Court, and the conversion of the same unto money, did not change the character of the property as realty as distinguished fromthe personalty; and that the said proceeds of sale in the hands of said J. Frank Harper, Esq., Trustee, are to be treated in equity as still real estate, being held by him for the same persons who would have taken the land if the same had not been sold pursuant to said decree. ACcordingly, your petitioner is advised that, unless as aforesaid some technical rule of law intervanes, the will of said Katie Hurlock, deceased, transferred directly to your petitioner her estate per auter vie, for the life of her son, Wilbur W. Hurlock,in the funds in thehands of said J. Frank Harper, Trustee; and that accordingly the said J. Frank Harper, Trustee, should be required to pay over to your petitioner the income of said fund as the same shall accrue, so long as said WIlbur W. Hurlock shall live.

IT has been suggested to your petitioner, however, that by reason of certain technical rules of law it is possible that the estate for the life of said WIlbur W. Hurlock, conveyed by him to said Katie Hurlock was merged in, and swallowed up by, the estate already held in the said lands by said KATie Hurlock for her ownlife; and that, consequently, upon her death her entire estate in the land came to an end, so that no interest in said land passed by her will. According to this construction of the law so suggested to your petitioner as aforesaid, the said Katie Hurlock, after said conveyance by her son, Wilbur W. Hurlock, of his estate for life, was seised of an estate for her own life, with a contingent remainder to the children of said Wilbur W. Hurlock living at the time of his death; and that said contingent remainder was liable to be destroyed or extinguished by the expiration of the particular estate_ namely, the estate of said Katie Hurlock for her own life -- before the happening of the contingency; and that inasmuch as the said Katie Hurlock predeceased said Wilbur W. Hurlock, so that upon her death there were in existence no "children of said Wilbur W. Hurlock living at the time of her death", the contingent remainder to the children of Wilbur W. Hurlock living at the time of his death, and the children of deceased children, was extinguished and destroyed, leaving the said property undisposed of by the said testator, Samuel R. Hurlock, as his only heir at law, in fee simple.

Your petitioner is further advised, however, that, even upon this technical construction of the law, the said deed dated January 24, 1910, from Wilbur W. Hurlock to Katie Hurlock, conveyed to her and her heirs all the right, title and interest of said Wilbur W. Hurlock in said lands, either as heir or as devisee; and that if the effect of the said deed, and the subsequent death of said Katie Hurlock in the lifetime of said Wilbur W. Hurlock, was to destroy the contingent remainders to the children of Wilbur W. Hurlock living at the time of his death, so as to leave the property passing to him as heir at law of his father, then his title as such heir at law vested, by said deed, absolutely in his mother, the said Katie Hurlock, and passed by her will to your petitioner upon the trusts set forth in her said will. According to this construction of the law, the property being now vested in feelsimple in your petitioner as Trustee under the will of Katie Hurlock, deceased, the trust created by decree of this Court is now at an end, and it is the duty of said J. Frank Harper, Trustee, to transfer the whole of the corpus or principal of said dunf in his hands, as well as any income which may have accrued thereon since the death of said Katie Hurlock, to your petitioner, Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased.

Accordingly, your petitioner is advised, and therefore charge, that either (1) it is the duty of the said Trustee to pay over the income of the said trust fund, as the same shall accrue, for and during the natural life of the said Wilbur W. Hurlock, deceased; or (2) to transfer and assign the whole of the said fund, corpus as well as accruing income, to your petitioner as such Trustee.

5. If Your Honor should hold that the income only of the said trust fund should be paid to your petitioner during the life of said Wilbur W. Hurlock, your petitioner is in doubt as to whether the whole of such income should be paid by it to the said Wilbur W. Hurlock during his life, or whether the duty of your petitioner would requirea calculation of the present value of the estate in said fund for the life of Wilbur W. Hurlock, such value to be treated as the corpus of the trust estate in the hands of your petitioner, and your petitioner to pay to the said Wilbur W. Hurlock only so much of the annual payments to be made to your petitioner by the said J. Frank Harper, Trustee, as would represent interest upon the said capital value of the trust estate in the hands of your petitioner, the balance of such payments made to your petitioner by said J. Frank Harper, Trustee, to be invested for the benefit of the children of said Wilbur W. Hurlock.

6. Your petitioner is advised that the said J. Frank Harper, EXecutor of Katie Hurlock, deceased, may conceive it his duty to contend that if the said Katie Hurlock, deceased, by the deed from her son dated January 24, 1910, became entitled to an estate per auter vie for the life of her said son, then said life estate is assets in his hands, and that the income from said fund should be paid to him as Executor, and by him to your petitioner, instead of directly to your petitioner as Trustee under the will of Katie Hurlock, deceased. Wherefore your petitioner is advised that it is right and proper that said J. Frank Harper, Executor of said Katie Hurlock, deceased, be made a party to this suit and to this petition.

Wherefore your petitioner respectfully prays:-

(1) That the said J. Frank Harper, Trustee may be required and decreed either to transfer the whole of the said fund in his hands as Trustee appointed by decree of this Court, corpus as well as income accrued since the death of Katie Hurlock, deceased, to Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased; or, if the Court should be of the opinion that the said Katie Hurlock had only an estate per auter vie for the life of her said son, Wilbur W. Hurlock (in addition to the estate of her own life), then that said J. Frank Harper, Trustee appointed by decree of this Court, be required and decreed to pay over to your petitioners, Safe Depositand Trust Company of Baltimore, Trustee under the will of Katie Hurlock, all income of said fund accrued since the death of said Katie Hurlock, and also to pay over all income thereon that may hereafter accrue during the natural life of said Wilbur W. Hurlock.

(2) That Your Honor may direct what disposition should be made by your petitioner of any income or other moneys to be paid to it by said J. Frank Harper, Trustee and Executor as aforesaid.

May it please Your Honor to grant unto your petitioner the writ of subpoena against the defendants, Wilbur W. Hurlock and Margaret P. Hurlock, his wife, both of Baltimore City; Margaret Catherine Hurlock, infant, of Baltimore City; Mary Adelia Hurlock, infant, of Baltimore City; Wilbur W. Hurlock, Executor of Samuel R. Hurlock, deceased; J. Frank Harper, Trustee appointed by decree of this Court in this cause; and J. Frank Harper, Executor of Katie Hurlock, deceased, commanding them and each of them, upon some day certain to be therein named, to be and appear in this Honorable Court to answer thepremises and to abide by and perform such decree as may be passed herein.

Hershey, Machen, Donaldson & Williams,

Arthur W. Machen
Solicitors for Petitioner.

SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE,
Trustee.

By John W. Marshall, Vice President.
R. S. Ofie, Assnt. Secretary.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 21st day of September 1921, before the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John W. Marshall, Vice President of the Safe DEposit and Trust Company of Baltimore, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and things in the aforegoing petition contained are true asitherein stated to the best of his knowledge and belief.

AS WITNESS my hand and notarial seal.

Charles C. Reinhardt.
Notary Public.

Notary Public
Seal.

PETITIONER'S EXHIBIT S.D. No. 2.

Filed Sept. 27th, 1921.

KENT COUNTY, SC:

THE SUBSCRIBER, REGISTER OF WILLS FOR KENT COUNTY, doth hereby certify that it appears by the records in this office, that letters testamentary of all goods, chattels and credits and personal estate of Katie Hurlock, late of Kent County, deceased, was on the 9th day of August in the year of our Lord nineteen hundred and twenty-one granted and committed unto J. Frank Harper, the Executor, by the last will and testament of said deceased, whofiled his bond in the penal sum of $500.00 with security approved by the Orphans' Court for said county.

IN TESTIMONY WHEREOF, I hereunt set my hand and affix my official seal this 11th day of August A.D., 1921.

TEST:

Register of Wills
Seal.

Robert R. Hill
Register of Wills.

PETITIONER'S EXHIBIT S.D. NO. 1.

Filed Sept. 27th, 1921.

I, Katie Hurlock, of the town of Chestertown, Kent County, in the Stateof MAryland, but now temporarily sojourning in Baltimore City, in the State of Maryland, do make this my last will and testament, revoking all former wills and codicils heretofore made by me.

First: I give and bequeath unto my daughter-in-law Margaret P. Hurlock, absolutely all my furniture, jewelry and cash in hand or in banks or other depositories.

Second: All the rest, residue and remainder of my estate of whatsoever kind and wheresoever situate I give devise and bequeath to Safe Deposit and Trust Company of Baltimore, in Trust nevertheless to collect the income thereof, and after paying all taxes and other proper expenses, upon trust to pay the net income as the same shall accrue to my son Wilbur W. Hurlock, for and during his natural life, into his own hands, and not into another, whether claiming by his authority or otherwise; and at and upon the death of the said Wilbut W. Hurlock, to transfer, convey, assign and deliver the corpus or principal of the property in its hands to the children of my son Wilbur W. Hurlock, share and share alike free and clear of all trust, the child or children of my deceased child taking per stirpes and not per capita.

I do hereby make cnnstitute and appoint J. Frank Harper of Centreville, Md. to be the executor of this my last will and testament and I desire that he shall be excused from the necessity of giving bond for the faithful performance of his duties.

In testimony whereof I have hereunto set my hand and affixed my seal this 10th day of April in the year nineteen hundred and twenty.

Katie Hurlock (SEAL)

Signed, sealed, published and declared by the above named testatrix as and for her last will and testament in the presence of us, who, at her sequest, in her presence and the presence of each other, have hereunto subscribed our names as witnesses.

Roger B. Williams

Albert E. Donaldson.

STATE OF MARYLAND, KENT COUNTY, SCT:

On the 23rd day of July, 1921, came J. Frank Harper and in the presence of Almighty God solemnly declared that he does not know of any WIll or Codicle of Katie Hurlock late of said county, deceased other than above Instrument of Writing, and that he received the same from Wilbur W. Hurlock, the son of the said testatrix, Katie Hurlock, on or about the 10th day of April 1920.

Sworn to before me,

Robert R. Hill,
Register of Wills.

STATE OF MARYLAND, Kent County, Sct:

On this 9th day of August 1921 then came Roger B. Williams and Albert E. Donaldson, the subscribing witnesses to the within and aforegoing Will, before me, and made oath in the presence of Almighty God, that they did see Katie Hurlock, the Testatrix, therein named, sign and seal this Will, and that they heard her publish, pronounce and declare the same to be her last Will and Testament. At the time of so doing they believed her to possess a sound disposing mind, memory and understanding, and that they with each other signed this Will as witnesses, at the request and in the presence of the Testatrix and in thepresence of each other.

Sworn before

Robert R. Hill,
Registerof Wills.

To the Honorable, the JUdges of the Orphans' Court for Kent County.

I hereby acknowledge that I have received notice that the paper writing dated the 10th day of April nineteen hundred and twenty purporting to be the last will and testament of Katie Hurlock will be propounded for probate before your Honors on the 9th day of August, 1921 and I hereby consent that said paper writing be admitted to probate.

Wilbur W. Hurlock.

STATE OF MARYLAND, Kent County, Sct:

The subscriber, Register of Wills, in and for Kent County, doth hereby certify that the aforegoing is a true copy of the Last Will and Testament of Katie Hurlock, late of Kent County, Md., deceased, recorded in Liber "WILLS" R.R.H. No. 1, folio 271, one of the Wills record books for Kent County, Md. in the Register of Wills Office for said county: as the same remains on file and of record in my office.

IN TESTIMONY WHEREOF I hereunto set my hand and affix to seal of my office this 11th day of Aug. in the year of our Lord 1921.

Seal of
Register of Wills.

Robert R. Hill,
Register of Wills.

IN THE ORPHANS' COURT FOR KENT COUNTY, MARYLAND.

The Court having carefully examined the above last Willand Testament of Katie Hurlock late of Kent County deceased, and also the evidence adduced as to its validity, Orders and Decrees this 9th day of August 1921., that the same be admitted to probate in this Court as the true and genuine last Willand Testament of the said Katie Hurlock deceased.

Edward A. Scott
J. Henry Thompson
W. K. Hudson.

JUDGED OF THE
ORPHANS' COURT FOR
KENT COUNTY,MD.

Order

Filed Sept. 27th, 1921.

KATIE HURLOCK
VS.
WILBUR W. HURLOCK, et al.

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY.

IN REPETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.

Mr. Clerk:

Let the subpoenas against Wilbur W. Hurlock and wife, Wilbur W. Hurlock, Executor of Samuel R. Hurlock, and J. Frank Harper, Trustee and Executor, lie unissued.

Hershey, Machen, Donaldson & Williams.

Arthur W. Machen,
Solicitors for Petitioner.

Subpoena.

Filed Oct. 3rd, 1921.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND,

To Mary Adelia Hurlock, Infant of Baltimore City, Greeting:

You are hereby commanded, That all excuses set aside, you be in your person before the Circuit Court for Queen Anne's County, at the Court House, in the town of Centreville, on the First Monday of October next to answer the complaint of Katie Hurlock.

Against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable William H. Adkins, Chief Judge of the Second Judicial Circuit of Maryland, the 1st Monday of September in the year of our Lord one thousand nine hundred and twenty one.

ISSUED the 27th day of September A.D., 1921.

Hershey, Machen, Donaldson & Williams
Solicitor for Plaintiff.

J. F. Rolph, Clerk.

To the Defendant:

Take Notice; You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days after the first Monday of October, next, being the Return day.

J. F. Rolph,
Clerk.

SUBPOENA.
Filed Oct. 3rd, 1921.

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND,

To Margaret Catherine Hurlock, Infant, of Baltimore City, Greeting:

You are hereby commanded, That all excuses set aside, you be in your person before the Circuit Court for Queen Anne's County, at the Court House, in the town of Centreville, on the First Monday of October next to answer the complaint of Katie Hurlock.

Against you in said court exhibited.
Hereof fail not, as you will answer the contrary at your peril.
WITNESS, The Honorable William H. Adkins, Chief Judge of the Second Judicial Circuit of Maryland, the 1st Monday of September in the year of our Lord one thousand nine hundred and twenty one.
ISSUED the 27th day of September, A.D. 1921.

Hershey, Machen, Donaldson, & Williams
Solicitor for Plaintiff.

J. F. Rolph, Clerk.

To the Defendants:
Take Notice: You are required to file your answer or other defense in the office of the Clerk of this Courtwithin fifteen days after the first Monday of October next, being the Return day.

J. F. Rolph, Clerk.

ANSWER OF WILBUR W. HURLOCK, et al.
Filed September 27th, 1921.

KATIE HURLOCK

VS

WILBUR W. HURLOCK, et al.

IN REPETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

The answer, of Wilbur W. Hurlock and Margaret P. Hurlock, his wife, and Wilbur W. Hurlock, Executor of Samuel R. Hurlock, deceased, to the petition of Safe Deposit and Trust Company of Baltimore against these Respondents and other defendants in this Court in this cause exhibited.

These Respondents answering say:-

First: They admit thefacts alleged in the first paragraph of the said petition to be true as therein stated.

Second: They admit the facts alleged in the second paragraph ofthe said petition to be true as therein stated.

Third: They admit the facts alleged in the third paragraph of the said petition to be true as therein stated.

Fourth: They admit the facts alleged in the fourth paragraph of the said petition to be true as therein stated.

Fifth: Answering the fifth paragraph of the said petition these Respondents say that according to theclear intention of Katie Hurlock, deceased, mother of the Respondent, Wilbur W. Hurlock, as set forth in her last will and testament, the entire income from the said trust fund is intended to be paid to the said Respondent, and that according to said will and corpus is to go to the same persons who would take as remaindermen upon the death of this Respondent under the will of this Respondent's father, the said Samuel R. Hurlock, deceased. These Respondents are advised that it would defeat the intention of the said testatrix to impound any portion of the said income for the purpose of adding to the principal for the benefit of the said remaindermen. These Respondents further say that the limitation in remainder to the children of these Respondents contained in the will of said Katie Hurlock, deceased, is obviously intended to apply, in the first place, to any small property which the testatrix might leave in addition to her interest in said trust fund in the hands of J. Frank Harper, Trustee, and, in the second place, to provide for the possibility of a judicial decision that by virtue of the doctrine of merger the contingent remainders left in the will of Samuel R. Hurlock to the children of the said Respondent, Wilbur W. Hurlock, living at the time of his death, were destroyed,and the said Respondent, Wilbur W. Hurlock, had become entitled to a vested and indefeasible remainder in fee simple expectant upon the expiration of the life of his mother, the said Katie Hurlock, deceased, in the lands which were subsequently sold pursuant to the decree of this Honorable Court in this cause, which fee simple estate passed to his mother by virtue of a deed from the said Respondent, Wilbur W. Hurlock, thus vesting her with a fee simple title in said lands and not merely an estate for her own life and for the life of the said Wilbur W. Hurlock, Wherefore, there Respondents are advised and therefore charge that in any event the duty of the said Safe Deposit and Trust Company of Baltimore, Trustee, is to pay over to the said Respondent, as the same shall accrue, any income derived from the said fund in the hands of the said J. Frank Harper, Trustee.

Sixth: Answering the sixth paragraph of the said petition these Respondents do not admit that the estate of Katie Hurlock, deceased, for the life of her son, Wilbur W. Hurlock, in the trust fund in thehands of J. Frank Harper, Trustee, passed to the Executor of the said Katie Hurlock, but are advised and thereforecharge that inasmuch as the said funds constitute the proceeds of sale of real estate sold, under Bagby's Code, Article 16, Section 228, the investments thereof must enure to the same persons who would have been entitled if the lands had not been sold, and that if the land had not been sold the estate per auter vie of said Katie Hurlock therein, being limited to her heirs, would pass on her death directly to her heirs or devisees,and would not be assets in the hands of her Executor.

These Respondents pray that in any order or decree passed by your Honor due regard may be had for the rights of these Respondents and especially of the Respondent,

Wilbur W. Hurlock.

Roger B. Williams

Solicitor for

Wilbur W. Hurlock and
Margaret P. Hurlock, his
wife and Wilbur W. Hurlock,
Executor of Samuel R. Hurlock.

Wilbur W. Hurlock

Margaret P. Hurlock.

Wilbut W. Hurlock,
Executor of Samuel
R. Hurlock.

ANSWER OF J. FRANK HARPER.

Filed October 1st, 1921.

KATIE HURLOCK

vs.

WILBUR W. HURLOCK, et al.

IN REPETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

To the Honorable, the Judgesof said Court:-

The answer of J. Frank Harper, as Trustee appointed by decree of this Court in the above cause, and as Executor of Katie Hurlock, deceased.

This Respondent, answering, says:

FIRST: He admits that this Respondent, as Trustee as aforesaid, holds a trust fund consisting of the net proceeds of certain real estate sold under a decree of this Honorable Court, and, as such Trustee, has administered his trusts under the supervision and direction, and subject to the orders of, this Honorable Court in this cause, as alleged in the said first paragraph of the petition. This Respondent does not know, and therefore cannot either admit or deny, that by reason of the death of Katie Hurlock and by virtue of her will, the petitioner is entitled to the fund or the income therefrom, as set forth in the said first paragraph of the petition.

SECOND: This RespOndent admits the execution of the deeds and wills mentioned in the second paragraph of the petition, and as to the construction and effect thereof refers to certified copies of the same heretofore filed in this cause. The Respondent also admits that said real estate was sold, pursuant to the prayer of the Bill, by this Respondent as Trustee, and that the net proceeds of said sale, amounting to the sum of thirty-nine thousand, eight hundred and seventy-two dollars and ninety-two cents ($39,872.92), as will appear fromthe Report and Account of the Auditor filed in this cause and ratified by this Honorable Court on March 29, 1913, and constituting the corpus or principal of the trust estate, were invested by this Respondent as Trustee as aforesaid and are now held by him subject to the order and direction of this Honorable Court.

THIRD: This Respondent admits the matters and fact alleged in Paragraph 3 of the petition to be true as therein set forth, except that this Respondent cannot admit that the will of Katie Hurlock operates to vest in the petitioner all her right, title and interest in the said lands or the proceeds thereof or the income therefrom.

FOURTH: This Respondent does not admit the legal effect of the conveyance and wills mentioned in the fourth paragraph of the petition to be true as therein stated, and insists upon strict proof of the alleged right of the petitioner to the income or principal of the fund in the hands of this Respondent as Trustee as aforesaid.

FIFTH: This Respondent has no knowledge as to the duty of the petitioner in respect to the disposition of any income to be received by it, and is advised that the said fifth paragraph requires no further answer from this Respondent.

SIXTH: This Respondent shows to your Honors that under Section 224 of Article 93 of Bagby's Annotated Code of Maryland all "estates for the life of another person or persons except those granted to the deceased and his heirs only" are assets in the hands of the executor or administrator. This Respondent does not know whether the limitation in the deed from Wilbur W. Hurlock to the testatrix, Katie Hurlock, and her heirs, constitutes a limitation to her "heirs only" within the meaning of said Section of the Code, so that the estate for the life of Wilbur W. Hurlock conveyed to his mother, Katie Hurlock, would pass directly to her heirs or devisees instead of to this Respondent as her Executor. Moreover, this Respondent says that long prior to the death of said Katie Hurlock, deceased, the real estate in which an estate for the life of said Wilbur W. Hurlock was conveyed to this Respondent's testatrix, the said Katie Hurlock and her heirs, had been sold and converted into personal property; and this Respondent does not know whether the estate of said Katie Hurlock in said proceeds of sale, being personal property at the time of her death, would pass to this Respondent as her Executor, but is advised that his duty requires him to submit said question to the determination of this Honorable Court.

SEVENTH: This Respondent is anxious to perform his full duty both as Trustee under the decree of this Honorable Court, and as Executor of Katie Hurlock, deceased, but he is advised that he could property take no action inthe premises without the protection of a court of equity of competent jurisdiction.

WHEREFORE this Respondent prays that in any decree passed by this Honorable Court, due regard be had to the rights and obligations of this Respondent and those represented by him as cestuis que trust, creditors or legatees.

And as in duty bound, &c.,

J. Frank Harper,
as trustee appointedby the decree of this Court in the above cause, and as Executor of the last will and testament of Katie Hurlock, deceased.

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM.

Filed November 9th, 1921.

KATIE HURLOCK
VS.
WILBUR W. HURLOCK, et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.

IN RE PETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Petition of Petitioner in this case respectfully represents unto your Honor:

1st. That Margaret Catherine Hurlock and Mary Adelia Hurlock, Infant Defendants in this cause have been duly summoned.

2nd. That said Infant Defendants have no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a guardian ad Item to appear and answer for said Infant Defendants and suggests that who has no interest whatever in this suit be appointed Guardian ad Litem.

And as in duty bound, etc.

Hershey, Machen, Donaldson & Williams.
Solicitor for Petitioner.

ORDERED, by the Circuit Court for Queen Anne's County in Equity on this ninth day of November 1921, upon the foregoing petition that Richard T. Earle be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the aforegoing Petition and he is hereby directed to appear and file his answer in their behalf.

Philimon B. Hopper.

ANSWER OF MARGARET CATHERINE HURLOCK AND MARY ADELIA HURLOCK.

Filed November 9th, 1921.

KATIE HURLOCK	IN THE CIRCUIT COURT
vs	OF
WILBUR HURLOCK, et al.	QUEEN ANNE'S COUNTY
IN RE PETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.	IN EQUITY.

The answer of Margaret Catherine Hurlock and Mary Adelia Hurlock, infant defendants in the above entitled cause, by Richard T. Earle their guardian ad litem to the bill of complaint in said cause, respectfully shows:

That being infants they can neither admit nor deny the allegations of said bill of complaint and they therefore demand strict proof thereof and submit their rights to the protection of this Honorable Court.

Richard T. Earle,
Guardian ad litem

PETITION AND ORDER.

Filed Nov. 9th, 1921.

KATIE HURLOCK	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
WILBUR W. HURLOCK, et al.	IN EQUITY.
IN RE PETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.	

To the Honorable, the Judges of the Circuit Court for Queen Anne's County:

The petition of Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased, Petitioner in the above-entitled case, respectfully represents unto your Honor:

1. The matter of your Petitioner's petition is now at issue, answers thereto having been filed by or on behalf of all the Defendants therein named, and your Petitioner desires to take testimony beyond the limits of the County for which this Honorable Court exercises jurisdiction, to wit: in Baltimore City, in support of the allegations of its petition, and therefore prays that a commission may be issued to two suitable persons to take such testimony.

And as, &c.,

Hershey, Machen, Donaldson & Williams,
Solicitors for Petition.

ORDERED by the Circuit Court for Queen Anne's County upon the foregoing petition, that a commission be issued to A. de Russey Sappington, Title Building, Baltimore, and Alfred J. Carr, Law Building, Baltimore, to take testimony of such witnesses as may be procured before them or either of them in Baltimore City by any of the parties to this case.

Filed November 9th, 1921. Philemon B. Hopper.

COMMISSION TO TAKE TESTIMONY.

QUEEN ANNE'S COUNTY, SCT.,

THE STATE OF MARYLAND.

To A. deR. Sappington and Alfred J. Carr of Baltimore City. Greeting:

Be it known that you are appointed Commissioners to Examine Witness in a cause depending in the Circuit Court for Queen Anne's County, on the Equity side thereof, in re petition of Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased, in Chancery Cause No. 2014, entitled Katie Hurlock vs. Wilbur W. Hurlock, et al.

therefore you are requested, having first taken the Oath hereunto annexed, and also administered the annexed Oath to the person whom you shall appoint as Clerk to attend the executinn of this Commission, that at such time and place as to you shall seem convenient, you cause to come before you all such witnesses as shall be named or produced to you by either the Complainant of Defendant and that you examine them upon their corporal oaths to be by you administered on the Holy Evangely or Almighty God, touching their knowledge or remembrance of anything that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their solicitors, of the execution of this commission, before you execute the same, and having reduced the depositions of the witnesses so taken by you into writing, you send the same with this commission, closed under your hand and seal, to the said Court, with all convenient speed.

Witness the Honorable Wm. H. Adkins, Judge of the Second Judicial Circuit the 1st Monday of November 1921.

Issued the 29th day of November, A.D., 1921.

J. F. Rolph,
Clerk Circuit Court for Queen Anne's County.

COMMISSIONER'S OATH.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take examinations and depositions of all and every witness or witnesses produced and examined, by virtue of the commission hereunto annexed, upon the interrogatories now, or which mayhereafter, before the said commission is closed, be produced to and left with you, by either of the said parties.- So help you God.

Sworn before me Dec. 29, 1921.

Alfred J. Carr

A. de R. Sappington

Thomas G. Hull,
Notary Public.

Commission expires May 2nd, 1922.

CLERK'S OATH.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take, write down, and transcribe the depositions of all and every the witness and witnesses, produced before and examined by the Commissioner named in the commission hereunto annexed, as far forth as you are directed and employed by the said Commissioner, to take, write down, and transcribe the said depositions, or any of them.- So help you God.

Sworn before me
Dec. 28, 1921.

Edward H. Sappington,
Notary Public.

Notary Public
Seal.

Lafayette P. Temple.

DEPOSITIONS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

December 28, 1921.

KATIE HURLOCK
vs.
WILBUR W. HURLOCK,
et al.

In Re Petition of Safe Deposit & Trust Company of Baltimore, Trustee under the Will of Kate Hurlock, deceased.

The matter of the Petition of the Safe Deposit & Trust Company of Baltimore, Trustee, in the above entitled cause, being at issue, and notice having been given us by the solicitor for said Company of a desire to take testimony in the same, we, A. de Russy Sappington and Alfred J. Carr, commissioners appointed by the annexed Commission, under and by virtue of an order of the above named Circuit Court passed in this case on the 29th day of November, 1921, met on the 22nd of December, 1921, at our office in the City of Baltimore in the State of Maryland and assigned the 28th day of December in the same year at eleven o'clock in the forenoon and the office of Messrs. Hershey, Machen, Donaldson & Williams, in the Calvert Building, in the City and State aforesaid as the time and place for such examination of witnesses in said cause, at which last mentioned time and place we attended, due notice of such meeting having been given, andproceeded, in the presence of the solicitors for the respective parties set forth below, to take the following depositions, that is to say:

APPEARANCES:

Present in behalf of the Petitioner, the Safe Deposit & Trust Company, Messrs. Hershey, Machen, Donaldson & Williams (by Mr. Machen).

Present in behalf of Wilbur W. Hurlock and Margaret P. Hurlock and Wilbur W. Hurlock, Executor of Samuel R. Hurlock, Mr. Roger B. Williams.

Present in the proper person as Trustee and Executor, Senator J. Frank Harper.

Thereupon---

MARGARET PAYNE HURLOCK,

a witness, of lawful age, produced on behalf of the Petitioner, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION.

By Mr. Machen:

1 Q. Please state your name and residence.

A. My name is Margaret Payne Hurlock; I live at the Regis Apartments, Denmore Park, Baltimore, Maryland.

2 Q. You are the wife, are you not, of Wilbur W. Hurlock.

A. Yes.

3 Q. Do you know the parties to this suit.

A. Yes.

4 Q. Did you know Mrs. Katie Hurlock.

A. I did.

5 Q. Is she dead, and if so, when did she die.

A. She is dead; she died July 10, 1921.

6 Q. She was the mother of your husband, was she not.

A. Yes.

7 Q. Did she leave any other children or issue of deceased children.

A. No.

8 Q. At the time of her death, what issue, if any, did your husband, Wilbur W. Hurlock, have living.

A. Margaret and Mary Hurlock.

9 Q. WHen were they born.

A. Margaret was born November 10, 1904 and Mary was born November 1905.

10Q. These are the same children mentioned in the proceedings in this case, are they not.

A. Yes.

11Q. Your husband is, of course, still living.

A. Yes.

(Testimony of witness concluded..)

GENERAL QUESTION.

Do you know or can you state any other matter or thing that may be to the benefit or advantage of the partiesto this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties. If so, state the same fully and at large in your answer.

A. No.

Mr. Machen: We offer in evidence Petitioner's Exhibit S.D. No. 1 and S.D. No. 2, filed with the Petition of the Safe Deposit & Trust Company of Baltimore, Trustee

We also offer in evidence the papers and proceedings in this cause prior to the filing of the Petition of the SAfe Deposit & Trust Company.

Thereupon---

J. FRANK HARPER,

a witness of lawful age, produced on behalf of the Petitioners, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION.

By Mr. Machen:

1 Q. Please state your name, residence and occupation.

A. My name is J. Frank Harper; I live at Centreville, Queen Anne's County, Maryland; I am an attorney at law and at the present time a member of the Public Service Commission of Maryland.

2 Q. Do you know the parties to this suit.

A. I do.

3 Q. I believe you are the trustee who was appointed to make sale of certain real estate in this case entitled Katie Hurlock against Wilbur W. Hurlock, et al.

A. I am.

4 Q. Did you sell the real estate accordingly.

A. Pursuant to the decree of the Court passedin this cause in the latter part of 1912, I made sale of the real estate described in the proceedings inthis cause that same year.

5 Q. You have invested the proceeds, have you not, under the Order of the Court.

A. Yes, the net proceeds of these sales, after the payment of the expenses of the proceedings and certain debts which the Court directed to be paid, amounted to $39,872.92, which amount constituted and still constitutes the principal or corpus of this trust estate. This amount has been fully invested in mortgages and real estate, which mortgages, have, of course, changed from time to time by reason of the payment and reinvestments, and at the present time the mortgage investments amount to $38,872.92, the remaining one thousand dollars being on deposit in the savings department in the Queen Anne's National Bank at Centreville. This balance represents a payment of a mortgage made during the year and which I have not yet found investment for

6 Q. I find in the papers in the case reference to a judgment in favor of a certain R. Nelson Stevens; do you know whether or not that judgment has been paid and satisfied.

A. Yes, it has been paid and satisfied.

7 Q. And the proceeds of the sale which you havementioned are net after payment of this judgment and other costs.

A. Yes, and other claims and expenses. These are all fully set forth in the audit filed in this cause February 20, 1913, and ratified by the Court.

8 Q. You are also executor of Katie Hurlock, I believe.

A. I am.

9 Q. Can you give us any idea of what her estate consists, so far as you have been able to ascertain, other than any interest she might have in the proceeds of sale of the property in your hands as trustee.

A. Other than any interest in the proceeds of the sale which I hold as trustee in this case, Mrs. Hurlock's personal estate, so far as I have been able todiscover, consists of her household furniture and effects and a small balance to her credit in the Chestertown Bank of Maryland, and the balance of income due her as beneficiary in this estate.

10Q. You mean income accrued at the time of her death.

A. Yes. She died July 10, 1921, and up to that time she had not received all the income which would properly be payable to her as the beneficiary under the trust.

11Q. Did she have any real estate, so far as you have been able to find out.

A. None whatever, so far as I have been able to ascertain.

12Q. Do you remember approximately the appraised value of the personal property in the inventory.

A. The amount of the appraised value in the inventory is $362.22, exclusive of the balance of income due her from the trust estate to the date of her death.

13Q. That includes the cash in bank.

A. That includes the cash in bank and the appraised value of her household effects.

(Testimony of witness concluded.)

GENERAL QUESTION.

Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties. If so, state the same fully and at large in your answer.

A. No.

CERTIFICATE.

No other witnesses being named or produced before us, we then, at the request of the solicitors for the respective parties, closed the depositions taken in said cause and now return them closed under our handsand seals this fourth day of January, in the year of our Lord, 1922, at the City of Baltimore, State of Maryland.

A. de R. Sappington (SEAL)
Alfred J. Carr (SEAL)
Commissioners.

There are no exhibits with these depositions, but the exhibits heretofore filed in this case have been referred to as filed with the Commissioner.

A. dr R. Sappington (SEAL)
Alfred J. Carr (SEAL)
Commissioners.

We, A. de Russy Sappington and Alfred J. Carr, the commissioners before whom the aforegoing depositions were taken, do hereby certify that we were employed in assigning a date for the taking of said depositions upon two days, upon both of which we were employed by the Petitioner.

A. de R. Sappington (
Alfred J. Carr.
Commissioners.

DECREE.

Filed Feb. 2nd, 1922.

KATIE HURLOCK

vs.

WILBUR W. HURLOCK, et al.

IN RE PETITION OF SAFE DEPOSIT AND TRUST COMPANY OF BALTIMORE, TRUSTEE UNDER THE WILL OF KATIE HURLOCK, DECEASED.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

The matter of the petition of Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased, coming on for hearing, the said petition and the answers thereto, the testimony taken thereon and exhibits filed therewith, and all the other proceedings, were read and considered, counsel were fully heard and thereupon, it appearing to the Court that thedeed from Wilbur W. Hurlock and wife to Katie Hurlock, dated January 24, 1910 and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 7, folio 362, &c., mentioned in these proceedings, operated to convey to the said Katie Hurlock an estate for the life of thesaid Wilbur W. Hurlock, expectant upon the termination of her then existing estate for her own life in the lands mentioned in said deed, and that said estate of said Katie Hurlock for the life of said Wilbur W. Hurlock in said lands did not merge or coalesce with her then existing estate for her own life in said lands, and that said estateof said Katie Hurlock for the life of said Wilbur W. Hurlock in said lands, being expressly limited to her, her heirs, and assigns, did not pass, upon her death, to her executor, but vested immediately in her devisee, namely, Safe Depositand Trust Company of Baltimore, Trustee under her will, and that said lands, having been sold under the orders or decrees of this Court in this cause, and being now represented by a fund in the hands of J. Frank Harper, Trustee, which by law is to inure in like manner as by the original grant to the use of the same parties who would have been entitled to the lands sold, the estate or interest of said Katie Hurlock in said fund passed at her death directly under her will to Safe Deposit and Trust Company of Baltimore, Trustee, and need not pass through the hands of her executor, and it is the duty of said Safe Deposit and Trust Company of Baltimore, Trustee, to collect and receive from said J. Frank Harper, Trustee, the income of the trust fund in his hands as aforesaid, representing the said lands, and to pay over the whole thereof, as the same shall accrue, to the said Wilbur W. Hurlock, for and during hisnatural life, into his own hands and not into another, whether claiming by his authority or otherwise, less the awful commission of the said Safe Deposit and Trust Company, Trustee:

IT IS ADJUDGED, ORDERED AND DECREED by the Circuit Court for Queen Anne's County in Equity, this First day of February 1922, that J. Frank Harper, Trustee appointed by decree in this cause, shall, during the natural life of Wilbur W. Hurlock, continue to hold in his hands the trust fund representing the proceeds of sale of the lands mentioned in these proceedings and heretofore sold under and pursuant to decree of this Court; and that said J. Frank Harper, Trustee, after deducting his commissions

and any other proper charges, shall, from timeto time during the natural life of said Wilbur W. Hurlock, pay over the net income of the said trust fund in his hands as aforesaid, accrued or to accrue since the death of said Katie Hurlock, to Safe Deposit and Trust Company of Baltimore, Trustee under the will of Katie Hurlock, deceased; and that said Safe Deposit and Trust Company of Baltimore, Trustee, shall from time to time pay over the whole of the said income so to be received by it as aforesaid from the said J. Frank Harper, Trustee, to Wilbur W. Hurlock, for and during his natural life, into his own hands and not into another, whether blaiming by his authority or otherwise, less, however, itslawful commissions and any other proper charges, but without any deduction therefrom for the benefit of the remaindermen under the will of said Katie Hurlock, deceased; and also that said J. Frank Harper, Trustee, pay and transfer to himself as executor of Katie Hurlock, deceased, all income on said trust fund in his hands accrued at the death of said Katie Hurlock, deceased, and account therefor, as part of her personal estate, to the Orphans' Court of Kent County.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that upon the death of said Wilbur W. Hurlock the whole of the corpus or principal of the trust fund in the hands of said J. Frank Harper, Trustee, as the same shall then exist, representing the proceeds of sale of the said lands so sold, shall be distributed by the said J. Frank Harper, Trustee, or his successors in the trust, to the children of said Wilbur W. Hurlock living at the time of his death, and the children of deceased children of said Wilbur W. Hurlock, if any there be, said children of the deceased child or children to represent said deceased child or children, as provided in Item 4 of the will of Samuel Rawlings Hurlock, of Queen Anne's County, deceased, now of record in the Office of the Register of Wills of Queen Anne's County, in Liber R.W.T. No. 1, folio 175, &c.

AND IT IS FURTHER ORDERED that the costs of this case, including reasonable counsel fees to the solicitors for the respective parties, be paid by said J. Frank Harper, Trustee, out of the income accruing from and after July 10th, 1921, from the fund in his hands as aforesaid; and that said J. Frank Harper continue to exercise his said trust under the supervision of this Court in this cause; and that any of the parties hereto shall have leave to apply for any other order or directions in the premises not inconsistent with this decree.

W. H. Adkins

Filed Feb. 2nd, 1922.

Lewin W. Wickes

Philemon B. Hopper

ORDER STRIKING OUT PROVISION AS TO FEES.

Filed May 10th, 1922.

It appearing to the court that counsel fees to the solicitors for the respective parties in this cause were inprovidently allowed in the Decree of Court bearing date the 1st day of February, 1922;

It is therefore ordered this 10th day of May, 1922, by the Circuit Court for Queen Anne's County, in Equity, that the part of theorder allowing counsel fees in said decree decree be, and the same hereby is, vacated and that the words-"including reasonable counsel fees to the solicitors for the respective parties," at the bottom of page 3 of

the said decree of this court bearing date the 1st day of February, 1922, be, and they hereby are, cancelled and stricken from said decree.

W. H. Adkins

Lewin W. Wickes.

Philemon B. Hopper.

Report and Account of the Auditor.

Filed August 2nd, 1922.

In the Circuit Court for Queen Anne's County in Equity.

Katie Hurlock vs. Wilbur W. Hurlock et al., — Chancery Docket, Cause No. 2014.

To the Honorable, the Judges of said court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That he has stated the within accountor audit at the request of J. Frank Harper, the trustee of the cause, and the said audit is composed of several separate accounts. That pages 1,2, 3 and 4 of the within audit are accounts for years 1917, 1918 and 1919 and 1920, respectively, of income received by the trustee and of disbursements made by him out of said income, during the years mentioned. There is one account for each of said years and one page is to an account. These accounts are based on the reports of the trustee for said years filed in this cause and correspond with said reports.

That on pages 5 and 6 of the within audit is a statement of income accruing from Jan. 1, 1921, to Jan. 1, 1922, (a part of said income so accruing faving been received after date last mentioned by the trustee). This statement is based on the Income Account of the 9th Annual Report of the trustee filed in this cause July 1,1922, and includes the same items, and practically a copy of the same. It appears from the report of the trustee last mentioned that an apportionment of said income has been duly made so as to show what part of said income accrued to July 10, 1921, date of the death of Katie Hurlock, life tenant, and that part of said income which accrued after that date, and that that part of said income which accrued after that date, and that that part of said income which accrued prior to July 10, 1921, is the sum of $1837.96, and that that of said income which accrued after date is the sum of $753.91, these two sums equalling, of course, the total amount of said income, $2591.87

Page 7 of the within audit contains an account betweenthat part of said income accruing before July 10, 1921, and the trustee, and in this account the trustee is charged with the said dum of $1837.96, and is allowed thereout his commissions, court costs, certain amounts paid Katie Hurlock and is also allowed as executor of the will of Katie Hurlock the balance of said income.

This account is based on the trustee's report (Ninth Annual Report) (page 6 thereof), and corresponds with the same.

Page 8 of the within account or audit is an account between that part of the said income which accrued after July 10, 1921, and the said trustee. This account is based on the account of the trustee included in his said Ninth Annual Report, page 7, and corresponds with same. The trustee, in these two accounts mentioned, is charged therefore with the full amount of income reportedby him for year 1921.

On page 9 of the within account or audit is an account of the principal trust fund or corpus of the estate and of the investments thereof, and is based also on the said Ninth Annual Report of said trustee, see pages 1 and 2, and corresponds with the same, The trustee exhibited to your auditor all the mortgages mentioned insaid report and his bank statement, and the auditor finds that the same checks up with the report of the trustee.

Respectfully submitted,

Madison Brown,
Auditor.

August 2, 1922.

The proceeds of the income received between January 1st, 1917, and January 1st, 1918, from investments of thecorpus or principal of the trust estate in the within mentioned cause of Katie Hurlock versus Wilbur Hurlock, et al., in account with J. Frank Harper, trustee.

Cr:

By interest received from mortgage investments and from Savings Banks on deposits therein between Jan. 1, 1917, and Jan. 1st, 1918, as set out in detail in the 5th Report of said trustee filed herein Feb. 25, 1928, to wit: $2196.12

Dr.

To J. Frank Harper, trustee, for amount paid out of the income charged above by said trustee to Katie Hurlock as her one half of the net income due her as life beneficiary in this trust, in accordance with the provisions of agreement and assignment filed in this cause Feb. 25, 1913, as set out in detail in the said 5th Report of trustee mentioned above, to wit: $944.92

To do., for amounts paid by said trustee out of income charged above to the creditors of Katie Hurlock named below on account of their proportionate part due their claims from one half of the net income assigned to them in accordance with the agreement and assignment filed Feb. 5, 1913, as set out in the said 5th Report of trustee, to wit:

Amount paid Dudley & Carpenter,	$279.12	
Amount paid Beck-Walker Company,	72.22	
Amount paid Chestertown Bank of Maryland,	45.50	
Amount paid R. Nelson Stevens,	548.09	$944.93

To do., for the amount of premium or costs of his bond filed in this cause paid per said 5th Report of trustee above mentioned, to wit: 86.66

To do., for his commissions on the amount of income charged to him above, per said 5th Report, to wit: 219.61

$2196.12 $2196.12

The proceeds of the income received between Jan. 1, 1918, and Jan. 1st., 1919, from investments of the corpus or principal of the trust estate in the within mentioned cause of Katie Hurlock versus Wilbur Hurlock et al., in account with J. Frank Harper, Trustee.

Cr.

By investment received from mortgage investments and from Savings Bank on deposits therein between Jan. 1, 1918, and Jan. 1, 1919, as set outin detail in the 6th Report of said trustee filed herein March 28, 1919, to wit: $2207.17

Dr.

To J. Frank Harper, trustee, for amount paid out of the income charged aboveby said trustee to Katie Hurlock as her one half of the net income due her as life beneficiary in this trust in accordance with the provisions of agreement and assignment filed in this cause Feb. 25, 1913, as set out in detail in the said 6th Report of trustee mentioned above, to wit: $947.65

To do., for amounts paid by said trustee out of income charged above to the creditors of Katie Hurlock named below on account of their proportionate part due their claims fromone half of the net income assigned to them in accordance with the agreement and assignment filed Feb. 25, 1913, as set out in the 6th Report of trustee mentioned above, to wit:

Amount paid Dudley & Carpenter,	$279.93		
Amount paid Beck-Walker Company,	72.43		
Amount paid Chestertown Bank,	45.63		
Amount paid R. Nelson Stevens,	549.66	$947.65	$947.65

To do., for amount paid Madison Brown, auditor, for stating previous account, pet said 6th Report of trustee, to wit; - 4.50

To do., for the amount of the premium or costs of his bond filed in this cause paid per said 6th Report of trustee above mentioned, to wit: 86.66

To do., for his commissions on the amount of the income charged to him above, per said 6th Reportof trustee, to wit: 220.71

$2207.17 $2207.17

The proceeds of theincome received between January 1st., 1919, and January 1st, 1920, from investmentsof the corpus or principal of the trust estate in the within mentioned cause of Katie Hurlock versus Wilbur W. Hurlock, et al., in account with J. Frank Harper, trustee.

Cr.

By interest received frommortgage investments and from Savings Banks on deposit therein between Jan. 1, 1919, and Jan. 1, 1920, as set out in detail in the 7th Report of said Trustee filed herein April 2, 1920, to wit: $2199.03

Dr.

To J. Frank Harper, trustee, for amount paid out of the income charged above to said trustee to Katie Hurlock as her one half of the net income due her as life beneficiary in this trust in accordance with the provisions of the agreement and assignment filedin this cause Feb. 25, 1913, as set out in detail in said 7th Report of trustee mentioned above, to wit: $943.98

To do., for the amounts paid by the said trustee out of the income charged above to the creditors of Katie Hurlock named below on account of their proportionate part due their claims from one half of the net income assigned to them in accordance with the agreement and assignment filed Feb. 25, 1913, as set out in the 7th Reportof said trustee mentioned above, to wit:

Amount paid Dudley & Carpenter,	$278.85	
Amount paid Beck-Walker Company,	72.15	
Amount paid Chestertown Bank of Md.,	45.45	
Amount paid R. Nelson Stevens,	547.54	$943.99

To do., for the amount paid Madison Brown, auditor, for stating previous account, per said 7th Report of said trustee, to wit: 4.50

To do., for the amount of the premium or costs of his bond filed in this cause, per said 7th Report above mentioned, to wit: 86.66

To do., for his commissions on the amount of the income charged to him above, per said 7th Report of trustee, to wit: 219.90

$2199.03 $2199.03

The proceeds of the income received between January 1st., 1920, and January 1st., 1921, from investments of the corpus or principal of the trust estate in the within mentioned cause of Katie Hurlock versus Wilbur W. Hurlock et al., in account with J. Frank Harper, trustee.

Cr.

By interest received from mortgage investments and from Savings Banks on deposits therein between Jan. 1, 1920, and Jan. 1, 1921, as set out in detail in the 8th Report of said trustee filed herein Feb. 26, 1921, to wit:		$2024.27

Dr.

To J. Frank Harper, trustee, for amount paid out of the income charged above to said trustee to Katie Hurlock as her one half of the net income due her as life beneficiary in this trust in accordance with the provisions of the agreement and assignment filed in this cause Feb. 25, 1913, as set out in detail in said 8th Report of said trustee mentioned above, to wit:		$1539.24	
To do., for the amounts paid by said trustee out of the income charged above to the creditors of Katie Hurlock named below on account of their proportionate part due their claims from one half of the net income assigned to them in accordance with the agreement and assignment filed in this cause Feb. 25, 1913, as set out in the said 8th Report of said trustee mentioned above, to wit:			
Amount paid Dudley & Carpenter,	$57.43		
Amount paid Beck-Walker Company,	14.72		
Amount paid Chestertown Bank of Md,	9.38		
Amount paid R. Nelson Stevens.	112.92	194.45	194.45
To do., for the amount of the premium or costs of his bond filed in this cause per said 8th Report of said trustee above mentioned, to wit:		86.66	
To do., for costs of affidavits to income report, paid per said 8th Report of trustee, to wit:		1.50	
To do., for his commissions on the amount of the income charged to him above, per said 8th Report of said trustee, to wit:		$202.42	
		$2024.27	$2024.27

INCOME ACCOUNT.

Receipts of income accruing from January 1, 1821, to January 1, 1922, (including certain income which had accrued on Jan. 1, 1922, but which was received by J. Frank Harper, trustee, subsequent to that date.)

It appears from the 9th Annual Reportof J. Frank Harper, trustee, filed July 1, 1922, that he received from the interest accruing on the investments held by him as trustee as aforesaid fromJan. 1, 1921, to January 1st., 1922, (including certainincome which had accrued on Jan. 1, 1922, but which was received by said trustee subsequent tothat date), the following amounts:

Jan. 3, 1921; Amount received from Stuart Olivier and Charles Morris Howard, for interest on mortgage for the six months ending Jan. 1, 1921,	$195.00
Feb. 12, 1921; Amount received of John T. Turner for interest on mortgage for the six months ending Jan. 1, 1921,	75.00

March 14th., 1921; Amount received of William T. Henry for interest on mortgage for six months ending March 15, 1921, $135.00

March 15th, 1921; Amount received from Ella Sevil Smith, for interest on mortgage for six months ending March 8, 1921, 30.00

March 15, 1921: Amount received of Harriett M. Seney, Admrx. of J. Carroll Seney, deceased, for interest onmortgage for six months ending Feb. 15, 1921, at rate of 5 per cent per annum, 200.00

May 19, 1921. Amount received from Sarah V. L. Porter for interest on mortgage for six months ending April 11, 1921, 90.00

June 13, 1921. Amount received from Harry Clark for interest on mortgage for six months ending June 11, 1921, at rate of 5 ½% per annum, 24.01

June 13, 1921. Amount received of William T, Henry for interest on mortgage for six months ending May 29, 1921. 15.00

July 6, 1921: Amount received from Stuart Olivier and Charles Morris Howard, for interest on mortgage for six months ending July 1st, 1921, 195.00

July 9, 1921. Amount of interest receivedon deposit to the credit of said trustee in Savings Department of Queen Anne's National Bank, 10.00

July 12, 1921, Amount of interest received from Annie G. Seney et al, for interest on mortgage for six months ending May 28, 1921, 150.00

July 23, 1921. Amount received from Laura Emory Corkran for interest onmortgage for six months ending May 26, 1921, at rate of 5½% per annum, 220.00

July 23, 1921. Amount received of John T. Turner for interest on mortgage for six months ending July 1, 1921, 75.00

August 13, 1921. Amount received from Harriett M. Seney, Admrs. of J. Carroll Seney, deceased, for interest on mortgage for six months ending Aug. 15, 1921, at rate of 5½% per annum, 220.00

September 20, 1921. Amount received from William T. Henry for interest on mortgage for six months ending Sept. 15, 1921, 135.00

October 25, 1921. Amount received from Sarah V. L. Porter for interest on mortgage for six months ending Octeber 11, 1921, 90.00

November 29, 1921; Amount received William T. Henry for interest on mortgage for six months ending November 29, 1921, 15.00

December 30, 1921; Amount of interest receivedfrom Annie G. Seney et al, for interest on mortgage for six months ending November 28, 1921. 150.00

December 31, 1921. Amount of interest received on deposit to credit of said trustee in Savings Department of Queen Anne's National Bank of Centreville, 31.68

January 3, 1922: Amount of interest received from Stuart Olivier and Charles Morris Howard, for interest on mortgage for six months ending Jan. 1, 1922, 195.00

January 6, 1922. Amount of interest received of Laura Emory Corkran for interest on mortgage for six months ending Nov. 26, 1921, 240.00

Jan. 9, 1922, Amount received of Harry Clark fo r interest on mortgage for six months ending December 11, 1921. 26.18

February 7, 1922; Amount received of John T. Turner for interest on mortgage for six months ending Jan. 1, 1922, 75.00

$2591.87

Apportionment.

It appears from said 9th Annual Report (pages 4 and 5) of said trustee that the income above mentioned has been duly apportioned so as to show that part of said income which accrued to July 10, 1921, date of death of Katie Hurlock, life beneficiary, and that part of said income which accrued from and after that date, and that by said apportionment that part of said income which accrued to July 10, 1921, is the sum of $1837.96

and that part of said income whichaaccrued from and after said date is the sum of 753.91

Total amount of income as shown above, $2591.87

That part of income received by the trustee hereinafter named from Jan. 1, 1921, to Jan. 1, 1922, accruing to July 10, 1921, date of death of Katie Hurlock, life beneficiary, (see pages 5 and 6 of this audit for itemized statement of whole income), in account with J. Frank Harper, trustee.

Cr.

By amount of income which accrued to July 10, 1921, date of death of Katie Hurlock, life beneficiary, (see page 6 of this audit) to wit: the sum of $1837.96

Dr.

To J. Frank Harper, trustee, for his commissions on said sum of $1837.96 charged above, to wit:		$183.79	
To do., for amount paid Madison Brown, auditor, for examination of previous reports, to wit:		9.00	
To do., for amount paid J. F. Rolph, clerk, for his costs, to wit:		4.50	
To do., for amounts paid to Katie Hurlock, (life beneficiary) in her lifetime, as follows:			
Amount paid April 15, 1921,	$200.00		
Amount paid May 24, 1921,	200.00		
Amount paid June 11, 1921,	100.00	500.00	
To do., for balance of said income paid by said trustee to J. Frank Harper, executor of said Katie Hurlock, deceased, in pursuance of and as directed by the decree of this court pass in this cause Feb. 1, 1922, to wit: the sum of		1140.67	
		$1837.96	$1837.96

That part of income received by trustee hereinbelow named from Jan. 1, 1921, to Jan. 1, 1922, accruing fromand after July 10, 1921, dateof death of Katie Hurlock, life beneficiary, (see pages 5 and 6 of this audit for itemized statement and account of whole income) in account with J. Frank Harper, trustee.

Cr.

By amount of income which accrued from and after July 10, 1921, date of death of Katie Hurlock, life beneficiary, (see page 6 of this audit,) to wit: the sum of $753.91

Dr.

To J. Frank Harper, trustee, for his commission on said sum of $753.91, charged above, to wit:	$75.39
To do., for amount paid as annual premium due Sept. 26, 1921, to United States Fidelity and Guaranty Co., corporate surety on his bond, to wit:	86.66

To do., for following amounts disbursed by him in payment of costs incident to proceedings under petition of Safe Deposit & Trust Co., of Balto. trustee under will of Katie Hurlock, deceased, filed in this cause, said costs being paid in pursuance of the decree of the court passed in this cause Feb.1, 1922, to wit:

Amount paid J. F. Rolph, clekr,	$30.75	
Amount paid T. F. McNulty, sheriff,	1.60	
Amount paid R. T. Earle, guardian ad lit	40.00	
Amount paid Sappington & Carr, commissioners to take testimony,	18.00	
Amount paid Hershey, Machen, Donaldson, & Williams, for appearance fee as solicitors for petitioners,	10.00	
Amount paid J. F. Harper, atty., for his appearance fee as solicitor for respondent trustee, to wit:	10.00	
Amount paid Madison Brown, auditor, for stating this audit.	18.00	$92.35

To do., for net balance of above income paid the Safe Deposit & Trust Co., of Baltimore, trustee under the will of Katie Hurlock, deceased, in pursuance of and as directed by the aforesaid decree of this court passed in this Cause on Feb. 1, 1922, in the proceedings on the petition filed in this cause by said Safe Deposit and Trust Co. of Baltimore, trustee as aforesaid, to wit: the sum of 499.51

$753.91 $753.91

Account showing investment of principal funds as of Jan. 1, 1922.

The principal trust fund or net sales of the within mentioned cause of Katie Hurlock versus Wilbur Hurlock et al., in account with J. Frank Harper, trustee.

Cr.

1922
Jan. 1 By the amount of the net sales or corpus of the trust estate of this cause, per report and account of the auditor filed in this cause Feb. 20, 1913, and ratified by this court Mar. 29, 1913, to wit: the sum of $39,872.92

Dr.

" "	To amount invested in mortgage from J. Carroll Seney and Henriette Seney, his wife, to said trustee, dated Feb. 15, 1913, and recorded in Liber W. F. W. No. 3, fols. 64 &c.,	$8000.00
	To amount invested in mortgage from Sarah V. L. Porter to said trustee, dated April 11, 1913, and recorded in Liber W.F.W. No. 3, fols. 238 &c.,	3000.00
	To amount invested in mortgage from Laura Emory Corkran and James M. Corkran, her husband, to said trustee, dated May 26, 1913, and recorded in Liber W.F.W. No. 3, fols. 317.	8000.00
	To amount invested in mortgage from Harry Clark and Rachel V. Clark, his wife, to said trustee, dated Dec. 11, 1913, and recorded in Liber W.F.W. No. 4, fols. 338 &c.,	872.92
	To amount invested in mortgage from John T. Turner and wife held by said trustee by assignment dated Jan. 6, 1917, recorded in Liber W.F.W. No. 10, fols. 60 &c.,	2,500.00
	To amount invested in mortgage from Annie G. Seney, Rachel C. Seney and Casper G. Seney to said trustee dated Nov. 28, 1917, recorded in Liber W.F.W. fols. 241 &c.,	5,000.00

To amount invested in mortgage from William T. Henry and Mattie B.Henry, his wife, held by said trustee by assignment, dated Sept. 15, 1910, recorded in Liber S. S. No. 8, fols, 43 &c.,	4,500.00	
To amount in mortgage from William T. Henry and Mattie B. Henry, hiw wife, held by said trustee by assignment, dated Nob. 29, 1919, recorded in Liber F.F.R. No. 3, fols. 330 &c.,	500.00	
To amount invested in mortgage from Steuart Olivier and wife, and Charles M. Howard, and wife, held by said trustee by assignment, dated Dec. 29, 1916, and recorded in Liber W.F.W. No. 10, fols. 32 &c.,	6,500.00	
To amount of cash on deposit to credit of said trustee in savings department of the Queen Anne's National Bank of Centreville,	1,000.00	
	$39,872.92	$39,872.92

NISI RATIFICATION OF AUDIT.

Katie Hurlock
vs.
Wilbur W. Hurlock et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2014.

ORDERED, This 2nd day of August in the year nineteen hundred and twenty two that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of August, 1922, provided a copy of this order be published once a week in each of two successive weeks before the 19th day of August, 1922, in some newspaper printed and published in Queen Anne's County.

Filed August 2nd, 1922. J. F. Rolph, Clerk.

Certificate of Publication of Nisi Ratification of Audit.

Katie Hurlock versus Wilbur W. Hurlock, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2014.

Ordered, This 2nd day of August, in the year nineteen hundred and twenty-two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and cnnfirmed, unless cause to the contrary thereof be shown on or before the 28th day of August, 1922; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of August, 1922, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed August 2nd, 1922.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 9, 1922.

The Centreville Observer Publishing Co., hereby certifies that the Nisi Ratification of Audit in the case of Katie Hurlock vs. Wilbur W. Hurlock, et al. Chancery No. 2014 a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for each of two successive weeks before the 28th day of August, in the year 1922.

The Centreville Observer Publishing Co.

Filed Sept. 9th, 1922. By Bertha G. Durney.

Katie Hurlock

vs.

Wilbur W. Hurlock, et al.

In the Circuit Court for

Queen Anne's County in Equity.

Cause No. 2014.

ORDERED, this 6th day of November, in the year nineteen hundred and twenty two by the Circuit Court for Queen Anne's County ub Equity, and by the authority of said Court, that the within and aforegoing Report and Account of Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as directed by the Order of Ratification Nisi passed in this Cause on the second day of August, nineteen hundred and twenty two, and J. Frank Harper, the Trustee in this Cause, is hereby directed to make disbursement in accordance therewith; and it is further ordered that the disbursements of income heretofore made by the said J. Frank Harper, Trustee as aforesaid, as shown and set out in said Report and Account of the Auditor, be and the same are hereby ratified and confirmed.

Lewin W. Wickes.

Filed Nov. 8th, 1922.

Queen Anne's County, to wit: Be it remembered that on the fifteenth day of October in the year nineteen hundred and twenty two, the following Order to Docket Suit was brought to be recorded, to wit:

H. B. W. Mitchell,
Madison Brown,
Assignees of Mortgage

vs.
J. Howard Rochester
Mary Augusta Seney.

In the Circuit Court

For Queen Anne's County

In Equity.

Mr. J. F. Rolph, Clerk:

Docket suit forwith in accordance with above titling. File in papers of above cause, a certified copy of the mortgage from J. Howard Rochester and Mary Augusta Seney, dated May 15, 1915, and recorded in Liber W. O. W. No. 7, fols. 203 &c., a land record book of said county (assigned to plaintiffs) and of all assignments. Also file accompanying bond.

H. B. W. Mitchell

Madison Brown,

Attys. for Plaintiffs.

Filed Oct. 10th, 1922.

Certified Copy of Mortgaged.

Filed October 10th, 1922.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the second day of June, in the year nineteen hundred and fifteen the following MORTGAGE and ASSIGNMENT were brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of May, in the year nineteen hundred and fifteen, by James Howard Rochester and Alberta Rochester, his wife, and Mary Augusta Seney, the latter of the County of Philadelphia, State of Pennsylvania, and the former of Queen Anne's County, in the Stateof Maryland.

WHEREAS, the said James Howard Rochester and Mary Augusta Seney are justly indebted unto Madison Brown, of Queen Anne's County, State of Maryland, in the full sum of Three Thousand, one hundred and thirty dollars, cash loaned and advanced by him to them which said sum it is hereby agreed by and between the parties to this mortgage shall be repaid unto the said Madison Brown, with the interest thereon, in the following manner, to wit: On August 1, of the current year the interest on the said sum from May first of the current year to August first of the current, shall be paid, together with three hundred and seventy five dollars of the principal debt hereby secured; on January first, in the year nineteen hundred and sixteen, the interest on the principal sum remaining at that date unpaid from August first, nineteen hundred and fifteen, shall be paid; on August first, nineteen hundred and sixteen, the sum of three hundred and seventy five dollars of said principal debt shall be paid with interest on the whole principal sum then unpaid from January first, nineteen hundred and sixteen, to August first, nineteen hundred and sixteen; on the first day of January, in the year nineteen hundred and seventeen, the interest on the whole principal debt then remaining unpaid from August first, nineteen hundred and sixteen, to January first, nineteen hundred and seventeen, shall be paid on August first, nineteen hundred and seventeen, the interest on the full principal mortgage debt then remaining unpaid from January first, nineteen hundred and seventeen, the interest on the full principal mortgage debt then remaining unpaid from January first, nineteen hundred and seventeen, to August first nineteen hundred and seventeen, shall be paid; on January first, nineteen hundred and eighteen, the interest on the whole principal mortgage debt then remaining unpaid from August first, nineteen hundred and seventeen, to January first, nineteen hundred and eighteen shall be paid; on August first, nineteen hundred and eighteen, the interest on the whole principal mortgage debt then remaining unpaid from January first, nineteen hundred and eighteen, to August first, nineteen hundred and eighteen shall be paid, and at the same time there shall be paid on account of the principal mortgage debt then remaining unpaid the sum

three hundred and eighty dollars; the remainderof the mortgage debt remaining unpaid after the application thereto of the instalments herein above agreed to be paid to wit; the sum of Two Thousand Dollars, shall be repaid at the expiration of two years from the first day of August, nineteen hundred and eighteen, with interest thereon in the meantime payable on the first days of January and August of each year.

IT is further agreed that the said James Howard Rochester and Mary Augusta Seney shall have the right and privilege of reducing the principal mortgage debt hereby secured to the sum of two thousand dollars prior to the first day of August, nineteen hundred and eighteen, by making payments on account thereof in sums to suit them in addition to the payments agreed here in above for the payment by instalment of the principal sum hereby secured, that is to say: on the first days of August of each, the interest on the additional sums so paid to cease when paid.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar, the said James Howard Rochester, and Alberta Rochester, his wife, and Mayy Augusta Seney do hereby grant and convey unto the said Madison Brown, his heirs and assigns forever, all that farm or tract of land called or known as the "Burnt House Farm" the "David Rochester Farm", situate, lying and being in the First Election District of Queen Anne's County, Stateof Maryland, on the public road called the "Rochester Road" which leads from the Roberts-Church Hill road past the farm of J.B.T. Merrick to the corner known as the "Charles R. Walls Corner", adjoining the lands of Dr. Thomas Merrick, the land formerly of Charles H. Reese now owned by Novella Reese, and separated by said Rochester Road from the land of J.B.T. Merrick and the Amos Rochester farm, and containing one hundred and thirty acres, two roods and thirty one perches of land, more or less; being the same land granted and conveyed unto the said James Howard Rochester and Mary Augusta Seney by deed dated May 1, 1915, and intended to be recorded among the land record books of Queen Anne's County, immediately preceding this mortgage; which is given to secure a part of the purchase money paid by the said Mortgagors to the said Trustees for said property.

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

AND it is hereby agreed that, in the event of a sale of the above mentioned property under the power of sale hereinafter expressed, all annual crops pitched, planted or growing upon saidproperty at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said James Howard Rochester and Mary Augusta Seney, their heirs, executors, and administrators or assigns shall well and truly pay to the said Madison Brown, his executors, and administrators or assigsn, the aforesaid sum of Three Thousand, One hundred and Thirty Dollars when and as the same shall become due and payable, and, when and as the same shallbecome dueand payable the interest to accrue thereon as above set forth, and shall perform all thecovenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void.

AND the said James Howard Rochester and Mary Augusta Seney, for themselves and each of the, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in thecollection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of its full insurable value thereof, in some Company of Companies approved by the said Madison Brown, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Madison Brown, his executors, administrators or assigns or MADISON BROWN, of said County, and State their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upongiving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County aforesaid, and such other notice as party selling

may deem expedient, for cash or cash credit, at the option of theperson making the sale, the credit payments, if any, to bear insterst from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to James Howard Rochester, and Mary Augusta Seney, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court, for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Madison Brown, his executors, administrators, successors or assigns or MADISON BROWN, aforesaid, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage, indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court Costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said James Howard Rochester and Mary Augusta Seney, for themselves, and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

Test: Wm. E. Thompson
as to Mary A. Seney

Test: Emil Pizza.

JAMES HOWARD ROCHESTER (SEAL)

ALBERTA ROCHESTER (SEAL)

MARY A. SENEY (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this first day of May, in the year nineteen hundredand fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James Howard Rochester and Alberta Rochester, his wife, and they each did acknowledge the aforegoing mortgage to be their respective act.

WM. E. THOMPSON,
Justice of the Peace.

STATE OF PENNSYLVANIA,

COUNTY OF PHILADELPHIA, to wit:-

I hereby certify that on this thirteenth (13th) day of May, in the year nineteen hundred and fifteen, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Philadelphia aforesaid, duly commissioned and qualified, according to law, personally appeared Mary Augusta Seney, and she did acknowledge the aforegoing Mortgage to be her act.

Notary
Public
Seal.

IN testimony whereof I hereunto subscribe my name and affix the sale Notarial the day and year first above written.

JACOB BATES.

Notary Public. 1430 Ridge Ave.
Philadelphia, Pa.

Term expires 19th day of January, 1919.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY,,to wit:-

I hereby certify that on this second day of June, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the Stateof Maryland, in and for Queen Anne's County aforesaid, personally appeared Madison Brown, the within named Mortgagee, and he made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

WM. E. THOMPSON.

Justice of the Peace.

For Value Received, I hereby assign and transfer the within and aforegoing mortgage and the debt secured thereby unto Mary F. Golt to the extent of Two Thousand, Two Hundred and Sixty Six Dollars and eighteen cents, with the understanding that that part of the debt so transferred unto her hereby shall have priority and preference over that part of the debt secured by this mortgage not assigned hereby. The sum so transferred to the said Mary F. Golt is with interest fromthe first day of June, in the year nineteen hundred and fifteen.

Witness my hand and seal this second day of June, inthe year nineteen hundred and fifteen.

Test: A.A.M. Dewing. MADISON BROWN. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twentyfirst day of August the following assignment was brought to be recorded to wit:

For value received I hereby assign and transfer the within and aforegoing mortgage unto Mary F. Golt to the extent of Two Hundred and Thirteen Dollars and Eighty Two Cents, the extent of my present interest from August first, 1920, the makers of the mortgage having paid me the remainder of the mortgage debt not heretoforeassigned to Mary F. Golt who by virtue of this assignment, now holds the entiremortgage for the full amount due thereon, to wit: $2480.00.

Witness my hand and seal this first day of August 1920.

Test: John B. Brown. Madison Brown, (SEAL)

Queen Anne's County, to wit:- Beit remembered that on the fifteenth day of September in the year 1922, the following assignments were brought to be recorded, to wit:

For value received I hereby assign the within mortgage and the debt intended to be received hereby unto Hattie G. Coppage.

As Witness my hand and seal this 13th day of September, 1922.

Test: James Clark Byrne Hattie G. Coppage (seal)
Administrator of Estate of Mary F. Golt
late of Baltimore City, deceased.

For value received I hereby assign the within mortgage and the debt intended to be secured thereby unto Delha D. Brown.

As Witness my hand and seal this 13th day of September, 1922.

Test: John B. Brown. Hattie G. Coppage (SEAL)

I hereby assign and transfer the within and aforegoing mortgage unto H.B.W. Mitchell and Madison Brown for collection and foreclosure.

Witness my hand and seal this 15th day of September, 1922.

Test: John B. Brown. Delha D. Brown. (Seal)

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken copy from Liber W.F.W. No. 7, folio 203 etc., a Land Record Book for Queen Anne's County.

In testimony whereof, I hereunto
affix the seal of the Circuit
Court for Queen Anne's County,
this 10th day of October, 1922.

J. F. Rolph, Clerk.

BOND.

Filed Oct. 10th, 1922.

State of Maryland, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell and Madison Brown, of Queen Anne's County, State of Maryland, and American Surety Company of New York, a corporation duly created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars, lawful money of the United States of America, to be paid to the sadd State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.
SEALED with our seals and dated this 9th day of October, in the year nineteen hundred and twenty two.

WHEREAS J. Howard Rochester and Mary Augusta Seney, by mortgage dated May 1st, 1915, and recorded in Liber W.F.W. No. 7, fols, 203, &c., a land record book of said county, did certain lands therein described for the purpose of securing the payment of the debt therein mentioned and certain interest thereon to accrue unto one Madison Brown, who duly assigned said mortgage unto one Mary F. Golt; and

Whereas Hattie G. Coppage and the administratrix of said Mary F. Golt, in the distribution of the estate of the said Mary F. Golt did assign said mortgage unto her, the said Hattie G. Coppage as the only heir and legal distributee of the said Mary F. Golt; and whereas the said Hattie G. Coppage did duly assign said mortgage unto one Delba D. Brown who by assignment duly made did assign said mortgage unto the said H.B.W. Mitchell and Madison Brown for the purpose of foreclosure and collection.

WHEREAS default has occurred in the terms of said mortgage prior to the assignment to the said Delba D. Brown above mentioned by reason of the non-payment of the principal debt secured by said mortgage at the time named in said mortgage for the payment of said debt as well as by reason of the non-payment of certain interest due on said debt under the terms of said mortgage; and

WHEREAS the said H.B.W. Mitchell and Madison Brown, as assignees of said mortgage, are about to execute the power of sale therein contained and by said mortgage conferred upon them as the assignees thereof, by making sale of the mortgaged property because of the defaults in the terms of said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden H.B.W. Mitchell and Madison Brown do and shall well and faithfully abide by and fulfill any order of decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation is to be void; otherwise to be and remain in full force and effect and virtue in law.

Signed, sealed and delivered
in the presence of

H.B.W. Mitchell (SEAL)

B. Hackett Turner.

Madison Brown (SEAL)

American Surety Company of New
York by Madison Brown,
its attorney in fact.

J. Lemuel Roberts,
Attest:

Corporate
Seal's
Place.

On the back of the foregoing bond was thus endorsed to wit: Security approved and Bond filed October 10th, 1922.

Report of Sale.

Filed October 13th, 1922.

In the Circuit Court for Queen Anne's County in Equity.

H.B.W. Mitchell and
Madison Brown, assignees
of mortgage.
versus
J. Howard Rochester
Mary Augusta Seney,
mortgagors.

Chancery Docket,

Cause No.

To the Honorable, the Judges of said Court:

The report of H.B.W. Mitchell and Madison Brown, assignees of the mortgage hereinafter mentioned, plaintiffs, hereinafter called "Vendors", unto Your Honors respectfully sets forth:

1. That on or about the first day of May, 1915, J. Howard Rochester and Mary Augusta Seney, by mortgage bearing that date and since recorded in Liber W.F.W. No. 7, fols, 203 &c., a land record book of said county, granted and conveyed the land therein described to secure the payment of the debt therein specified, unto Madison Brown, who, after themortgage debt had been reduced by the mortgagors to the sum of $2480.00, assigned said mortgage unto one Mary F. Golt; that the said Mary F. Golt having departed this life, the said mortgage was in due course assigned by her administratrix unto one Hatte G. Coppage, who assigned said mortgage untoone Delha D. Brown, who assigned saidmortgage unto the said H.B.W. Mitchell and Madison Brown for purposes of foreclosure beeause of the default in said mortgage hereinafter mentioned.

2. That prior to the day of sale of the mortgaged property hereinafter mentioned default had occurred in the terms of said mortgage by reason of the non-paymentof the balance of the principal mortgage debt due by said mortgage as well as by reason of the non-payment of the interest due August first, 1921, on said debt, at time provided for payment of same.

3. That prior to the sale hereinafter mentioned the said vendors filed with the clerk of this court a bond to the State of Maryland conditioned as required by law for the foreclosure of said mortgage, which bond the said clerk accepted and approved.

4. That after having given more than twenty days previous notice of the time, place, manner and terms of sale by advertisement of same in The Centreville Record, a newspaper published in said county, and by further advertisement in The Centreville Observer, another newspaper published in said county, the said H.B.W. Mitchell and Madison Brown, assignees of said mortgage, did pursuant to the said notice of sale attend in front of the Court House doorin the town of Centreville, Queen Anne's County, Maryland, on Tuesday, October 10, 1922, at the hour of one o'clock P.M., and then and there, in execution of the power of sale contained in said mortgage to be exercised in case of default in terms of said mortgage by the mortgageeor his assignees, proceeded to make sale of the mortgaged real estatein following manner:

After reading the advertisement or notice of sale, the said vendors announced that the mortgage real estate would be offered in two parcels and then as a whole, and would be sold in the way to realize most money; they then read the description of that part of the whole mortgage property which is described in the deed of Mary Augusta Ives, formerly Mary Augusta Seney, to James Howard Rochester, dated September 13, 1921, and recorded in Liber J.F.R. No. 9, fols. 154 &c., a land record book of said county, and offered same at public sale to the highest bidder, and received a bid therefor of $1000.00; that then read the description of that part of the whole mortgaged property which is described in the deed from J. Howard Rochester unto Mary Augusta Ives, dated September 13, 1921, and recorded in same land record mentioned and offered same at publid sale to the highest and received therefor an offer of $1000.00; then the said vendors offered at public sale to the highest bidder the entire mortgaged property consisting of all that farm or tract of land called "The Burnt House Farm", "The David Rochester Farm", situate in the First Election District of Queen Anne's County, Maryland, on the road called the "Rochester Road" branching fromthe road from Church Hill to Ingleside at Merrick8s Corner and running to C. R. Walls' Corner, and containing by recent survey 127 acres of land, more or less, and fully described in said mortgage and the references therein contained, and sold the mortgaged property as a whole as containing 127 acres of land, more or less, unto one Walter S. Emerson, he being then and there the highest bidder therefor at and for the sum of $28.00 per acre, or for the aggregate sum of $3556.00.

5. That in addition to the advertised terms of sale, the said vendors announced following additional terms of sale; that the state and county taxes for current year would be paid out of the proceeds of sale; that the corn crops of said landof present year would be reserved fromsale as well as the fodder crop of one field; that full possession would be given on ratification of sale with right to purchaser to work on said farm in meanwhile.

6. That said Walter S. Emerson has paid unto the said vendors $1185.33 but has made no further compliance with the terms of sale.

7. That copy of the advertisement of sale as published in Centreville Record is filed herewith as part hereof.

Total sale, $3556.00

Respectfully submitted,

H. B. W. Mitchell (SEAL)

Madison Brown.

Assignees of mortgage, vendors.

Stateof Maryland, Queen Anne's County, SCT: I hereby certify that on this 13th day of October, nineteenhundred and twenty two, before me, the subscriber, clerk of the Circuit Court for Queen Anne's County, personally appeared H.B.W. Mitchell and Madison Brown, assignees of mortgage, venders above named, and they did each make oath indue form of law that the matters and things set forth in the aforegoing report of sale are as therein stated, to the best of their knowledge and belief and that said sale was fairly made.

J. F. Rolph, Clerk.

MORTGAGE SALE OF A FARM.

Underand by virtue of the power of sale contained in the mortgage from J. Howard Rochester and Augusta Seney to Madison Brown, dated May 1,st, 1915, and recorded in Liber W. F. W. No. 7, fpl. 203, a Land Record Book for Queen Anne's County, and now duly transferred to the undersigned for the purpose of collection, they, the undersigned, because of default in the mortgage, will sell at public auction in front of the Court House door, in Centreville Queen Anne's County, Maryland, on Tuesday, Oct. 10, 1922, beginning at 1 o'clock P.M. all that farm called "The David Rochester Farm," "The Howard Rochester Farm," situate in the First Election District, of Queen Anne's County, Maryland, on the road branching from the Church Hill-Inglesside stone road at J.B.T. Merrick's Corner and running to Charles R. Walls' Corner, adjoining the lands of J.B.T. Merrick, William Rochester and others, containing by recent survey 127 acres of land more or less. Improvements consist of a frame dwelling house in fair contidion, and stable and barn nearly new.

The farm contains enough wood for farmuse. The land is of clay sub-soil and the arable land produces fine crops of corn, wheat, tomatoes and hay.

The farm is only a short distance fromthe above mentioned stone road and is convenient to Church Hill and Ingleside.

The farm will be offered in two parcels according to a recent division made by the mortgagors between themselves and then as a whole and will be sold in the way to realize the most money.

Terms of Sale:- One-third of the purchase money to be paid in cash at the time of the sale and the balance in two equal instalments of one and two years from day of sale, with interst; deferred payments to be secured to the satisfaction of the undersigned.

Madison Brown,
H.B.W,. Mitchell.
Assignees of Mortgage.

T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md. Oct. 10, 1922.

The Centreville Recprd Publishing Co., hereby certifies that the notice on advertisement of sale in the case of H. B. W. Mitchell and Madison Brown, assignees, vs. J. H. Rochester and Augusta Seney, under mortgage, a true copy of which is herete annexed, was inserted in The Centreville Record, a weekly newspaper printedand published at Centreville, Queen Anne's County, once a week for four successive weeks before the 10th day of October in the year 1922.

The Centreville Record Publishing Co.

By E. M. Forman,
Associate Editor.

Filed Oct. 13th, 1922.

ORDER NISI

H.B.W. Mitchell and Madison Brown, Assignees of Mortgage, vs. J. Howard Rochester and Mary Augusta Seney, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity, Chancery No. 2468.

ORDERED, This 13th day of Octbber A.D., 1922, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell and Madison Brown, assignees, of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of December next;provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of November next.

The Report states the amount of sale to be $3556.00.

J. F. Rolph, Clerk.

Filed Oct. 13th, 1922.

Certificate of Publication of Order Nisi.

H.B. W. Mitchell and Madison Brown, Assignees of Mortgage vs. J. Howard Rochester and Mary Augusta Seney, Mortgagors.

In the Circuit Court for queen Anne's County, in Equity, Chancery No. 2468.

Ordered, this 13th day of October, A.D., 1922, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell and Madison Brown, assignees of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of December next; provided a copy of this order by inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of foursuccessive weeks before the 15th day of November next.

The Report states the amount of sales to be $3556.00.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clekr.

Filed Oct. 13th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 16, 1922.

The Centreville Record Publishing Co., hereby certifies that the annexed advertisement of Order Nisi in the case of H.B.W. Mitchell and Madison Brown, assignees, of mortgage vs. J. Howard Rochester and others a true copy of which is herete annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th day of November, 1922.

The Centreville Record Publishing Co.

By Walter F. Reed.

Filed Jan. 9th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

H. B. W. Mitchell and Madison Brown, Assigneesof Mortgage,

versus

J. Howard Rochester et al. Chancery Docket, Cause No. 2468.

Ordered, this 9th day of January, nineteenhundred and twenty three, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that the sale made and reported in the above cause by H. B. W. Mithhell and Madison Brown, assignees of the mortgage mentioned insaid cause, mentioned and described in the within and aforegoing Report of Sale, be and the same ishereby finally fatified and confirmed no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi heretefore passed in said cause in relation to said sale. And it is further ordered, that the papers of said cause be and they are hereby referred to Madison B. Bordley, Special Auditor, with instructions to him to state and return to this Court an account between said sale and the proceeds thereof on one side and the said H. B. W. Mitchell and Madison Brown, assignees as aforesaid, venders, on the other.

Filed January 9th, 1923.

Thomas J. Keating.

Statement of Mortgage Debt.

Filed Jan. 9th, 1923.

In the Circuit Court for Quemn Anne's County in Equity.

H. B. W. Mitchell, Madison Brown,
Assignees of Mortgage.
versus
J. Howard Rochester et al.

Chancery Docket
No. 2468.

Statement of Mortgage Debt.

The following is a statement of the indebtedness due under the mortgage mentioned in the above cause and under which the sale in said cause made and reported was made:

Amount of the principal mortgage debt:	$2480.00
Interest due thereon August 1st., 1921, to October 10, 1922, date of sale,	177.32
	$2657.32
5 per cent. commissions on $2657.32, due to assignees in whose hands the said mortgage was for collection: and due them under the terms of said mortgage,	.... 132.86
Total amount of the mortgage debt. on day of sale,	$2790.18

State of Maryland, Queen Anne's County, SCT:

I hereby certify that on this ninth day of January, nineteen hundred and twenty three before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell and Madison Brown, assignees ofthe mortgage mentioned above, and they did each make oath in due form of law that the aforegoing is a true statement of the mortgage debt due under the mortgage mentioned insaid statement.

J.F. Rolph, Clerk.

Amended Statement of Mortgage Debt.

Omitted from above statement is an account for insurance premiums against fire on mortgaged buildings guaranteed by Mary F. Golt Madison Brown, her attorney, to obtain and keep in force.

insurance	$43.50
amt. brought down,	2790.18
Corrected amount of Mortgage Debt.	$2833.68

Filed January 9th, 1923.

Report and Account of Special Auditor.

Filed Feb. 8th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

H. B. W. Mitchell and Madison Brown,
Assignees of mortgage,
versus
J. Howard Rochester and Mary Augusta Seney.

Chancery
Docket,
Cause No. 2468.

To the Honorable, the Judges of said court:

The report of Madison B. Bordley, Special Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account, first therein charging unto the parties making the sale in this cause reported, H. B. W. Mitchell and Madison Brown, the amount of the gross sale so made and reported by them, and then thereout allowing unto them their commissions on said sale, per terms of mortgage, the costs incident to the foreclosure, per terms of mortgage, and the mortgage debt in full.

That after these allowances there remains a balance undistributed which is to be distributed under the future order of this Court.

Respectfully submitted,

M.B. Bordley,
Special Auditor.

The proceeds of the Sale of the Mortgaged Real Estate of J. Howard Rochester and Mary Augusta Seney, mortgagors, in account with H.B.W. Mitchell and Madison Brown, assignees of mortgage, vendors of the mortgaged property under power of sale in the mortgage mentioned in this cause contained.

Cr.

1922. Oct. 10	By gross proceeds of the sale of the mortgaged real estate, per report of sale filed, to wit:	$3556.00

Dr.

" "	To H. B. W. Mitchell, and Madison Brown, Assignees, vendors, for their commissions for making said sale, per terms of mortgage, to wit:		$187.24
	To do., for the court costs of said cause, per bill of costs of clerk:		
	Costs of J. F. Rolph, Clerk,	18.75	
	Appearance fee, plaintiff's solicitors,	10.00	28.75
	To do., for costs of advertising sale in the Centreville Observer, per account for same appears,		33.75
	To do., for state and county taxes paid by them on mortgaged land sold, per receipt for same appears, to wit:		58.48
	To do., for the costs of their bond paid to corporate surety thereon, per receipt		16.00
	Todo., for costs of advertising sale and order nisi thereon in Centreville Record per account thereon, to wit:		47.75
	To do., for the amount of the mortgage debt due on day of sale, per statement of the same filed, to wit:		2833.68
	To do., for the amount to be paid T.F. Seward, for auctioneering sale, to wit:		15.00
	To do., for the costs of advertising the order nisi to be passed as th this report and account,		3.00
	To Madison B. Bordley, Special Auditor, for stating this account, to wit:		4.50
	To balance, to remain subject to the future order of this Court,		327.85
		$3556.00	$3556.00

M. B. Bordley,
Special Auditor.

Feb. 7th, 1923.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell et al

vs.

J. Howard Rochester et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2468.

ORDERED, This 8th day of February in the year nineteen hundred and Twenty three, that the Report and account filed in these proceedings by M.B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th dayof March, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 26th dayof February, 1923, in some newspaper printed andpublished in Queen Anne's County.

Filed Feb. 8th, 1923.

J.F. Rolph, Clerk.

Queen Anne's County, to wit: Be it remembered that on the twenty seventh day of January in the year of nineteen hundred and twenty, the following Bill of Complaint was brought to be recorded, to wit:

Charles Harvery Diggans, Earle C. Diggans, Frank Sparks, Bernard Sparks, Harvey L. Morris and Minnie Grace. Plaintiffs.	In the Circuit Court for Queen Anne's County, in Equity.
vs.	
Ernest E. Melvin, Harry Sparks, William Sparks, Laura Jarman, Lena Fleming, Bessie Callaway, Annie Cheffins, Effie Lucas, Florence Booker, Iva V. Phillips, Laura Phillips, Eddie Meeds, Pearl Woodring and Harvey M. Hunter. Defendants.	No. 2479.

To the Honorable, the Judges of said Court:

Your orators, Charles Harvey Diggans, of the City of Wilmington, in the State of Delaware, Earle C. Diggans, of San Antonio, in the State of Texas; Frank Sparks, Bernard Sparks and Minnie Grace, residing in the State of Maryland, complaining, say:

That heretofore, on or about the twenty first day of August, nineteen hundred and twenty two, William H. Diggans, late of Queen Anne's County, deceased, departed this life testate, leaving a last will and testament dated the 14th dayof November, nineteen hundred and twenty one, duly admitted to probate, and recorded in Liber W. T. B. No. 1 fol. 294, a will record book for Queen Anne's County, a certified copy thereof being filed herewith as a part hereof and marked "Exhibit A". The 7th Item of which said last will and testament reads as follows, to wit:

> "All the rest, residue and remainder of my property, real and personal, wheresoever located or situated, I do hereby give, devise and bequeath unto my nephews and nieces, Charles Harvey Diggans, Earle Diggans, Ernest Melvin, Harry Sparks, Frank Sparks, William Sparks, Bernard Sparks, Harvey Morris, Laura Jarman, Lena Fleming, Bessie Callaway, Minnie Grace, Annie Cheffins, Effie Lucas, Florence Booker and Laura Hunter, in equal parts, share and share alike."

That said Laura Hunter has departed this life, her death occurring prior to the time of her death of said William H. Diggans, deceased,but after the date of the execution of his said last will and testament, and is survived by five children, all adults, as follows: The said Iva V. Phillips, Laura Phillips, and Eddie Meeds, who live and reside in the City of Wilmington, in the State of Delaware; Pearl Woodring, who lives and resides in the Stateof Pennsylvania and Harvey M. Hunter, who lives and resides in the City of Washington, in the District of Columbia, the only children and heirs at law of the said Laura Hunter, deceased.

That letters of administration, cum testamento annexo, were duly granted and commited unto Phon N. Diggans and Thomas C. Horsey; who have qualified as such administrators and given proper notice to creditors of said William H. Diggans, deceased, to file their claims duly authenticated on or before the 15th day of March, 1923, the said Phon N. Diggans, designated by the said last will and testament of said William H. Diggans, deceased, as executrix thereof, having declined to act as such executrix.

2. That said William H. Diggans was at the time of his death possessed of sufficient personal property, exclusive of personal property specifically bequeathed by him, consisting of cash in bank, mortgages and other securities, to pay all of his outstanding indebtedness, all claims against his estate, the cost of administering his estate and all of the specific legacies bequeathed by him by his said last will

and testament, and it will not be necessary to resort to any real estate of which he died seized and possessed or any of the proceeds of the sale thereof for the purpose of paying or discharging any of said debts, claims, costs or legacies.

3. That said William H. Diggans was at the time of his death seized and possessed of three lots and parcels of real estate in the town of Queen Anne, in The Sixth Election District of Queen Anne's County, Maryland, one of said parcels of land being situated on the northeast side of the street or public road leading through Queen Anne to Hillsboro from Centreville, improved by a store house now in the occupancy of R. H. Gibson; one of said parcels of land being located on the northeast side of said street or public road, adjoining the first mentioned parcel of land, improved by frame dwelling house now unoccupied, and one of said parcels of land being an improved lot of land situated in the town of Queen Anne aforesaid on the public road leading from Queen Anne to Wye Mills, title to whichsaid real estate is now vested in Charles Harvey Diggans, Earle C. Diggans, Frank Sparks, Bernard Sparks, Harvey L. Morris and Minnie Grace, plaintiffs, and Ernest Melvin, Harry Sparks, William Sparks, Laura Jarman, Lena Fleming, Bessie Callaway, Annie Cheffins, Effie Lucas, Florence Booker, Iva V. Phillips, Laura Phillips, Eddie Meeds, Pearl Woodring and Harvey M. Hunter, defendants, parties to this suit, as tenants in common and became so vested under and by virtue of the said last will and testament of said William H. Diggans, deceased, and saidparties own undivided interests in said real estate and are entitled to the proceeds of sale thereof in the following proportions, that is to say: The said Charles Harvey Diggans, Earle C. Diggans, Frank Sparks, Bernard Sparks, Harvey L. Morris, Minnie Grace, Ernest Melvin, Harry Sparks, William Sparks, Laura Jarman, Lena FLeming, Bessie Callaway, Annie Cheffins, Effie Lucas and Florence Booker are each entitled to a one-sixteenth interest, or part thereof and the said Iva V. Phillips, Laura Phillips, Eddie Meeds, Pearl Woodring and Harvey M. Hunter are each entitled to onefifth of one-sixteenth interest or part thereof.

4. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their respective interests.

To the end, therefore,

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed to the parties entitled thereto in accordance with their several and respective interests.

(3) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the order of publication giving notice to the said Ernest Melvin, William Sparks, Iva V. Phillips, Laura Phillips and Eddie Meeds, all adults, all of the State of Delaware, who are non-residents of this State; the said Pearl Woodring and Harvey M. Hunter, both adults, both non-residents of this State, the said Pearl Woodring being of the State of Pennsylvania, and the said Harvey M. Hunter of the City of Washington, in the District of Columbia, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed; and also the writ of subpoena directed to the said Harry Sparks, Laura Jarman, Lena Fleming, Bessie Callaway, Annie Cheffins, Effie Lucas and Florence Booker, adults, all of whom reside in the State of Maryland, commanding them, and each of them, to be and appear, either in person or by solicitor in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed. All of the said defendants being adults.

And as in duty bound, etc.

H. B. W. Mitchell

J. H. C. Legg.

Solicitors for complainants.

Plaintiffs' Exhibit "A".

Filed Jan. 27th, 1923.

In the name of God:

I, William Hersey Diggans, of Queen Anne's County, State of Maryland, do hereby make this, my last will and testament, in manner and form following, that is to say:

1. I hereby revoke all former wills by me made.

2. I do hereby direct that my body shall be decently buried at the discretion of my executor hereinafter named and that suitable tombstones shall be erected at my grave.

3. After the payment of my just debts, funeral expenses and the cost of my tombstones, I do give, devise and bequeath as follows:

4. I give and bequeath unto my wife, Phon Diggans, the sum of seven thousand dollars ($7000.00) and also all my household furnitureand dishes in my house where my wife and I now reside.

5. I give and bequeath unto Mollie Diggans, the widow of my deceased brother, the sum of three hundred dollars.

6. I do give and bequeath unto Albert Legg, Ida Kennedy, Coma Harkness, Emma Wharton, Sallie Rolph, Annie Jackson, Martha Bareue, William F. Jackson and Alda Jackson, the sum of one hundred and fifty dollars, each.

7. All the rest, residue and remainder of my property, real and personal wheresoever located or situated, I do hereby give, devise and bequeath unto my nephews and neices, Charles Harvey Diggans, Earle Diggans, Ernest Melvin, Harry Sparks, Frank Sparks, William Sparks, Bernard Sparks, Harvey Morris, Laura Jarman, Lena Fleming, Bessie Callaway, Minnie Grace, Annie Chevins, Effie Lacas, Florence Booker and Laura Hunter, in equal share and share alike.

I do hereby direct and declare that if any person or persons named in this will shall undertake or cause to be undertaked any proceedings whatsoever to set aside this my last will and testament, or shall aid in, consent to or connive at any such undertaking, then in such case, allthe dispositions, bequests and devises in favor of such person or persons, shall cease and be void, to all intents and purposes whatsoever, and are hereby revoked accordingaly, and the property herein given to such person or persons shall pass under the residuary clause of this my will in the same manner as if such person or persons had never been named in this my will.

8. I do hereby nominate andappoint my wife, Phon Diggans, to be the executrix of this my last will and testament.

IN TESTIMONY WHEREOF I do hereunto sign my nameand affix my seal this fourteenth day of November, in the year nineteen hundred and twenty one.

William Hersey Diggans (SEAL)

Signed, sealed, publishedand declared by William Hersey Diggans the above named testator, as and for hislast will and testament, in our presence who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Ezekiel M. Forman

H. B. W. Mitchell.

State of Maryland,

Queen Anne's County, to wit:

on the thirty first day of August, A.D., 1922 came Phon N. Diggans, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of William Hersey Diggans, late of Queen Anne's County, deceased, and made oath in due form of law that the aforegoing is the true and whole Will of said deceased, that has come toher hand and possession and that she does not know nor has she heard of any other and that she received the same from H. B. W. Mitchell, Attorney for said Testator on or about the 24th day of August, A. D. 1922.

Sworn before

William T. Bishop

Register of Wills for Queen Anne's County, Md.

State of Maryland, Queen Anne's County, to wit:

On the thirty first day of August 1922 came Ezekiel M. Forman and H.B.W. Mitchell subscribing witnesses to the aforegoing last Will and Testament of William Hersey Diggans, late of Queen Anne's County, deceased, and made oath in due form of law that they did see the Testator sign and seal said Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was to the best of the apprehension of sound and disposing mind, memory and understanding and that they subscribed their names as witnesses to said Willm at his request in his presence and in the presence of each other.

Sworn inopen court

Test.

William T. Bishop

Register of Wills for Queen Anne's County.

State of Maryland,

In the Orphans' Court

for Queen Anne's County:

The aforegoing Instrument of Writing purporting to be the last Will and Testament of William Hersey Diggans, late of Queen Anne's County, deceased having been exhibited for Probate, and no objection thereto having been made, although notice, according to law, appears to have been given to the next relations of said deceased;

The Court after haveing examined the said instrument of Writing and also the evidence adduced as to its validity, orders and decrees this thirty first day of August, A.D., 1922, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William Hersey Diggans, deceased.

W. Hopper Gibson

Chas. E. Cannon

Judges of the Orphans' Court

for Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland does hereby certify that the within and aforegoing is a true copy of Last Will and Testament of William Hersey Diggans deceased with probates attached, as filed and passed in this office on August, 31, 1922 and recorded in Liber W. T. B. No. 1 Folio 294 & 5 in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 27th day of January, 1923.

WilliamT. Bishop,
Register of Wills for Queen Anne's County, Md.

Answer of Pearl Woodring.
Filed Jan. 27th, 1923.

Charles Harvey Diggans and other
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable, the judges of said Court:
The answer of Pearl Woodring to the bill of complaint of Chas. Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.
This defendant admits the matters and facts set forth in saidbill of complaint, and consents to the passage of such decree as may be right and properto the premises.

Mrs. Pearl Woodring,
Wescoesville, R.I. Pa.

Answer of Iva V. Phillips.
Filed Jan. 27th, 1923.

Charles Hargey Diggans and others
vs.
Ernest Melvin and others

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable, the Judges of said Court:
The answer of Iva V. Phillips to the bill of complaint of Chas. Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.
This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper in the premises.

Iva V. Phillips.

Answer of Annie Cheffins and Bessie Callaway.
Filed Jan. 27th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County, in Equity.
No.

To the Honorable, the Judges of said Court:
The answer of ANNIE CHEFFINS AND BESSIE CALLAWAY to the bill ofcomplaint of Charles Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.
These defendants, and each of them,admit thematters and facts set forth in said bill of complaint, and consent tothe passage of such decree as may be right and proper in the premises.

Mrs. Annie Cheffins.
Mrs. Bessie Callaway.

Answer of Harry M. Hunter.
Filed Jan. 30th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable, the Judges of said Court:
The answer of Harry M. Hunter to the bill of Complaint of Chas. Harvey Callaway, Earle C. Diggans and others against them and others in this Court exhibited.
This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and properto the premises.

Harvey M. Hunter.

Answer of William P. Sparks.
Filed Jan. 29th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable, the Judges of said Court:
The answer of William P. Sparks to the bill of complaint of Charles Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.
This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and properto the premises.

William P. Sparks.

Laura Phillips.
Answer of Chas. Harvey Diggans,
Filed Jan. 29th, 1923.

Charles Harvey Diggans and others
versus
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable,the Judges of said Court:
The answer of Laura Phillips to the bill of complaint of Chas. Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.
This defendant admits thematter and facts set forth in said bill of complaint and consents to the passage of such decree as may be right and proper to the premises.

Laura Phillips,
1200 Maple St.,
Wilmington, Del.

Answer of Edward R. Meeds,
Filed Jan. 27th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable, thejudges of said Court:
The answer of Edward R. Meeds to the bill of complaint of Charles Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.
This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper in the premises.

Edward R. Meeds.

Answer of :
Effie Lucas,
Lena FLeming,
Florence Booker,
Harry W. Sparks.

Filed Jan. 27th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for Queen Anne's County, in Equity.
No.

To the Honorable, the Judges of said Court:

The answer of EFFIE LUCAS, FLORENCE BOOKER, LENA FLEMING AND HARRY W. SPARKS, to the bill of complaint of Charles Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.

These defendants, and each of them, admit the matters and facts set forth in said bill of complaint, and consent to thepassage of such decree as may be right and proper inthe premises.

Mrs. Effie Lucas

Mrs. Florence Booker

Mrs. Lena Fleming

Harry W. Sparks.

Answer of Ernest Melvin,
Filed Jan. 27th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County in Equity.
No.

To the Honorable, the Judges of said Court:

The answer of Ernest E. Melvin to the bill of complaint of Charles Harvey Diggans, Earle C. Diggans and others against them and others in this Court exhibited.

This defendant admits the matter and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper to the premises.

Ernest E. Melvin.

Answer of Laura Jarman.
Filed Jan. 29th, 1923.

Charles Harvey Diggans and others
vs.
Ernest Melvin and others.

In the Circuit Court for
Queen Anne's County inEquity.
No.

To the Honorable, the Judges of said court:

The answer of Laura Jarman to the bill of complaint of Charles Harvey Diggans, Earle C.Diggans andothers against them and others in this Court exhibited.

This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper to the premises.

Laura Jarman.

DECREE.
Filed Feb. 1st, 1923.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

CHANCERY CAUSE NO. 2479.

Charles harvey Diggans, et al, PLAINTIFFS.

VS.

Ernest E. Melvin, et al, DEFENDANTS.

The above Cause standing ready for hearing, and being submitted without argument the Bill of Complaint and all the other proceedings were read and considered.

It is thereupon, this first day of February, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, adjudged, ordered and decreed that the real estate in the proceedings mentioned by sold for partition between the parties.

That J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, be and they are hereby appointed Trustees to make said sale, and the Course and manner of their proceedings shall be as follows: they shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court or by the said Clerk, in the penalty of Three thousand Dollars, if surety bond by corporate surety or five thousand dollars if personal surety, conditioned for the faithful performance of the Trust reposed in them, by this Decree, or which may be reposed in them by any future Decree or Order in the premises; they shall then proceed to make sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notices as they shall think proper, of the time, place, manner and termsof sale, which terms shall be as follows: one third of the purchase money in cash on the day of the saleand one third in six months and one third in twelve months from day of sale or all cash upon final ratification of the sale by this Court, the deferred payments bear interest from day of sale and to be secured to the ratification of the trustees, and if not cash on day of sale, then a Cash Deposit of two hundred and fifty dollars on each piece of property will be required on day of sale, with interest on the balanceof the purchase money from day of sale.

And as soon as may be convenient after any such sale or sales the said Trustees shall return to this Court a full and particular account of the same; with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the final ratification of such sale of sales by this Court, and on the payment of the whole purchase money (and not before) the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property and estate to him, her or them sold, free, clear, and discharged from all claims of the parties to this Cause, and of any and every person or persons claiming by, from and under them or any of them.

And the said trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court after deducting therefrom the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Thomas J. Keating.

BOND.

Filed Feb. 26th, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, J. H. C. Legg and H.B.W. Mitchell of Queen Anne's County, and T. Clayton Horsey of Caroline County, state of Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate of the State of Maryland, duly authorized by its charter to become sole surety onbonds, are held and firmly bound unto the State of Maryland in the full and just sum of THREE THOUSAND DOLLARS ($3000) to be paid to the said State of Maryland or its certainatterney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successorsand assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this second day of February, in the yearnineteen hundred and twenty three.

WHEREAS by a Decree of the Circuit Court for QueenAnne's County in Equity, bearing date the First day of February, in the year nineteen hundredand twenty three, and passed in a cause in the said Court wherein Charles Harvey Diggans, Earle C. Diggans, Frank Sparks, Bernard Sparks, Harvey L. Morris and Minnie Grace are Plaintiffs and Ernest E. Melvin, Harry Sparks, William Sparks, Laura Jarman, Lena Fleming, Bessie Callaway, Annie Cheffins, Effie Lucas, Florence Booker, Iva V. Phillips, Laura Phillips, Eddie Meeds, Pearl Woodring and Harvey M. Hunter are Defendants, being Cause No. 2479 on the Chancery Docket of said Court, the above bounden J. H. C. Legg, H. B. W. Mitchell and T. Clayton Horsey have been appointed Trustees to make sale of certain real estate in the proceedings in the aforegoing cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden J.H.C. Legg, H. B. W. Mitchell and T. Clayton Horsey do well and faithfully perform and execute the trust reposed in them by said Decree, or that may be reposed in them by any future decree of order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-

J.H.C. Legg (SEAL)

H.B.W. Mitchell (SEAL)

T. Clayton Horsey (SEAL)

Tilghman Eaton

As to J.H.C. Legg, H.B.W. Mitchell and Maryland Casualty Company.

Ruth Bilbrough,

As to T. Clayton Horsey.

Corporate Seal8s Place.

Maryland Casualty Company

Chas. E. Tucker

Atty. in Fact.

On the back, of the foregoing bond was thus endorsed to wit: Security approved and Bond filed Feb. 26th, 1923.

Countersigned:

H.B.W. Mitchell.

Report of Sale.

Filed March 13th, 1923.

Charles Harvey Diggans et al.
vs.
Ernest E. Melvin et al.

In the Circuit Court for
Queen Anne's County, in
Equity. No. 2479.

To the Honorable, the Judges of said Court:

The report of Sale, made by J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, Trustees appointed by the decree of this Honorable Court, passed on the 1st day of February, 1923, to make sale of the real estate mentioned in the proceedings in the above entitled cause, to your Honors respectfully sets forth:

That after filing an approved bond conditioned for the faithful performance of their trust and after having given notice of the time, place, manner and terms of sale by advertisement in The Centreville Record, a newspaper printed and published in Queen Anne's County, for four successive weeks, being more than twenty days, before the day os ale, and by like notice by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County, they, said Trustee, did, pursuant to said notice, attend in front of the court House door, in Centreville, Queen Anne's County, Maryland, on Tuesday, March 13th, 1923, at 2 o'clock p.m. and then and there proceeded to offer for sale the real estate in said proceedings mentioned at public auction in the following manner, that is to say.

In the first place, your Trustees offered the lot of land improved by frame store house, in the town of Queen Anne, in the Sixth Election District of Queen Anne's County, Maryland, on the northeast side of the street or public road leading through Queen Anne to Hillsbore from Centreville, and at the time of said sale in the occupancy of R. H. Gibson, and announced that said lot of land had a frontage on said street or public road of twenty seven feet and a depth of one hundred and eighty six feet and was a part of the lot of land conveyed unto William H. Diggans, now deceased, from Francis T. Barton and Sarah J. Barton, dated the 4th day of January, 1890, and recorded in Liber W.D. No. 4, fol. 269, a land record book for Queen Anne's County, and held said lot of land at a bid made therefor of six hundred and twenty five dollars by John E. DeFord this being the highest bid made for said lotof land, said Trustees reserving the right to offer said lot of land with the lot of land herein secondly described, improved by frame dwelling house, unoccupied, and adjoining the lot of land first above mentioned, improved by frame store house.

In the second place, your Trustees offered the lot of land, improved by frame dwelling house, in the town of Queen Anne aforesaid, and announced that said lot of land had a frontage, including a driveway over and upon a part of it, of forty two feet on said street or public road and a depth of one hundred and eighty six feet, and held said lot of land at a bid made therefor of seven hundredand twenty five dollars by a Mr. Rice, said bid being thehighest bid made therefor, said Trustees reserving the right to offer the said lot of land first above mentioned, improved by frame store house, said lot of

land, improved by frame dwelling house and offered in the second place as aforesaid being a part of the lot of land conveyed unto William H. Diggans, now deceased, by Francis T. Barton and Sarah J. Barton by deed dated the 4th day of January, 1890, and recorded in Liber W.D. No. 4, fol. 269, a land record bookfor Queen Anne's County.

In the third place, your Trustees offered the two above mentioned lots of land, improved by frame store house and faame dwelling house, together and as a whole, the frame store house being in the occupance of R.H. Gibson and the frame dwelling house unoccupied, and announced that the whole lot of land (the two above mentioned lots together) and including a driveway over and upon a part of said lot upon which said dwelling house stands had a frontage on said street or public road of sixty nine feet and a depth of one hundred and eighty six feet, and sold the same together and as a whole to Sallie B. Jump, she being then and there the highest bidder therefor,at and for the smm of twenty six hundred and twenty dollars ($2620.00) her said bid of twenty six hundred and twenty ($2620.00) dollars being more than the aggregate sum of the bids for said land when offered separately as aforesaid, and the said Sallie B. Jump has made a payment of five hundred dollars, being $250.00 on each parcel of land bought byher, on account of the purchase money for said two lots of land, and your Trustees are satisfied that she willmake satisfactory settlement of the balance

In the fourth place, your Trustees offered all of thelot of land, improved by a frame dwelling house, at the time of said sale in the occupancy of R.H. Gibson, in the town of Queen Anne aforesaid, on the public road leading from Queen Anne to Wye Mills, and sold the same to R.H. Gibson, he being then and there the highest bidder therefore, atand for the sum of six hundred and thirty five dollars, The lot of land improved by the store house and the lotof land improved by the dwelling house herein last above mentioned, and occupied by R.H. Gibson, were sold subject to the tenancy of their present occupant for the balance of the year nineteen hundred and twenty three,the purchaser to receive the rents and profits therefrom from the 16th day of April, nineteen hundred and twenty three and to pay the State and County taxes thereon for said year, provided the terms of sale have been satisfactorilycomplied with, and the actual possession thereof on the first of January, 1924; thepurchaser to have the possession of the dwelling house adjoining the store house upon complying with the terms of sale. The said R.H. Gibson paid all of the purchase money, six hundred and thirty five dollars, for the lot and dwelling house bought by him by giving a check therefor on the day of the sale.

All of which is respectfully submitted.

J.H.C. Legg,
H.B.W. Mitchell
Thomas C. Horsey.
Trustees.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 13th day of March, nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, Trustees, and made oath that the matters and things contained in the within and aforegoing Report of Sale were true as therein set forth and that the sale was fairly made.

J.F. Rolph,
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY.

TRUSTEE'S SALE OF REAL ESTATE,
Store and Resident Property.

In the Town of Queen Anne, Queen Anne's County, Maryland.

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity,passed on the first day of February, 1923, in the case wherein Charles Harvey Diggans and others are plaintiffs and Ernest E. Melvin and others are defendants, said cause being No. 2479 on the Chancery Docket of said Court, the undersigned the trustees named in said decree to make the sale, will sell by public auction in front of the Court House Door in Centreville, Maryland, on Tuesday, March 13th, 1923, beginning at the hour of 2 o'clock p.m., the following real estate:

First: All that lot or parcel of land, improved by a frame store house in the town of Queen Anne, in the 6th Election District of Queen Anne's County, aforesaid, on the northeast side of the street or public road leading through Queen Anne to Hillsboro from Centreville, and now in the tenancy of R.H. Gibson.

Second: All that lot or parcel of land, improved by a frame dwelling house now unoccupied, on the northeast side of the above mentioned street or public road leading through Queen Anne to Hillsboro, adjoining the first mentioned lot of land.

The two above-mentioned lots or parcels of land is the same land as that described in the deed to William H. Diggans from Francis T. Barton and Sarah J. Barton, dated the 4th day of January, 1890, and recorded in Liber W.D. No. 4, fol. 269, a land record book for Queen Anne's County, and the said two lots or parcels of land will first be offered separately and then together or as a whole and will be sold in the way to realize the most money.

Third: All of the lot of land in the town of Queen Anne on the public road leading from queen Anne to Wye Mills, improved by frame dwelling house now occupied by R.H. Gibson.

Termsof Sale, as prescribed by said decree: One-third of the purchase money to be paid in cash on the day of sale and one-third in six months andone-third in twelve months fromthe day of sale or all cash upon the final ratification ot the sale, the deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the trustees, a cash deposit of $250.00 will be required on each piece of property on the day of sale and interest will be charged on thebalance of the purchase money from the day of sale.

J.H.C. Legg,
H.B.W. Mitchell,
Thomas C. Horsey.
Trustees.

T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville,Md., Mar. 13, 1923.

The Centreville Record Publishing Co., hereby certifies that the Trustee Sale in the case of J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, Trustees, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13th day of March in the year 1923.

The Centreville Record Publishing Co.
By W.F. Reed.

Filed March 13th, 1923.

NISI.

Charles Harvey Diggans et al. IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

vs. IN EQUITY.

Ernest E. Melvin et al. CHANCERY NO. 24791

ORDERED, This 13th day of March A.D., 1923, thatthe sale of the Real Estate made and reported in this cause by J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of May next; provided a copy of this order be insertedin some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of April next.

The Report states the amount of sales to be $3255.

J.F. Rolph, Clerk.

Filed March 13th, 1923.

Certificate of Publication of Order Nisi.

Filed May 21st,1923.

Charles Harvey Diggans, et al

vs.

Ernest E. Melvin, et al.

In the Circuit Court for Queen Anne's County, in Equity. Whancery No. 2479.

ORDERED, This 13th day of March, A.D.m 1923, that the sale of the real estate made and reported in this cause by J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of May, next; provided a copy of this order be inserted in some newspaper printed and publishedin Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of April next.

The Report statesthe amount of sales to be $3,255.00.

J.F. Rolph, Clerk.

True Copy-Test:-

J.F. Rolph, Clerk.

Filed March 13th, 1923.

THE CENTREVILLE RECORD.

Centreville Md.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Charles Harvey Diggans et al, vs. Ernest E. Melvin, et al. in the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2479, a true copy of which is herto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 18th day of April next in the year 1923.

The Centreville Record Publishing Co.

By D.S. Morris.

Filed May 21st, 1923.

ORDERED, this twenty third day of May, nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings made and reported in the aforegoing Report of Sale by J. H. C. Legg, H. B. W. Mitchell and Thomas C. Horsey, Trustees, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi.

The Trustees are allowed the usual commissions and all expenses, not personal, upon producing the proper vouchers therefor before the Auditor.

Filed May 24th, 1923. Thomas J. Keating.

Auditor's Report and Account.

Filed June 22nd, 1923.

In the Circuit Court for queen Anne's County in Equity.

Charles Harvey Diggans et al.,
versus
Ernest Melvin et al.

Chancery Docket,
Cause No. 2479.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That in the within account stated by him he has first charged the trustees of the cause with the amount of the sales made by them, per their report, and then thereout allowed unto themtheir commissions, per rule of court, the costs incident to the sale and the proceedings of this cause. The balance then remaining is distributed among the several parties owning the land at the time of thesale according to the allegations of the bill.

Respectfully submitted,

Madison Brown, Auditor.

The Proceeds of the Sales of the Real estate of Charles Harvey Diggans and others in account with J.H.C. Legg, H.B.W. Mitchell and Thomas C. Horsey, trustees appointed by the decree filedin this cause to make sale of land decreed to be sold.

Cr.

1923.		
March 13th	By gross proceeds of the sales of said real estate, per report of sales filed, to wit:	$3255.00

Dr.

1923. March 13th	To J.H.C. Legg, H.B.W. Mitchell, Thomas C. Horsey, trustees, for their commissions, per rule of court, to wit:	$175.20	
	To do., for the court costs of this cause, per statement made out by the clerk: Costs of J.F. Rolph, Clerk, $25.75 Appearance fees of solicitors 20.00	45.75	
	To do.,for the costs of advertising the sale and order nisi therein in Centreville Record, per bill for same, to wit:	56.75	
	To do., for the costsof advertising the sale in Centreville Observer, per bill for same, to wit:	45.00	
	To do., for the costsof advertising order nisi to bepassed as to this report and account,	3.00	
	To do., for the charges of T.F. Seward for crying sale of the real estate, per his bill	20.00	
	To do., for the costs of their bond as trustees with corporate surety thereon, per bill with receipt thereon filed, to wit:	10.00	
	To Madison Brown, auditor, for stating this account,to wit:	9.00	
	To balance, to wit:	2890.30	
		$3255.00	$3255.00

Cr.

By balance brought forward, to wit: $2890.30

Dr.

Distribution among the Co-owners:

1.	To Charles Harvey Diggans,...1/16 of balance, to wit:	$180.65	
2.	To Earle C. Diggans.....1/16 of balance, towit:	180.65	
3.	To Frank Sparks, 1/16 of balance, to wit:	180.65	
4.	To Bernard Sparks, 1/16 of balance, to wit:	180.65	
5.	To Minnie Grace, 1/16 of balance, to wit:	180.64	
6.	To Harvey S. Morris, 1/16 of balance, to wit:	180.65	
7.	To Ernest Melvin 1/16 of balance, to wit:	180.64	
8.	To Harvey Sparks, 1/16 of balance, to wit:	180.64	
9.	To William Sparks, 1/16 of balance, to wit:	180.64	
10.	To Laura Farmang, 1/16 of balance, to wit:	180.64	
11.	To Lena FLeming, 1/16 of balance, to wit:	180.64	
12.	To Bessie Callahan, 1/16 of balance, to wit:	180.64	
13.	To Annie Cheffins, 1/16 of balance,to wit:	180.64	
14.	To Effie Lucas, 1/16 of balance, to wit:	180.64	
15.	To Florence Booker, 1/16 of balance, to wit:	180.64	
16.	To Iva Phillips, 1/16 of balance, to wit:	36.13	
17.	To Laura Phillips, 1/16 of balance, to wit:	36.16	
18.	To Eddie Meeds, 1/16 of balance, to wit:	36.16	
19.	To Pearl Woodring, 1/16 of balance, to wit:	36.16	
20.	To Harvey M. Hunter, 1/16 of balance, to wit:	36.13	
		$2890.30	$2890.30

NISI RATIFICATION OF AUDIT.

Charles Harvey Diggans, et al. IN THE CIRCUIT COURT

vs. FOR QUEEN ANNE'S COUNTY,

IN EQUITY.

Ernest Melvin, et al. CASE NO. 2479.

ORDERED, This 22nd day of June in the year nineteen hundred and twenty three that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of July, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of July 1923, in some newspaper printed and published in Queen Anne's County.

Filed June 22nd, 1923. J.F. Rolph, Clerk.

Certificate of Publication of Nisi Ratification of Audit.

Charles Harvey Diggans, et al.
vs.
Ernest Melvin, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2479.

ORDERED, This 22nd day of June inthe year ninetsenhundred and twenty three that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of July, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of July, 1923, in some newspaper printedand published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed June 22md, 1923.
True Copy.
Test: J. F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. July 25th, 1923.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in thecase of Diggans et al vs. Melvin a truecopy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printedand published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 12th day of July in the year 1923.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

Filed July 25th, 1923.

Ordered by the Circuit Court of Queen Anne's County, in Equity, this twenty fifth day of July nineteen hundred and twenty three, that the within and aforegoing report and account of the auditor be and the same are hereby ratifiedand confirmed. No cause to the contrary having been shown, alghough due notice appears to havebeen given as required by the preceding order of ratification nisi, the trustees are directed to apply the preceeds accordingly, with a due proportion of interest to the distributive shares and commissions as the same has been or may be received.

Thomas J. Keating.

Filed July 25th, 1923.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of March nineteen hundred and twenty two, the following Order to Docket Suit was brought to be recorded, to wit:

S. Scott Beck, Assignee, vs. William D. Boggs and Marie C. Boggs.

In the Circuit Court for Queen Anne's County In Equity. No. 2427.

J. Fletcher Wolph, Clerk:

Please docket the above entitled cause, make copy of mortgagefrom William D. Boggs and Marie C. Boggs, his wife, to The Millington Bank of Maryland, dated the 23rd day of February, 1920,and recorded among the Land Records of Queen Anne's County aforesaid in Liber J.F.R. No. 4, folios 180 etc., as also the assignment thereof to S. Scott beck, and file same herein, file and approve Assignee's Bond and enter my appearance for Plaintiff, says,

S. Scott Beck,
Plaintiff's Attorney.

MORTGAGE.

Filed March 25th, 1922.

BE IT REMEMBERED, That on this twentyfifth day of February, 1920, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 23rd day of February in the year nineteen hundred and twenty by William D. Boggs and Marie C. Boggs, his wife, of Queen Anne's County, Maryland, but for the purpose of executing this mortgage, temporarily, of Kent County, in the state of Maryland.

Whereas, The body corporate, the Millington Bank of Maryland, has loaned and advanced unto the said WilliamD. Boggs and Marie C. Boggs the full sum of Four Thousand Five Hundred and Sixty Dollars and ninety six cents ($4560.96), which said sum they have passed unto said body corporate their joint and several promissory note bearing ewen date herewith and payable to said body corporate at its banking house in the town of Millington, Maryland, four (4) months after date, with interest from date.

AND WHEREAS, as a condition precedent to the making of saidloan and the acceptance of said note, it was agreed that this mortgage should be executed, to expire one (1) year after date, to secure the payment thereof as represented by said note and any and all renewals and part renewals thereof, including renewals of renewals, whether in whole or in part of the original or any renewal thereof.

NOW THEREFORE, THIS MORTGAGE WITNESSETH THAT, for and in consideration ofthe premises and of the sum of One Dollar, we, the said William D. Boggs and Marie C. Boggs his wife, do hereby grant and convey unto the said body corporate, The Millington Bank of Maryland, its successors and assigns, in fee simply, thefollowing real estate, to wit:-

ALL that tract of land or parcel of land called "Crumpton", situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, and described as follows: Beginning for the same at a stone set at a point where thecentre line of the public road leading from Pondtown to Crumpton intersects the centre line of the public road leading from Millington to Chestertown being at the southwest corner of the Cemetery Land and at the end of the first line of the second described tract in the

deed from Brown to sheppard, and running thence along the centre line of the public road toward Crumpton, north 29 degrees 5 min. west, 19.80 perches; thence turning and running with the said Cemetery north 61 degrees 30 min. east, 29.40 perches; thence turning and running south 28 degrees 45 min, east, 26.16 perches to the centre line of the public road to Millington, being the southeast corner of the Cemetery; thence along said road toward Millington north 73 degrees 5 min. east, 29.92 perches to the lands of Mr. Faulkner, formerly Godwin's Mills; thence with the last namedlands north 25 degrees 30 min, west 23.32 perches, thence with the said lands north 71 degrees 15 min. east, 33.48 perches to a marked pine tree standing near the high water mark (H.W.M.) of the "Red Lion Branch", thence following the said Branch and binding thereon, the following courses and distances, north 3 degrees 45 min. east, 19.88 perches; north 1 degree 30 min. east, 14.08 perches; north 12 degrees 30 min. east, 14.08 perches; north 24 degrees, 15min. west, 7.88 perches; north 82 degrees 30 min. west, 17.88 perches; north 50 degrees west 16.84 perches; north 37 degrees, 45 min. west 23.40 perches; north 10 degrees 15 min. west, 8.88 perches; north 24 degrees 30 min. west, 6.76 perches; north 85 degrees 15 min. west; 7.80 perches; thence leaving said Branch and running south 60 degrees 30 min. west, 113.04 perches to the centre line of the public road leading, from Pondtown to Crumpton; thence with the said public road towards Pondtown south 29 degrees 5 min. east, 123.5 perches to the place of beginning, continuing south 60 degrees 30 min, west, 139.23 rods to a stake where a stone is to be set; thence at right angles to the last course south 29 degrees 30 min, east 65.76 perches to what was formerly a corner of the old cemetery before mentioned; but now inculded herein, thence with the old cemetery line and other lands of Dr. F.N. Sheppard south 17 degrees 30 min. east, 27.68 perches to the centre line of the public road leading from Millington to Chestertown; thencewith the said road toward Millington north 72 degrees 20 min. east 147.72 perches to the place of beginning and containing 184.72 perches to the place of beginning and containing 184.72 acres of land, more or less, Except therefrom three-fourths of an acre of land for school purposes, and after that deduction there is a net area in said farm 183.97 acres of land, more or less, all as shown on the plate recorded in Liber S.S. No. 9, folio 92, a land record book for Queen Anne's County, aforesaid.

Being the same and all the land conveyed to the said William D. Boggs by deed from Mary A. Boggs; et al, bearing date the 25th day of April, 1919, and recorded In Liber J.F.R., No. 2, folios 543, etc. a Land Record Book for Queen Anne's County aforesaid, to which said deed and the reference there Is contained, reference Is hereby specially made.

Being the same and all theland conveyed to the said William D. Boggs by deed from Mary A. Boggs, et al., bearing date the 25th day of April, 1919, and recorded in Liber J.F.R., No. 2, folios 543, etc., a Land Record Book for QueenAnne's County aforesaid, to which said deed and the reference there is contained, reference is hereby specially made.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, andthe buildings and improvements thereon erected and being.

And It Is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said William D. Boggs and Marie C. Boggs, their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Millington Bank of Maryland, its successors, executors, administrators or assigns, the aforesaid sum of Four Thousand Five Hundred and Sixty Dollars and ninety six cents ($4560.96) as represented by said note, of renewals and part renewals, and theInterest to accrue thereon, when and as the same shall become due and payable, as above set forth, and shall performall the covenants, conditions and agreements therein on his, her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said William D. Boggs and Marie C. Boggs, his wife, their heirs, and assigns shall possess said property.

And the said William D. Boggs and Marie C; Boggs, for themselves and for their heirs, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and Interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costsand attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep Insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company of Companies approved by the said body corporate, The Millington Bank of Maryland, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or an y part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Milling ton Bank of Maryland, its successors, executors, administrators or assigns, or JOHN PALMER SMITH their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, mannerand terms of sale by advertisement in a newspaper printed and published inQueen Anne's County, Maryland andsuch other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Mortgagors, or whoever may be entitledto the same.

And itis hereby agreed that when default be made in any covenant of condition contained in this mortgage and when suit has been docketedin the proper Court forthe purpose of the foreclosure of this mortgage under the power of sale above granted the said body corporate, The Millington,Bank of Maryland, its executors, administrators, successors or assigns, of JOHN PALMER SMITH, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tenderof said mortgage indebtedness be accompanied by the payment of all expenses incurredunder said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amountof the mortgage indebtedness, principal and interest, equal to one-half thecommission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, inEquity, and which said costs, expenses and commissions the said William D. Boggs and Marie C. Boggs, for themselves and for their heirs, executors, administratorsand assigns, hereby covenant to pay.

, Witness thehands and seals of the Mortgagors the day and year first above written.

WILLIAM D. BOGGS (SEAL)
MARIE C. BOGGS (SEAL)

TEST:

State of Maryland, Kent County, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, in theyear nineteen hundred and twenty, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, duly commissioned, and qualified, personally appeared William D. Boggs and Marie C. Boggs, his wife, the Mortgagors above named, and did each acknowledge the aforegoing Mortgage to be their respective act; and also at the same time before me personally appeared John P. Ahern, President of said body corporate, The Millington Bank of Maryland, the Mortgagee above named and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

Witness myhand and Notarial Seal the day and year last above written.

W.l. Jarvis
Notary Public.

BE IT REMEMBERED, That on this twenty fifth day of March, in theyear nineteen hundred and twenty two the following assignment was brought to be recorded.

For value received The Millington Bank of Maryland does hereby assign the within and aforegoing mortgage to S. Scott Beck for the purpost of foreclosure.

In witness whereof The Millington Bank of Maryland has caused its Corporatename to be hereunto signed by John P. Ahern, President thereof, and its Corporate seal to be hereunto affixed by C.M. Melvin, Jr., cashier this 21st day of March, 1922.

The Millington Bank of Maryland.
By

JOHN P. AHERN,
President.

C.M. Melvin, Jr.,
Cashier.

STATE OF MARYLAND, Queen Anne's County, To Wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 4, folio 180 &c., a Land Record Book for Queen Anne's County.

In testimony, Whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th day of March in the year nineteen hundred and twenty-two.

J. F. Rolph, Clekr.

Assignee's Bond.

Filed March 25th, 1922.

KNOW ALL MEN BY THESE PRESENTS, That we, S. Scott Beck of Kent County, State of Maryland, as Principal, and The National Surety Company, a corporation, duly incorporated under the laws of the State of New York, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand ($10,000.00) Dollars, to be paid to the said State of Maryland, ot its certain Attorney, to which payment, well and truly to be made and done, we bind ourselvesand each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents; sealed with our seals and dated this 24th day of March, in the year one thousand nine hundred and twenty two.

WHEREAS, William D. Boggs and Marie C. Boggs, hiw wife, by Deed of Mortgage dated the 23rd day of February, 1920, duly executed, acknowledged and recorded among the Land Records of Queen Anne's County, Stateof Maryland, in Liber J.F.R. No. 4, fo 1o 180 etc., conveyed to The Millington Bank of Maryland, a certain farmer tract of land in said Deed mentioned to secure the payment of the sum of Four thousand five hundred and sixty Dollars and ninety six cents ($4560.96), and the interest thereon, and which said mortgage was on the 21st day of March, 1922, assigned to the said S. Scott Beck forthe purpose of foreclosure; and

WHEREAS, in the event of any default being made in any condition of the said mortgage or in payment of the mortgage debt or of the interest thereon when due, power and authority was therein given to the said The Millington Bank of Maryland, or to its assignee, to sell the mortgaged premises; and

WHEREAS, default has been made in the condition of said mortgage by reason of the failure of the saidWilliam D. Boggs and Marie C. Boggs, his wife, to pay the mortgage debt, as and when thesame became due and payable, and the said S. Scott Beck, Assignee, is about to execute said power bf sale by selling said mortgaged real estate.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden S. Scott Beck shall well and faithfully perform the trust repesedin him by said power in said mortgage, and shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the aboveobligation to be void; otherwise to be and remain in full force and virtue in law.

S. Scott Beck (SEAL)

The National Surety Company.

By S. Scott Beck.

Atty. in Fact.

Corporate
Seal's
Place.

Signed, sealed and delivered in the presence of
Wm. Frasure Russell, Jr.

On the back of the foregoing Bond was thus endorsed to wit: Security approved and Bond filed March 25th, 1922.

Assignee's Report of Sales.

Filed June 29th, 1922.

S. Scott Beck, Assignee,

vs.

William D. Boggs,

Marie C. Boggs.

In the Circuit Court for

Queen Anne's County

in Equity.

No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of S. Scott Beck, Assignee, of a Mortgage from William D. Boggs and Marie C. Boggs, his wife, to The Millington Bank ofMaryland, dated the 23rd day of February, 1920, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber J.F.R. No. 4, folie etc., which Mortgage was by The Millington Bank of Maryland, duly assigned to S. Scott Beck on the 21st day of March, 1922, which assignment is recorded at the bottom of said Mortgage, respectfully shows:

That default having been made under said Mortgage by reason of the failure of the Mortgagors to pay the principal and interest on the notesor bond secured by said Mortgage when the same became due and payable, thesaid S. Scott Beck, Assignee, proceeded to sell said mortgaged property in execution of the power of sale therein contained, after having given twenty days notice of the time, place, manner and terms of sale by publication in the Kent News a newspaper printed and publishedin Kent County and also in the Centreville Record a newspaper printedand published in Queen Anne's County, and having given bond with security approved by the Clerk of this Court, the said S. Scott Beck, Assignee, did on Tuesday, April 18th, 1922, between the hours of 12:00 M. and 1:00 P.M., in front of the Court House Door in Centreville, Maryland, offer the said Mortgaged real estate at Public Sale and then and thereseld the same to Mrs. Minnie H. Keating, at and for the sum of Eight Thousand Eight Hundred Seventy-five ($8875.00) Dollars, she, being the highest bidder for same, which real estate is situated in the Seventh Election District of Queen Anne's County, aforesaid, on the Easterly side of the Public Road leading from Crumpton to Sudlersville, one half mile South of Crumpton and adjoining the lands of Thomas Jarman and S.W. Granbery, and being thesame farm which was conveyed to William D. Boggs by Mary A. Boggs, et al, by Deed datedthe 25th day of April, 1919, and recorded among the Land Records for Queen Anne's County, aforesaid, in Liber J.F.R. No. 2 folies 543 etc.

At the time of the above mentioned offer of Sale, your Assignee announced that the above mentioned property would be sold subject to a prior Mortgage on said property for $4200.00 and interest of $128.80, from John W. and Mary A. Boggs to Carrie Register, said Mortgage being dated November 21, 1917 and recorded among the Land Records for Queen Anne's County aforesaid, in Liber W.F.W.No. 11, Folios 230 etc.; that the total Mortgage indebtedness under the Register Mortgage amounted to $4328.80 and that the same would be deducted from the amount bid for said property.

Your Assignee, therefore, reports that while the property sold for $8875.00, $4328.80 represents the amount due on the above named Mortgage, and, therefore, the purchaser price under this Sale amounts to $4546.20.

And the said Mrs. Minnie H. Keating has made satisfactory compliance with the terms of sale.

Respectfully submitted,

S. Scott Beck.

Filed June 29th, 1922. Assignee.

STATE OF MARYLAND, KENT COUNTY, To Wit:

I HEREBY CERTIFY, that on this 28th day of June,1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared S. Scott Beck, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal;

Notary Public Seal.

Alice R. Smith.

Notary Public.

Certificate of Publication of Advertisement.

Filed June 29th, 1922.

PUBLIC SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the Power contained in a certain mortgage from William D. Boggs and wife to The Millington Bank of Maryland, dated the 23rd day of February, 1920, and recorded among the Land Records Books for Queen Anne's County, Maryland, in Liber J. F.R. No. 4, folios 180, etc., which mortgage was on the 21st day of March, 1922, assigned to S.Scott Beck for the purpose of foreclosure, the undersigned, as Assignee of said mortgage, will offer at public sale in front of the Court House door, inCentreville, Maryland, on Tuesday, April 18, 1922 at two o'clock P.M. all that valuable farm containing 100 acres of land more or less, situate in the seventh Election District of Queen Anne's County aforesaid, onthe easterly side of the public road leading from Crumpton to Sudlersville, one-half mile south of Crumpton and adjoining the lands of Thomas Jarman and S. W. Granberry, and being the same farm which was conveyed to Wm. D. Boggs, et al., by deed dated the 25th day of April, 1919, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber J. F. R. No. 2, folios 543, etc. The improvements consist of a large frame dwelling containing ten rooms and cellar; a large barn 40 feet by 75 feet, newly weather boarded and shingled, stabling 4 horses and 14 cows, and twolarge box stalls, feed room and large feed floor; loft will store 40 tons of hay, equipped with track for hay fork; new Natco hollow tile silo, 10 by 40 feet connected with feed floor; new implement shed and carriage house, 20 by 60 feet; new hog pen 14x40 feet, with seven compartments; corn shed 14 by 100 feet; corn crib; potato house; meat house; coal house; wood house and two chicken houses; two fine wells of water-one located at kitchen door in porch and the other at barn.

There are two large fertile garden plots; plenty of grapes for family use and 2,000 strawberry plants coming in bearing this spring; an apple orchard of 36 trees, well set in orchard grass; a pear orchard of 300 trees; 6 acres in timothy; 6 acres in alfalfa; 12 acres in sweet corn; 26acres in wheat, and 12 acres in sod. The entire farm has been limed in the last four years and had heavy applications of barn yard and cow manure, and is in a good productive state of cultivation. There is plenty of good wood for farm use and some merchantable timber.

The location of this farm makes it one of the most desirable in the county, being on a shell road only a half mile from Crumpton, with boat landing and large canning factory, churches and stores and a public school within 100 yards. The buildings are all in A-1 condition and all recently painted with two coats of oil and white lead; fences are all in good condition, most of them being new of American steel woven wire.

Terms of Sale- One-third, of the purchase money in cash on the day of sale, the balance in two equal installments, payable in six or twelve months from day of sale, with interest from the day of sale; or all cash at the option of the purchaser, or other satisfactory arrangements may be made with the undersigned on the day of sale; the purchaser will be required to pay all taxes levied on said property for the year 1922, and will be entitled to all crops maturing after the day of sale; the costs of all title papers, including revenue stamps on deed; will be at the expense of the purchaser.

S. SCOTT BECK, Assignee.

N.B.- The above sale is made at my request and it is my hope that the farm will bring its full value, as it is one of the nieest places in Queen Anne's County.

WM. D. BOGGS.

THE CENTREVILLE RECORD.

Centreville, Md., June 30, 1922.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of S. Scott Beck, Assignee, vs. W.D. Boggs, and wife, Chy. 2472 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Cehtreville, Queen Anne's County, Maryland once a week for four successive weeks (1st insertion being March 25th, 1922) before the 18th day of April in theyear 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

ORDER NISI.

S. Scott Beck, assingee,

vs.

William D. Boggs and Marie C.Boggs.

In the Circuit Court

For Queen Anne's County,

in Equity.

Chancery No. 2427.

ORDERED, This 29th day of June, A.D., 1922, that the sale of the real estate made and reported in this causse by S. Scott Beck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd day of August next.

The Report states the amount of sales to be $8875.00

Filed June 29th, 1922. J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi.

S. Scott Beck, Assignee vs. William D. Boggs and Marie C. Boggs.
In the Circuit Court for Queen Anne's County, in Equity. Chancery No.2427.

Ordered, This 29th day of June, A. D., 1922, that the sale of the real estate made and reported in this cause by S. Scott Beck, Assignee, be ratified and confirmed, unless cause to the contrary thereof, be shown on or before the 3rd day of September, next; provided a copy of this order be inserted in somenewspaper printed andpublished in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd day of August next.

The Report states the amount of sales to be $8875.00

J. F. Rolph, Clerk.

True Copy-Test:-

J. F. Rolph, Clerk.

Filed June 29th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 19th, 1922.

The Centreville Record Publishing Co., hereby certifies that the order nisi in the case of Beck, Assignee, vs. W. D. Boggs and wife a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of four successive weeks, before the 3rd day of August in the year 1922.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Filed September 19th, 1922;

Statement of Mortgage Debt.
Filed July 26th, 1922.

S. Scott Beck, Assignee,	In the Circuit Court
vs.	for Queen Anne's County,
William D. Boggs.	In Equity.
Marie C. Boggs.	No. 2472.

Statement of Mortgage Debt.

To amount due under Mortgage from Wm. D. Boggs and Marie C. Boggs, his wife, to The Millington Bank of Maryland, dated February 23, 1920, recorded in Liber J. F. R. No. 4, folio 180 etc.	$4365.00
To interest thereon from March 28th, 1922 to April 18th, 1922.	5.13
To taxes paid as per receipt.	176.19
To insurance paid as per receipt.	33.88
	$4580.20
1923	
Mar. 24th Credit by amount received in Chancery Cause 2428 Beck, Assignee, vs. Boggs.	$2101.39
	$2478.81

John P. Ahern, President of Millington Bank of Maryland.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I Hereby certify that on this 26th day of July, 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared John P. Ahern, President of The Millington Bank of Maryland and made oath in due form of law that the above account and statement is true and justand there are no set-offs to the same and he also made oath that he is the duly authorized agent of the Bank to make this affidavit.

As witness my hand and Notarial Seal:

Alice R. Smith.
Notary Public.

Notary Public
Seal.

Filed July 26th, 1922.

NISI.

S. Scott Beck, Assignee,
vs.
William D. Boggs,
Marie C. Boggs.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2427.

ORDERED, This 5th day of October A.D., 1922, that the sale of the real estate made and reported inthis cause by S. Scott Beck, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of December next; provided a copy of this order be inserted in somenewspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of November next.

The Report states the amount of sales to be $4546.20.

J. F. Rolph, Clerk.

Filed Oct. 5th, 1922.

Certificate of Publication of Order Nisi.

S. Scott Beck, Assignee vs. William D. Boggs.

in the Circuit Court for Queen Anne's County in Equity, Chancery No. 2427.

Ordered, This 5th day of Oktober, A.D., 1922, that the sale of the real estate made and reported in this cause by S. Scott Beck, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of December next; provided a copy of this order be inserted in some newspaper printedand published in Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of November next.

The Report states the amount of sales to be $4546.20.

J. F. Rolph, Clerk.
True Copy--Test:-
J. F. Rolph, Clerk.

Filed October 5th, 1922.

THE CENTREVILLE RECORD.

Centreville, Maryland, Jan. 4th, 1923.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of S. Scott Beck, Assignee, vs. Wm. D. Boggs a true copy of which is hereto annexed, was insertedin The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of November in the year 1922.

The Centreville Record Publishing Co.
By E.H. Brown, Jr.

Filed January 4th, 1923.

Petition.

Filed March 21st, 1923.

S. Scott Beck,
Assignee.

vs.

William D. Boggs, et al.

In the Circuit Court for
Queen Anne's County, in Equity.
No. 2427.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of S. Scott Beck, Assignee, in the above entitled cause, respectfully shows:

That heretofore, to wit: on the 18th day of April, 1922, he made sale of the property mentioned in these proceedings to Minnie H. Keating at and for the sum of $7875.00 as is evidenced by the agreement of said sale filed herewith and which was executed on the day of sale.

Your Petitioner shows that on April 18th, 1922, he was engaged in Court in Kent County and went to Centreville during noon recess to make sale of said property and left the settlement thereof to be conducted by John P. Ahern, President of The Millington Bank of Maryland, and the said John P. Ahern, did make settlement of said property according to the statement filed herewith.

Your Petitioner further shows that inadvertently he reported the said sale as having been made for $8875.00 and from which should be deducted the amount due under a certain First Mortgage mentioned in the Report of Sale, the amount due thereunder being $4328.80 leaving the amount of the purchase money to be reported under these proceedings as $4546.20, when as a matter of fact, the actual amount of sales under these proceedings should have been reported as $3546.20

WHEREFORE, your Petitioner, respectfully asks that the error may be corrected by an Order of this Honorable Court and that your Petitioner be requiredto settle only for $3546.20, the actual amount of said sale.

Respectfully submitted,

S. Scott Beck,

Petitioner.

STATE OF MARYLAND, KENT COUNTY, To Wit:

I HEREBY CERTIFY, That on this 11th day of January, 1923, before me, the subscriber, a Notary Public of the State of Maryland, in andfor Kent County aforesaid, personally appeared S. Scott Beck, Assignee, and made oath in due formof law that the matters and things set forth in the aforegoing Petition are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal:

Notary Public
Seal.

Alice R. Smith,
Notary Public.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of January, 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Minnie H. Keating and made oath in due form of law that the amount which she bid for the property mentioned in the Report of Sale in the above entitled cause was $7875.00 and not $8875.00 as therein set forth.

As witness my hand and Notarial Seal:

Notary Public
Seal.

Alice R. Smith

Notary Public.

Public Sale of Valuable Real Estate.

Under and by virtue of the power contained in a certain mortgage fromWilliam D. Boggs and wife to The Millington Bank of Maryland, dated the 23rd day of February,1920, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J. F. R. No 4, folios 180, etc., which mortgage was on the 21st day of March, 1922, assigned to S. Scott Beck for the purpose of foreclosure, the undersigned, as Assignee of said mortgage, will offer at public sale in front of the Court House door, in Centreville, Maryland, on Tuesday, April 18, 1922 at two o'clock p.m. all that valuable farm containing 100 acres of land more or less, situate in the Seventh Election District of Queen Anne's County aforesaid, on the easterly side ofthe public road leading from Crumpton to Sudlersville, one-half mile south of Crumpton and adjoining thelands of Thomas Jarmandand S. W. Granberry, and being the same farm which wasconveyed to Wm. D. Boggs by Mary A. Boggs, et al., by deed dated the 25th day of April, 1919, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber J. F. R. No. 2, folio 543, etc., The imptovements consist of a large frame dwelling containing ten rooms and cellar; a large barn 40 feet by 75 feet, newly weather boarded and shingled, stabling 4 horses and 14 cows, and two large box stalls, feed room and large feed floor; loft will store 40 tons of hay, equipped with track for hay fork; new Natco hollow tile silo, 10 by 40 feet connected with feed floor, new implement shed and carriagehouse, 20 by 60 feet; new hog pen 14x40 feet, with seven compartments; corn shed 14 by 100 feet; corn crib; potato house; meat house; coalhouse; wood house and two chicken houses; two fine wells of water-one located at kitchen door in porch, and the other at barn.

There are two large fertile garden plots; plenty of grapes for family use and 2,000 strawberry plants coming in bearing this spring; an apple orchard of 36 trees, well set in orchard grass; a pear orchard of 300 trees; 6 acres in timothy; 6 acres in alfalfa; 12 acres in sweet corn; 26 acres in wheat, and 12 acres in sod. The entire farm has been limed in the last four years and had heavy applications of barn yard and cow manure, and is in a good productive state of cultivation. There is plenty of good wood for farm use and some merchantable timber.

The location of this farmmakes it one of the most desirable in thecounty, being on a shell road only a half mile from Crumpton, with boat landing and large canning factory, churches and stores and a public school within 100 yards. The buildings are all in A-1 condition and all recently painted with two coats of oil and white lead; fences are all in good condition, most of them being new of American steel woven wire.

Terms of Sale:- One-third of the purchase money cash on the day of sale, the balance in two equal installments, payable in six or twelve months from day of sale, with interest fromthe day of sale; or all cash at the option of the purchaser, or other satisfactory arrangements may be made with the undersigned on the day of sale; the purchaser will be required to pay all taxes levied on said property for the year 1922, and will be entitled to all crops maturing after the day of sale; the costs of all title papers, including revenue stamps on deed; will be at the expense of the purchaser.

S. SCOTT BECK, Assignee.

N.B.--The above sale is made at my request and it is my hope that the farm will bring its full value, as it is one of the nicest places in Queen Anne's County.

Wm D. Boggs.

This is to certify and acknowledge to have received from Minnie H. Keating her check in the sum of One Thousand Dollars as a cash deposit on account of the purchase money for the "Boggs Farm" of One Hundred Acres, more or less, described in the advertisement of sales hereto annexed and sold this 18th day of April, 1922, to the said Minnie H. Keating by S. Scott Beck, Assignee of Mortgage, at and for the sum of Seventy Eight Hundred and Seventy Five Dollars. The said Minnie H. Keating is to comply with the terms of sale on the final ratification of the sale by the Circuit Court for Queen Anne's County, in Equity, to which said Court said sale is to be forthwith reported.

April 18, 1922.

S. Scott Beck, Assignee.

By John P. Ahern.

ORDERED, this 6th day of January, 1923, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing Sale, made and reported by S. Scott Beck, Assignee, 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.

The Assignee is allowed the usual commissions and expenses, not personal, when vouchers therefore are filed with the Auditor.

Lewin W. Wickes.

Filed March 21st, 1923.

ORDER OF COURT.

ORDERED, This 11th day of January, 1923, by the Circuit Court for Queen Anne's County, in Equity, upon the foregoing Petition and affidavits, that the Report of Sales and subsequent proceedings had thereon, be, and they are hereby directed to be corrected to show that the purchase price at which the property described in these proceedings, was sold at and for the sumof $7875.00 instead of $8875.00 as originally reported in these proceedings, and it is further ordered that S. Scott Beck, Assignee, be and he is hereby authorized, empowered and directed to deduct from the said original reported purchaseprice of $8875.00, the sum of $1000.00.

Filed March 21st, 1923. Lewin W. Wickes.

Auditor's Account and Report.

Filed March 24th, 1923.

S. Scott Beck,
Assignee.

vs.

William D. Boggs,
etal.

No. 2427.

In the Circuit Court for Queen Anne's County,

In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Upon the request of the Solicitor for the Plaintiff, Your Auditor, Madison Brown, has stated the within account in this case, crediting the estate with the proceeds of sale as reported, and charging it with the Assignee's commissions, his expenses, not personal, costs of suit and Auditor's fee.

The amount due under the mortgage from William D. Boggs and wife, to The Millington Bank of Maryland, including interest as well as taxes and insurance paid, as per statement filed, was $4580.20, but as this mortgage indebtedness was also secured by two Chattel Mortgages on certain personal property therein mentioned, which Mortgages were foreclosed under Chancery Proceedings entitled "S. Scott Beck, Assignee, vs. Wm. D. Boggs," being Cause No. 2428, whereunder a part of said debt was paid, the payment of $2101.39 made thereunder is credited, and the balance due under said Mortgage amounting to $2478.81, is nextallowed.

The remainder, amounting to $664.54 is distributed to William D. Boggs, Mortgagor.

Respectfully submitted,

March 23, 1923. Madison Brown, Auditor.

THE MORTGAGED REAL ESTATE OF WILLIAM D. BOGGS, ET AL.

Dr.

1922			
Apr. 18	To the Assignee's commissions,		$186.85
	To the Centreville Record, advertising sale and 2 Orders Nisi.	$72.25	
	" The Kent News, advertising sale.	36.00	
	" T. Frank Seward, Auctioneer.	25.00	
	" National Surety Company, premium on Bond	40.00	
	" Notary fee-Report of Sale and Mortgagee Statement.	.50	
	" Ratification Nisi on this account.	3.25	177.00
To the costs of suit:			
	To S. Scott Beck, Sol. for Plaintiff,	10.00	
	To J. Fletcher Rolph, Clerk.	20.00	30.00
To Madison Brown, Auditor, For stating this account.			9.00
			402.85
To The Millington Bank of Maryland, Mortgagee, To amount due under Mortgage from Wm. D. Boggs and wife to The Millington Bank of Maryland, including interest as well as taxes and insurance paid, as per statement filed		$4580.20	
Less credit received under Chancery Cause No. 2428, S. Scott Beck, Assignee, vs. Wm. D. Boggs.		2101.39	
		$2478.81	2478.81
To William D. Boggs, Mortgagor, The remainder.			664.54
			$3546.20

IN ACCOUNT WITH S. SCOTT BECK, ASSIGNEE.

		Cr.
1922		
Apr. 18	By the proceeds of sale as reported	$3546.20

March 23, 1923 Madison Brown, Auditor.

No objections filed to theabove audit. J. F. Rolph, Clerk.

NISI RATIFICATION OF AUDIT.

S. Scott Beck, Assignee.

vs.

William D.Boggs, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2427.

ORDERED, This 24th dayof March in the year nineteen hundredand twenty three, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of April 1923; provided a copy of this order be publishedonce a week in each of two successive weeks before the 17th day of April 1923 in some newspaper printedand published in Queen Anne's County.

Filed March 24th, 1923. J. F. Rolph, Clerk.

Certificate of Ratification of Audit.

Filed June 7th, 1923.

Nisi Ratification of Audit.

S. Scott Beck, Assignee vs. William D. Boggs, et al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2427.

ORDERED, This 24th day of March, in the year nineteen hundred and twenty-three that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of April, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of April, 1923 in some newspaper printed and published in Queen Anne's County.

J.F. Rhlph, Clerk.
True Copy--Test:
J.F. Rolph, Clerk.

Filed March 24th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., May 2nd, 1923.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in the case of Beck, Assignee, vs. Boggs et al a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of two successive weeks before the 17th day of April in the year 1923.

The Centreville Record Publishing Co.
By E. H. Brown, Jr.

Filed June 7th, 1923.

ORDERED, this 22nd day of June, 1923, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account of the Auditor be and thesame is hereby ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding Order Nisi, and the Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Lewin W. Wickes.

Queen Anne's County, towit: Be it remembered that on the 22nd day of March in the year nineteen hundred and twenty three, the following Order to Docket Suit was filed for record, to wit:

Oscar Clark,
Assignee,
vs.
Annie H. Turner,
Mortgagor.

In The Circuit Court
for
Queen Anne's County,
IN Equity.
Cause No.

To Mr. J. F. Rolph, Clerk of the Circuit Court for Queen Anne's County, in Equity:

Mr Clerk:

Docket the above entitled Cause on Your Chancery Docket, enter the appearance of J. H. C. Legg, as Solicitor for the Assignee, and make up and file in this Cause a certified copy of themortgage from Annie H. Turner to Charles Jarrell and Charles E. Stewart, bearing date the 27th day of October, in the year 1921, and recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber J.F.R. No. 7, folios 556 etc., and the Assignment thereon to Oscar Clark which said Assignment is recorded at the foot of the aforesaid Mortgage.

J. H. C. Legg,
Solicitor for Assignee (Oscar Clark.)

Filed March 22nd, 1923.

BOND

Filed April 14th, 1923.

KNOW ALL MEN BY THESE PRESENTS,

That we, Oscar Clark of Caroline County, in the State of Maryland, andthe American Surety Company of New York, in the full and just sum of Fifteen Hundred Dollars, current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, webind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of March, in the year, nineteen hundred and twenty three.

WHEREAS, Annie H. Turner, widow, by Mortgage dated the 27th day of October, 1921, duly executed, acknowledged and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J.F.R. No.7, folios 556., conveyed to Charles E. Stewartand Charles Jarrel, certain tracts of land in said mortgage mentioned anddescribed to secure the payment of the sum of Fifteen Hundred Dollarsand the interest thereon, which Mortgage was assigned to Oscar Clark on November 2nd, 1922 for collection, which said assignment is recorded at the foot of the aforesaid Mortgage in the aforesaid Liber J.F.R. No.7 folios 556 etc.,

AND WHEREAS, in the event of and default being made in any condition of the aforesaid mortgage or in the payment of the mortgage debt, or the interest thereon whendue, or the taxes on the mortgage property being not paid, power and authority was given to Charles Jarrell and Charles E. Stewart, their executors, administrators or assigns to sell the Mortgage premises.

AND WHEREAS, default has been made in the conditions of theaforesaid Mortgage by reason of the failure to pay the interest on the Mortgage debt and the taxes on the mortgage property, and the said Oscar Clark as the assignee of theaforesaid mortgage is about to execute the powers of sale contained in the aforesaid mortgage by selling the mortgaged real estate.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Oscar Clark, assignee, whall well and faithfully perform the trust reposed in him by the said power in said mortgage ahd shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgage property or the proceeds thereof, then the above obligation to obligation to be void, otherwise to be and remain in full force and effect.

Signed, sealed and delivered — Oscar Clark (SEAL)

in the presence of, — American Surety Company (SEAL)

J. H. C. Legg. — Corporate Seal's Place. — By Oscar Clark, its Attorney in fact. (SEAL)

On the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed April 14th, 1923.

Certified Copy of Mortgage,
Filed March 22nd, 1923.

Annie H. Turner
No. 8924.
To
Charles E. Stewart
Charles Jarrell.

Queen Anne's County, to wit: Be it remembered that on this second day of November, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twenty-seventh day of October, in the year nineteen hundred and twenty one, by Annie H. Turner, of Queen Anne's County in the State of Maryland, party of the first part, and Charles Jarrell and Charles E. Stewart, of Caroline County in the same state, parties of the second part. . . .

WHEREAS, the said Annie H. Turner is justly indebted unto the said parties of the second part in the full sum of fifetn hundred dollars, to be repaid at the expiration of two years from the twenty seventh day of October, in the year nineteen hundred and twenty one, interest thereon in the meanwhile to be paid at the rate of six per cuntum per annum semi-annually from the twenty seventh day of October, 1921; and whereas the said Annie H. Turner, in accordance with her agreement made said parties of the second part, desires to secure the payment of said sum of money and the said interest thereon to accrue and be paid.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sumof one dollar, the said Annie H. Turner does hereby grant and convey unto the said Charles Jarrell and Charles E. Stewart, their heirs and assigns forever, the following described lots or parcels of land, to wit:

Parcel No. 1. All that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Queen Anne in said County to Ruthsburg in said county, and called or known as "The Baxter Lot," adjoining the Home Farm of thelate T. Bedford Turner, the land of Joseph H. Richardson, Jr., and that of Leo Callahan, and containing twenty five acres of land, more or less, anddescribed by metes and bounds, courses and distances in the deed

to T. Bedford Turner from P.B. Hopper and others, dated October 7, 1880, and recorded in Liber J. W. No. 11, fols. 249 &c., a land record book of Queen Anne's County.

Parcel No. 2. All that lot or parcel of land called or known as "The Baynard Lot", situate in the Sixth Election District of Queen Anne's County, aforesaid, on the left of the above named public road, adjoining the lot above described, the said Home Farm of T. Bedford Turner and the land of Frank DeFord, and containing thirteen acres of land, more or less; being a part of the land of which Thomas Bedford, late of last named county, died seized and possessed in the year 1913. The two parcels of land above described are those two lots of land which the said T. Bedford Turner, by his last will and testament dated the 29th day of October, 1913, and now duly recorded among the will record books of Queen Anne's County, in Liber W.T.B. No. 1, fols. 116 and etc., devised unto the said Annie H. Turner, his wife, absolutely and in fee simple under the description of "three lots of land containing 25 to 30 acres, more or less, two known as "The Baxter Lots" and one known as "The Baynard Lot", the said testator calling them three lots because the road passing through the said Baxter Lot makes two lts of them.

Parcel No. 3. ALL that lot or parcel of land called or known as "Baggs-Turner Lot" situate in the Sixth Election District of Queen Anne's County aforesaid, adjoining the said Home Farm of Queen Anne's County, aforesaid, adjoining the said Home Farm of the late T. Bedford Turner and the land of Leo Callahan, and containing 13 acres, 3 roods and 12 perches of land, more or less, and being the same land granted unto the said Annie H. turner by John H. and Minnie L. Baggs by deed dated May 26, 1904, and recorded in Liber J.E.G. No. 6, fols. 313 &c., a land record book of said county.

Parcel No. 4. All her right, title, interest and estate in and to a lot of land called "The Thomas Lot" on the right side of the above named publIc road, adjoining the other land called "Thomas Land", also, and that Land of Leo Callahan and the said Baxter Lot, and containing three fourths of an acre of land more or less.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the building and improvements thereon erected and being.

AND it is hereby agreed that, in the event of a sale of theabove described property under the power of salehereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Annie H. Turner, her executors, administrators or assigns, shall well and trulypay to the saidparties of the second part, their executors, administrators or assigns, the aforesaid sum of fifteen hundred dollars when and as the same shall become due and payable as above set forth and also the interest hereinbefore mentioned when and as the same shall become due and payable, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until defualt be made in the premises the said Annie H. Turner, her heirs and assigns, shall possess said property.

AND the said Annie H. Turner, for herself, her heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Companyor Companies approved by the said parties of the second part, their executors, administrators or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising fromsaid policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or inany covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Charles Jarrell and Charles E. Steward, or either of them, or their successors, executors, administrators or assigns, or Madison Brown,of Queen Anne's County, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed andpublished in Queen Anne's County aforesaid, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said Annie H. Turner, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said parties of the second part, their executors, administrators, or assigns or Madison Brown, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costsof advertisement, court costs and all

expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Annie H. Turner covenants to pay.

In testimony whereof the said party of the first part does hereunto affix her name and sale day and year first herein written.

Test: C. M. Covey. Annie H. Turner (SEAL)

State of Maryland, Queen Anne's County, SCT:

I hereby certify that on this twenty-seventh day of October, in the year nineteen hundred and twenty one, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, aforesaid, personally appeared Annie H. Turner and she did acknowledge the aforegoing mortgage to be her act; and at the same time also personally appeared Charles Jarrell and Charles E. Steward, the within named mortgagees and did make oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

In testimony whereof I hereunto subscribe my name and affix my sale Notarial the day and year first herein written.

C. M. Covey Justice Notary Public. of the Peace.

Assignment received and recorded December 23rd, 1922.

For value received we hereby assign the within mortgage to Oscar Clark for collection.

As witness our hands and seals this 2nd day of November 1922.

Charles E. Steward (SEAL)

Test: James C. Sherwood. Charles Jarrell (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To Wit:

I HEREBY CERTIFY, That the aforegoing was truly and faithfully taken and copied fromLiber J. F. R. No. 7, folio 556 &c., one of the Mortgage Record Books for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and the seal of the Circuit Court for Queen Anne's County affix this 22 nd day of March, A.D., 1923.

J. F. Rolph, Clerk.
of the Circuit Court for
Queen Anne's County.

Report of Sale.

Filed April 17th, 1923.

Oscar Clark, Assignee,
vs.
Annie H. Turner,
Mortgagor.

In The Circuit Court for Queen Anne's County, in Equity.

Cause No. 2481.

To The Honorable, the Judges of said Court:

The report of Oscar Clark, Assignee, of the mortgage from Annie H. Turner, widow, to Charles E. Stewart and Charles Jarrell, dated October 27th, 1921, which said Mortgage has been assigned to Oscar Clark for collection, which said Mortgagd and the Assignment thereon are duly recorded in Liber J. F. R. No. 7, folios 556 etc., One of the Land Record Bookgs for Queen Anne's County, Mary and, and which said Mortgage contained a ppwer of sale authorizing the said Mortgagess, their executors, administrators or assigns in case of default in any of the covenants and conditions contained in the aforegoing Mortgage to make sale of the Mortgaged Property and premises, and default having been made in the non-payment of the interest, the taxes, due on the principal mortgage debt, and on the mortgaged psoperty, your assignee after giving Bon with security approved by the Clerk of this Court and filed with him prior to the day of sale, and after giving at least twenty days previous notice of the time, place, and manner and terms of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, a certified copy of said advertisement being herewith filed and prayed to be taken as a part of this Report of Sale, your Assignee did attend in person in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday the seventeenth day of April, 1923, between the hours of 2 and 4 o'clock P.M., to wit: at the hour of 3:45 p.m., and did then and there proceed to sell the real estate and property mentioned and described in the annexed advertisement herewith attached and asked to be taken as a part of this Report of Sale as fully as if the same were written out herein at length and sold the same as follows:

Your assignee offered in the first place the parcel described as Parcel No. 1 in the annexed advertisement as containing 25 acres of land,more or less, and the same was struck off to Samuel Briscoe, at and for the sum of$300.00, reserving the right to offer it with the others as a whole and sell in way it brought the most money.

Your assignee then offered Parcel No. 2 described in the annexed advertisement, as containing 13 acres of land moreor less and the same was struck off to Samuel Briscoe at and for the sum of $104.00, reserving the right to offer it with the others as a whole and sell in the way it brought the most money.

Your assignee then offered the Parcel No. 3 as described in the annexed advertisement, as containing 13 acres 3 roods and 12 perches of land more orless and the same was struck off to Harvey Rice, at and for the sum of $143.00, reserving the right to offer it with the others and sell in the way it brought the most money.

Your Assignee then offered the Tract described as Parcel No. 4 in the annexed advertisement as containing ¾ of an acre of land more or less and the same was struck off to Harvey Rice at and for the sum of $225.00, reserving the right to offer it with the others and sell in the way it brought the most money.

Your Assignee having received a bidof $772.00 for the four parcels or tracts of land when offered in separate parcels, now offered the four tracts or parcels as a whole and receiving therefor a bid of $1225.00, which was more than he had received when he offered them separately, your assignee sold the same as a whole to Charles E. Stewart and Charles Jarrell of Caroline County, Maryland, at and for the sum of $1225.00, they being the highest bidders therefor at and for the sum of $1225.00.

Your Assignee reports that the purchaserswill comply fully with the terms of sale upon the final ratification of the same by this Honorable Court.

All of which is respectfully submitted by

Oscar Clark,

Assignee.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 17th day of April, in the year 1923, before me the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Oscar Clark, Assignee, as hereinbefore setout and made oath in due form of law that the matters and things stated in the aforegoing Report of Sales are true to the best of his knowledge and belief, and that the sales herein reported were fairly and bona fide made.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County, in Equity.

Filed April 17th, 1923.

Advertisement of Sale.

Oscar Clark, Attorney.

ASSIGNEE'S SALE OF REAL ESTATE.

Under and by virtue of a power of sale contained ina mortgage from Annie H. Turner, widow, to Charles E. Stewart, and Charles Jarrell, dated the 27th day of October, 1921, which said mortgage has been assigned to Oscar Clark for collection; said mortgage and assignment being duly on record in Liber J. F. R., No. 7, folio 556, one of the Mortgage Record Books for Queen Anne's County, the undersigned, as assignee, willoffer and expose at public sale to the highest bidder in front of the Court House door inthe town of Centreville, Maryland on Tuesday, April 17, 1923, between the hours of two and four o'clock p.m., the following describedlots of parcels of land, to wit:

Parcel No. 1. All that lot or parcel of land situate, lying and being inthe Sixth Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Queen Anne in said county to Ruthsburg in said county, and called or known as "the Baxter Lot", adjoining the Home Farm of the late T. Bedford Turner, the land of Joseph H. Richardson, Jr., and that of Leo Callahan, and containing twenty-five acres of land, more or less, and described by metes and bounds, courses and distances in thedeed to T. Bedford Turner from P. B. Hopper and others, dated October 7, 1880, and recorded in Liber J. W. No. 11, folio 249, etc., a land record book of Queen Anne's County.

Parcel No. 2. All that lot or parcel of land called or known as "The Baynard Lot", situate in the Sixth Election District of Queen Anne's County aforesaid, on the left of the above named public road adjoining the lot above described, the said Home Farm of T. Bedford Turner and the land of Frank DeFord and containing thirteen acres of land, more or less, being a part of the land of which Thomas Bedford Turner, late of last named county, died, seized and possessed in the year 1913. The two parcels of land above described are those two lots of land which the said T. Bedford Turner, by his last will and testament dated 29th day of October, 1913, and now duly recorded among the Will Record books of Queen Anne's County, in Liber W. T. B. No. 1, folio 116 etc., devised unto the said Annie H. Turner, his wife, absolutely and in fee simple, under the description of "three lots of land containing 25 to 30 acres more or less, two known as "The Baxter Lots" and known as "The Baynard Lot," the said testator calling them three lots because the road passing through the said Baxter lot makes two lots of them.

Improvements on Tract No. 2, consist of a dwelling and barn in fair repair.

Parcel No. 3. All that lot or parcel of land called or known as "Baggs-Turner lot", situate in the Sixth Election District of Queen Anne's County aforesaid, adjoining the said Home Farm of the late T. Bedford Turner and the land of Leo Callahan, and containing 13 acres, 3 roods and 12 perches of land, more or less, and being the same land granted unto the said Annie H. Turner, by John H. and Minnie L. Baggs by deed dated May 26, 1904, and recorded in Liber J. E. G. No. 6, folio 313 etc., a land record book of said county.

Improvements on Tract No. 3, consist of a dwelling and barn in fair repair.

Parcel No. 4. All her right, title, interest and estate in and to a lot of land called "The Thomas Lot" on the right side of the above named public road, adjoining the other land called "Thomas land," also, and the land of Leo Callahan and the said Baxter lot, and containing three-fourths acres of land, more or less.

The tracts will first be offered separately and then as a whole and sold in the way the most money is realized.

Terms of Sale: One-third cash on day of sale, balance in six months. Deferred payment to bear interest and to be secured to the satisfaction of theundersigned. Title papers and revenue stamps at expense of purchaser.

Oscar Clark,
Assignee.
J. H. C. Legg,
Attorney for Assignee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., April 17, 1923.

The Centreville Observer Publishing Co., hereby certifies that the Assignee's sale of Real Estate in the caseof Oscar Clark, assignee vs. Annie H. Turner a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 17th day of April in the year 1923.

The Centreville Observer Publishing Co.

By W. J. Price, Jr.

N181.

Oscar Clark, assignee,

vs.

Annie H. Turner, Mortgagor.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2481.

ORDERED, This 17th day of April A.D. 1923, that the sale of the real estate made and reported in this cause by Oscar Clark, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd day of May next.

The Report states the amount of sales to be $1225.00.

Filed April 17th, 1923.

J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi.

Filed July 3rd, 1923.

Nisi.

Oscar Clark, assignee, vs. Annie H. Turner, Mortgagor.
In the Circuit Court for Queen Anne's County in Equity; Chancery No. 2481.

Ordered, This 17th day of April, A.D., 1923, that the sale of the real estate made and reported in this cause by Oscar Clark, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of June, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd day of May, next

The Report states the amount of sales to be $1225.00.

J. F. Rolph, Clerk.

True Copy: Test-

Filed April 17th, 1923. J. F. Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 3rd, 1923.

The Centreville Observer Publishing Co., hereby certifies that the Nisi in the case of Oscar Clark, assignee, vs. Annie H. Turner, Mortgagor a true copy of whichis hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland,once a week for four successive weeks before the 22nd day of May in the year 1923.

The Centreville Observer Publishing Co.

Filed July 3rd, 1923. By Chas. Walls.

Oscar Clark, assignee, in the Circuit Court

vs. for Queen Anne's County

Annie H. Turner, Mortgagor. in Equity.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, this 10th day of July, in the year nineteen hundred and twenty three, that the sales of the real estate made and reported in this Cause by the within named Oscar Clark, Assignee, as 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 heretofore passed in this Cause, and the assignee is allowed the commissions provided in the mortgage and such proper expenses as he shall produce vouchers therefor to the Auditor which are provided for in the Mortgage.

Thomas J. Keating.

Filed July 10th, 1923.

Report and Account of the Auditor.

Filed April 2nd, 1924.

In the Circuit Court for Queen Anne's County in Equity.

Oscar Clark, Assignee,	Chancery Docket.
versus	Cause No.
Annie H. Turner, mortgagor.	2481.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That in the within account, stated by him, the party making the sale reported in this cause, Oscar Clark, is charged with the gross proceeds of the sames made by him, and is then thereout allowed his commissions per rule of court and terms of mortgage, the costs of advertising the several notices of the cause, auctioneer's charges, taxes due by the mortgagor, and the court costs.
The balance remaining is not sufficient to pay the mortgage claim in full, and is awarded to the said assignee on account of his claim.

An account showing balance due on the mortgage claim after crediting the mortgage with the net proceeds of sales is appended to the account.

Respectfully submitted,

March 29, 1924. Madison Brown, Auditor.

The proceeds of the sales of the mortgaged realestate of Annie H. Turner, mortgagor, in account with Oscar Clark, assignee of the mortgagee, party making the sale in this cause mentioned.

Cr.

1923. April 17th	By gross proceeds of the mortgage sale, per trustee's report filed,		$1225.00

Dr.

" "	To Oscar Clark, vendor making sale, for trouble, commissions on sales of,	$80.50	
	To do., for the costs of advertising the sale and the order nisi thereon in Centreville Observer, per account exhibited,	45.00	
	To do., for amount paid Elmer Anthony for crying the sale reported, per his receipt,	10.00	
	Todo., for the costs of his bond herein with corporate surety thereon, to wit:	10.00	
	To do., for amount of the state and county taxes for year 1922, assessed against mortgagor, paid by mortgagee, per statement,	11.37	
	To do., for the court costs of this cause as follows:		
	Costs of the clerk: 18.75		
	Appearance fee of Oscar Clark, 10.00	28.75	
	To do., for the costs of advertising the order nisi to be passed as to this account and report,	3.00	
	To Madison Brown, auditor, for stating this account:	4.50	
	To Oscar Clark, assignee of the mortgage, in part payment of his mortgage claim, see statement filed, this balance which is not sufficient to pay the mortgage claim in full.	$1031.88	
		$1225.00	$1225.00

Statement of Mortgage Debt.

Amount of the mortgage debt on day of sale:	
per statement filed,	$1485.57
Credit as above,	1031.88
Balance due, with interest from April 17, 1923, day of sale,	453.19

March 29th, 1924. Madison Brown, Auditor.

Statement of Mortgage Debt.

Filed July 3rd, 1923.

Oscar Clark, Assignee,
vs.
Annie H. Turner.
Mortgagor.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY, CAUSE NO. 2481.

Statement of Mortgage Debt,

Oct. 27th, 1921. Amount of Mortgage Debt.	$1500.00
Oct. 27th, 1921. Credit by the sum of	200.00
	$1300.00
interest on the sum of $1300.00 from Oct. 27th, 1921 to April 17th, 1923, 1 year, 5 months and 20 days.	114.83
Mortgage Debt and Interest.	$1414.83
5% Attorney's Commissions.	70.74
	$1485.57

Mortgage Debt and Interest and commissions.

State of Maryland, Caroline County, to wit:

I hereby certify that on this 3rd day of July, in the year nineteen hundredand twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in andfor Caroline County, aforesaid, personally appeared Oscar Clark, Assignee in theabove entitled cause, and made oath in due form of law that there is due and owing on the Mortgage filed in this Cause the sumof Fourteen Hundred and Eighty Five Dollars and Fifty seven cents over and above all credits, as is shown by the above itemized statement of the Mortgage debt, interest and commissions as called for by the aforesaid Mortgage on file in this Cause.

Wm. S. Crouse,
Notary Public.

Notary Public
Seal.

Filed July 3rd, 1923.

Ordered, this 4th day of August in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor, be, and the same is hereby finally ratified and confirmed, no cause tothe contrary thereof having been shown although due notice appears to have been given as directed by the previous order nisi passed thereon, and the assignee making sale is directed to apply the proceeds accordingly with a due proportion of interest on sales as the same has been or may hereafter be received.

Thomas J. Keating.

Filed August 4th, 1924.

NISI RATIFICATION OF AUDIT.

Oscar Clark, assignee,

vs.

Annie H. Turner,

Mortgagor.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2481.

ORDERED, This 2nd day of April in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of April 1924; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of April 1924, in somenewspaper printed and published in Queen Anne's County.

B. Hackett Turner.
Clerk.

Filed April 2nd, 1924.

Queen Anne's County, to wit: Be it remembered that on the seventh day of April in the year nineteen hundred and twenty three, the following Order to Docket Suit was brought to be recorded, to wit:

H. B. W. Mitchell, Attorney named in Mortgage, vs. William F. Jackson, Sallie F. Jackson. Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. No.

You will docket suit as per the above titling and file certified copyof Mortgage from William F. Jackson and Sallie F. Jackson,his wife, to Glendora Nichols, Elizabeth Nichols and Mabel Nichols, dated the 26th day of December, 1919, and recorded in Liber J. F. R. No. 3 folio 547, a land record book for Queen Anne's County, and assignments thereof.

H. B. W. Mitchell.
Attorney named in Mortgage.

Filed Apr. 7th, 1923.

Certified Copy of Mortgage.
Filed April 7th, 1923.

No. 7495. QUEEN ANNE'S COUNTY, tO wit: be it remembered that, n the fifth day of January, in the year nineteenhundred and twenty, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty sixth day of December, in the year nineteen hundred and ninteen, by William F. Jackson and Sallie F. Jackson, his wife, of Caroline County, in the State of Maryland, but being at this time in Queen Anne's County for the purpose of executing this mortgage.

WHEREAS, the said William F. Jackson is indebted unto Glendora Nichols, Elizabeth Nichols and Mabel Nichols, of Anne Arundel County, in said State, in the full and just sum of twenty seven thousand dollars, in equal parts, that is to say: To each in the sum of nine thousand dollars, which said sum of twenty seven thousand dollars the said Glendora Nichols, Elizabeth Nichols and Mabel Nichols have loaned andadvanced in equal parts unto said William F. Jackson for the purpose of completing the payment of the purchase money for the farm and tract of land purchased at public sale by said Jackson on the seventeenth day of June, nineteen hundred and nineteen, from Elizabeth Nichols and Henry B. W. Mitchell, executors of the last will and testament of Alpheus W. Nichols, late of Queen Anne's County, deceased, situate in the sixth election district of Queen Anne's County, Maryland, on the right hand side of the public road leading from Ruthsburg to Crouse's Mill, and being the same farm and tract ofland hereinafter described and mortgaged, which said sum of twenty seven thousand dollars loaned and advanced as aforesaid by said Glendora, Elizabeth and Mabel Nichols in equal parts unto said William F. Jackson has been wholly applied by said Jackson to the completion of the payment of said purchase money for said farm and tract of land, which said sum of twenty seven thousand dollars loaned and advanced by said Glendora, Elizabeth and Mabel Nichols unto said Willaim F. Jackson as aforesaid is to bear interest at the rate of six per centum per annum from December the eighth, nineteen hundred and nineteen, and interest is to be due and is to be paid on said sum of twenty seven thousand dollars on the eighth day of February, inthe year nineteen hundred and twenty, and semi-annually thereafter on the eighth day of August, and the eighth day of February, in each and every year during the existence of this mortgage and until the said principal sum of twenty seven thousand dollars is paid, which said principal sum of twenty seven thousand dollars, together with all accrued interest thereon, is to be paid at the expiration of three years from the eighth day of December, nineteen hundred and nineteen, and there was an express condition precedent to the aforesaid loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH: that for and in consideration of the premises and the aforesaid sum of twenty seven thousand dollars, the said William F. Jackson and Sallie F. Jackson, his wife, do hereby grant and convey unto the said Glendora Nichols, Elizabeth Nichols and Mabel Nichols, in equal moieties, all thattract and parcel of land or farm situate, lying and being in the sixth election district of Queen Anne's County aforesaid, whereon Alpheus W, Nichols resided at the time of his death, on the right hand side of the public road leading from Ruthsburg to Crouse's Mill, adjoining

the land of Emma E. L. Cahall, the land of Howard A. Emory formerly of Frances A. Jump, and the land of the devisees of the late Francis W. Neavitt, and containing two hundred and ninety eight acres of land, more or less, being the same land which was devised unto the said Alpheus W. Nichols by Elizabeth A. Turner, late of Dorchester County, State of Maryland, deceased, by her last will and testament bearing date the twenty sixth day of March, nineteen hundred and eight, a certified copy of said last will and testament and probate thereof being recorded in Liber W. T. B. No. 1, fol. 146 etc., a will record book for Queen Anne's County aforesaid, and being the same land as that conveyed unto the said William F. Jackson by Elizabeth Nichols and Henry B. W. Mitchell, executors of the last will and testament of Alpheus W. Nichols, late of Queen Anne's County, deceased, by deed dated December the twenty sixth, nineteen hundred and nineteen and to be recorded among the land record books for Queen Anne's County immediately preceding this mortgage.

TOGETHER with all rights, roads, ways, privileges and advantages, thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said William F. Jackson, his heirs, executors, administrators or assigns shall well and truly pay to the said Glendora Nichols, Elizabeth Nichols and Mabel Nichols, their respective executors, administrators or assigns the aforesaid sum of twenty seven thousand dollars, together with interest on said amount at the rate of six per cent per annum on the eighth day of February, nineteen hundred and twenty, and semi-annually thereafter, at the expiration of 3 years from December, nineteen hundred and nineteen thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be perform, then this mortgage shall be void; and until default be made in the premises the said William F. Jackson, his heirs and assigns shall possess said property.

AND the said William F. Jackson for himself, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in thecollection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof in some Company or Companies, approved by the said Glendora Nichols, Elizabeth Nichols and Mabel Nichols, their executors, administrators or assigne, and to havethe said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Glendora Nichols, Elizabeth Nichols and Mabel Nichols or either of them, their or either of their executors, administrators or assigne, or H. B. W. Mitchell, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and publishedin Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest fromday of sale, and to be secured by the person making the sale, the credit payments, if any, to bear interest fromday of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to theperson making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to William F. Jackson or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Glendora Nichols, Elizabeth Nichols or Mabel Nichols, their or either of their administrators or assigns, or H. B. W. Mitchell, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by

the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said William F. Jackson for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

William F. Jackson (SEAL)
Witness: J. McK. Tilghman. Sallie F. Jackson. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this fifth dayof January, in the year nineteenhundred and twenty, before me, the subscriber, a Justice of the Peace ofthe State of Maryland, in and for Queen Anne's County, personally appeared William F. Jackson and Sallie F. Jackson, his wife, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed, and at the same time also personally appeared before me, H. B. W. Mitchell, the agent for Glendora Nichols, Elizabeth Nichols and Mabel Nichols, the within named mortgagees, and made oath that the consideration stated in thewithin and aforegoing mortgage was true and bona fide as therein set forth and at the same time also made oath that he was the agent of said mortgagees, Glendora Nichols, Elizabeth Nichols and Mabel Nichols, and duly authorized to make these affidavits.

J. McK. Tilghman.
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the sixth day of March, in the year 1923, the following assignments were brought to be recorded, to wit:

For value received, we and each of us do hereby transfer and assign the within and aforegoingmortgage to H. B. W. Mitchell as security to a note from us to said Mitchell for four thousand dollars dated February 11th, 1920, and payable six months fromits date at the Queen Anne's National Bank of Centreville, andall renewals thereof. Witness our hands and seals this 10th day of February, nineteen hundred and twenty.

Witness: Ida B. Nichols. Glendora Nichols. (SEAL)
Elizabeth Nichols. (SEAL)
Mabel Nichols. (SEAL)

For value received, I hereby transfer and assign the aforegoing mortgage to the Queen Anne's National Bank of Centreville to the extent of the aforegoing assignment of said mortgage to me by Glendora, Elizabeth and Mabel Nichols, I,having endorsed and transferred the note for $4000.00 dated Feb. 11th, 1920 payable to me at said Bank six months from its date, and mentioned in the aforegoing assignment of said mortgage to me.

Witness my hand and seal this 10th day of February, 1920.

Witness: J. Lemuel Roberts. H. B. W. Mitchell (SEAL)

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken andcopied from Liber J. F. R. No. 3, folio 547 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my nameand affix the seal of the Circuit Court for Queen Anne's County, in Equity, this seventh day of April, in the year nineteen hundred and twenty three.

J. F. Rolph, Clerk.

BOND.

Filed April 7th, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, in the State of Maryland, as principal and Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, of Anne Arundel County, in said State, as sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of thirty thousand dollars current money, to be paid to the said State or its certain attorney. To which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, Sealed with our seals and dated this twentieth day of March, nineteen hundred and twenty three.

WHEREAS, the said H. B. W. Mitchell, the attorney named in the hereinafter mentioned mortgage to make sale of the land and premises in said mortgage described in case of default occurring in any of the terms or conditions of said mortgage, default having occurred in the terms and conditions of said mortgage, is about to execute thepower of sale contained in the mortgage from William F. Jackson and Sallie F. Jackson, his wife, to Glendora Nichols, Elizabeth Nichols and Mabel Nichols, dated the 26th day of December, 1919, and recorded in Liber J. F. R. No. 3, folio 547, a land record book for Queen Anne's County, and assigned by mesne assignments, to the extent of four thousand dollars of said mortgage, together with interest on said sum of four thousand dollars, unto The Queen Anne's National Bank of Centreville.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, the said H. B. W. Mitchell, do and shall abide by and perform any order or decree of any court of equity in relation to the mortgaged property or the proceeds arising therefrom then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness as to H. B. W. Mitchell:

H. B. W. Mitchell (SEAL)

A. Howard Johnson,
Witness as to Glendora Nichols,
Elizabeth Nichols and Mabel C.
Nichols:

Glendora Nichols (SEAL)

Ida B. Nichols.

Corporate
Seal's
Place.

Elizabeth Nichols (SEAL)

Mabel C. Nichols. (SEAL)

On the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed April 7th, 1923.

Report of Sale.

Filed April 10th, 1923.

H. B. W. Mitchell,
Attorney named in Mortgage,

vs.

William F. Jackson,
Sallie F. Jackson, his
wife,
Mortgagors.

In the Circuit Court

for

Queen Anne's County,

in Equity. No. 2482.

To the Honorable, the Judges of said Court:-

The Report of H. B. W. Mitchell, the attorney named in the mortgage from William F. Jackson and Sallie F. Jackson, his wife, to Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, dated the 26th day of December, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 3, folio 547 &c., a land record book for Queen Anne's County and assigned by mesne assignments unto The Queen Anne's National Bank of Centreville as collateral security to a promissory note to said H. B. W. Mitchell, dated February 11th, 1920, for four thousand dollars, payable six months from its date, and by said H. B. W. Mitchell endorsed and transferred to said bank, and all renewals thereof, a certified copy of which said mortgage and the assignments thereof being filed in the above proceedings, to your Honors respectfully shows:

That under and by virtue of thepower of sale contained in the aforesaid mortgage, default having been made in the payment of the principal mortgage debt, interest thereon, State and County taxes levied on the mortgaged property and the premium on insurance on said property, in and by said mortgage covenanted to be paid, the said H. B. W. Mitchell the attorney named in said mortgage as aforesaid, to make sale of the property in said mortgage described in case of default occurring in any of the terms or conditions of said mortgage, after having first given notice of the time, place, manner and terms of sale by advertisement in The Centreville Record, a newspaper printed andpublished in Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, and by advertisement in The Caroline Sun, The Baltimore Sun and Baltimore American, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and perform anyorder or decree of any Court of Equity in relation to said mortgaged property or the proceeds arising from the sale thereof, did, pursuant to said notice and advertisement, attend in front of the Court House door in Centreville, Queen Anne's County, Maryland,

on Tuesday, April 10th, 1923, at the hour of 1:30 o'clock p.m., and did then and there proceed to sell the land and premises described in said mortgage by public auction, in the following manner, that is to say:

After the Auctioneer, at the direction of said H. B. W. Mitchell, attorney, had read the advertisement of sale, said H. B. W. Mitchell, attorney named in mortgage as aforesaid, announced that state and County taxes assessed against said property prior to the year nineteen hundred and twenty three, and remaining unpaid, would be paid out of the proceeds of sale; that the wheat crop of from seventy five to eighty acres now pitched, planted and growing upon the land mentioned in said mortgage would pass with said property to the purchaser thereof, and that the purchaserof said property would be entitled to the possession thereof upon the final ratification by this Court of the sale thereof herein reported.

The said H. B. W. Mitchell, the attorney named in the aforesaidmortgage, then proceeded to sell by public auction the property mentioned in said mortgage, consisting of all that farm or tract of land whereon the said William F. Jackson now resides, known as "Cherry Grove" or "The Alpheus W. Nichols Farm", situated in The Sixth Election District of Queen Anne's County aforesaid, on the public road leading from Ruthsburg to Crouse's Mill, adjoining the land ofthe devisees of the late F. W. Neavitt, deceased, the land of Howard A. Emoty, formerly of Frances A. Jump, and the land of Mrs. Emma L. Cahall, containing two hundred and ninety eight acres of land, more or less, and being thesame farm and tract of land as that conveyed unto the said William F. Jackson by Elizabeth Nichols and Henry B. W. Mitchell, executors of the last will and testament by Alpheus W. Nichols, late of Queen Anne's County, deceased, by deed bearing date the 26th day of December, 1919, and recorded in Liber J. F. R. No. 3, folio 544,545 and 546, a land record book for Queen Anne's County, and sold the same to Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, they being then and there the highest bidders therefor, at and for the sum of fifty four dollars per acre, aggregating for the whole tract of land or farm the sum of sixteen thousand and ninety two dollars ($16,092.00). No compliance with the terms of sals has yet been made but your said attorney feels sure that this will be satisfactorily done.

H. B. W. Mitchell,
Attorney named in Mortgage.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this tenth day of April, in the year nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared H. B. W. Mitchell, the attorney named in the aforegoing Report of Sale, and being the attorney named in the mortgage mentioned in said Report of Sale, and made oath that thematters and things stated in the aforegoing Report of Sale were true as therein stated to the best of his knowledge and belief, and that the sale was fairly made.

J. F. Rolph,
Clerk of the Circuit Court for Queen
Anne's County, Maryland.

Centreville, Md., April 10th, 1923.

I, J. Elmer Anthony, do hereby certify that, acting as Auctioneer to sell the farm or tract of land known as "Cherry Grove" or "The Alpheus W. Nichols Farm", I did on this 10th day of April, 1923, sell said farm or tract of land, situated on the public road leading from Ruthsburg to Crouse's Mill, containing 298 acres of land, more or less, for H. B. W. Mitchell, theattorney named in the mortgage, and sold said farm or tract of land at public auction to Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, they being then and there the highest bidders therefor, at and for the sum of fifty four dollars per acre, aggregating for the whole tract ofland or farm, the sum of Sixteen Thousand and Ninety Two Dollars ($16,092.00).

J. Elmer Anthony.
Auctioneer.

Certificate of Publication of Advertisement.

Filed April 10th, 1923.

Attorney's Mortgagees' Sale of Valuable Farm.

Under and by virtue of the power of sale contained in the mortgage from William F. Jackson and Sallie F. Jackson, his wife, to Glendora Nichols, Elizabeth Nichols and Mabel Nichols, dated December 26th, 1919, and recorded in Liber J. F. R., No.3, folio 547, a land record book for Queen Anne's County, and by mesne assignments assigned in part unto the Queen Anne's National Bank of Centreville, default having occurred in the terms and conditions of said mortgage, the undersigned, the attorney named in said mortgage to make sale of the land and premises therein described in case of default occurring in any of the terms or conditions of said mortgage, will sell at public sale, in front of the Court House door, in Centreville, Maryland, on Tuesday, April 10th, 1923, at 1:30 o'clock p.m., all that farm or tract of land whereon the said William F, Jackson now resides, known as "Cherry Grove," otherwise known as the Alpheus W. Nichols farm, situated in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Ruthsburg to Crouses Mill, adjoining the devisees of the late F. W. Neavitt, deceased, the land of Howard A. Emory, formerly of Francis A. Jump, and the land of Mrs. Emma E. Li Cahall, containing 298 acres of land more or less, and being the same farm and tract of land as that conveyed unto the said William F. Jackson by Elizabeth Nichols and Henry B.W. Mitchell, executors of the last will and testament of Alpheus W. Nichols, late of Queen Anne's County, deceased, by deed bearing date the 26th day of December, 1919, and recorded among the land record books for Queen Anne's County in Liber J. F. R. No. 3, folio 546.

The improvements consist of a large, modern frame dwelling house and tenant house, both in good repair, large stable, granary, carriage house with loft above, cattle shed with loft above, meat house and poultry houses; dwelling house contains modern bath room which is supplied with water by wind mill on the farm, which also supplieswater for the stock.

This farm is nearly all in cultivation but has sufficient wood for the use of the farm and has some white oak timber; is cultivated under the five-field system and has lawn or lot of about 5 acres in front of the house-between the house and the public road. The land is clay sub-soil, well drained, is adapted to wheat, corn, sugar corn, tomatoes, hay, etc., and is very productive.

This farm land is in a high state of cultivation and the sale of this property affords an exceptional opportunity to acquire a desirable home and profitable farm to cultivate or to obtain a desirable investment.

Terms of Sale--In accordance with the agreement contained in the aforesaid mortgage, all annual crops, pitched, planted or growing, upon said property at the time of sale pass to the purchaser of said property. This includes the present growing wheat crop of about 75 or 80 acres of said farm, which will pass with said farmto the purchaser thereof under this sale, and the purchaser will get the possession of said farm upon fully complying with the terms of sale and upon thefinal ratification of said sale by the Court. One-fourth of the purchase money payable on the day of sale or upon the ratification of the sale, with interest, and thebalance in three equal installments of six, twelve and eighteen months, or all cash upon the final ratification of the sale, at the option of the purchaser. A cash payment of $3000.00 will be required at the timeof sale. All deferred payments to bear interest from the day of sale andto be secured by the notes of the purchaser with sureties to the satisfaction of the undersigned. All taxes for the year 1923 to be paid by the purchaser.

H. B. W. Mitchell.
Attorney named in Mortgage.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., April 9th, 1923.

The Centreville Record Publishing Co., hereby certifies that the Mortgagee's sale of valuable farm in the case of William F, Jackson and Sallie F. Jackson a truecopy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 10th day of April in theyear 1923.

The Centreville Record Publishing Co.

By M. Elise Porter.

Filed April 10th, 1923. NISI.

H. B. W. Mitchell, attorney named in Mortgage,

vs.

William F. Jackson,
Sallie F. Jackson, his wife.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2481.

ORDERED, This 10th day of April, A.D., 1923, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 16th day of May next.

The Report states the amount of sales to be $16,092.00.

Filed April 10th, 1923. J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi.

Filed June 18th, 1923.

H. B. W. Mitchell, Attorney named in Mortgage, vs. William F. Jackson, Sallie F. Jackson, his wife, Mortgagers, in the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2481.

Ordered, this 10th day of April, A.D., 1923, that thesale of the real estate made and reported in this cause by H. B. W. Mitchell, attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of June,next; provided a copy of this order be inserted insome newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 16th dayof May, next.

The Report states the amount of sales to be $16,092.00.

J. F. Rolph, Clerk.

True Copy-Test:-

Filed April 10th, 1923. J. F. Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 18, 1923.

The Centreville Observer Publishing Co., hereby certifies that the nisi in the case of H. B.W. Mitchell, atty, named in mortgage, vs. Wm. F. Jackson et al, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 16th day of May in the year 1923.

The Centreville Observer Publishing Co.

By S. Chas. Walls.

Filed June 18th, 1923.

ORDERED, this 18th day of June, nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made by H. B. W. Mitchell, Attorney named in mortgage, and reported by him in the aforegoing report of sale in the case of H. B. W. Mitchell, Attorney named in mortgage, vs. William F. Jackson and Sallie F. Jackson, his wife, Mortgagors, said case being No. 2482 in the Circuit Court for Queen Anne's County, in Equity, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi, The said attorney named in mortgage is allowed the commissions provided by said mortgage and all expenses not personal upon producing proper vouchers therefor before the Auditor.

Filed June 18th, 1923. Thomas J. Keating.

Statement of Mortgage Debt.
Filed April 10th, 1923.

Glendora Nichols, Elizabeth Nichols and Mabel Nichols, Mortgagees, vs. William F. Jackson, Sallie F. Jackson, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity, No. 2482.

STATEMENT OF MORTGAGE DEBT.

Principal mortgage indebtedness due under above described mortgage, dated Dec. 26th, 1919,	$27,000.00
	1,982.50
	$28,982.50
5% Attorney's commissions to H. B. W. Mitchell, the Attorney named in said Mortgage to sell in case of default and with whom said mortgage has been placed for collection,	1,449.13
	$30,431.63

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 10th day of April, 1923, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Glendora Nichols and Elizabeth Nichols and made oath that the aforegoing statement of mortgage debt was true as therein stated.

J. F. Rolph,
Clerkof the Circuit Court for
Queen Anne's County.

Filed April 10th, 1923.

Petition and Order of Court.

Filed June 28th, 1923.

H. B. W. Mitchell, Attorney named in Mortgage, vs. William F. Jackson and Sallie F. Jackson, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. No. 2428.

To the Honorable, the Judges of said Court:

The petition of Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, to your Honors, respectfully sets forth:

1. That on the 10th day of April, 1923, your petitioners became the purchasers of the mortgaged premises mentioned in the proceedings inthe above cause which were sold under the power of sale contained in the mortgage from William F. Jackson and Sallie F. Jackson, his wife, to your petitioners, dated the 26th day of December,

1919, and recorded in Liber J. F. R. No. 3, folio 547, a land record book for Queen Anne's County, a certified copy of said mortgage being filed in the proceedings in this cause, said sale having been made by H. B. W. Mitchell, the attorney named in said mortgage to make sale of the land and premises in said mortgage mentioned and described in the event of default occurring in any of the terms, conditions or agreements in said mortgage contained, after default had occurred in said terms, conditions and agreements.

2. That said sale was duly reported to and finally ratified andcconfirmed by this Honorable Court.

3. That William F. Jackson and Sallie F. Jackson, his wife, the defendants in the above cause, continued to remain upon the said property, and are still in possession thereof, and refuse to give up the same, although possession has been demanded of them by your petitioners on several occasions.

Your petitioners therefore pray that an order may be passed by this Honorable Court requiring the said defendants, William F. Jackson and Sallie F. Jackson, his wife, to give and deliver up to your petitioners full possession of the mortgaged land and premises mentioned in the proceedings in the said cause, and sold under and by virtue of thepower of sale contained in the above mentioned mortgage to your petitioners.

And as in duty bound, etc.,

H. B. W. Mitchell,
Solicitor for Petitioners.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 25th day of June, 1923, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell the attorney for Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, the petitioners in the aforegoing petition, and made oath that the matters and things stated in the aforegoing petition are true as therein set forth to the best of his knowledge and belief.

J. F. Rolph,
Clerkof the Circuit
Court for Queen
Anne's County.

ORDERED, this 28th day of June, 1923, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing petition and affidavit, that William F. Jackson and Sallie F. Jackson, his wife, the above named defendants, on being served with a certified copy of this order, forthwith deliver up to the said Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols the mortgaged land and premises mentioned and described in the proceedings in this cause, and sold by H. B. W. Mitchell, Attorney named in mortgage, to the said Glendora Nichols, Elizabeth Nichols and Mabel C. Nichols, under the power of sale contained in the mortgage mentioned and described in the aforegoing petition; unless good cause to the contrary be shown by the said defendants, on or before the 28th day of July next. The sheriff of Queen Anne's County is directed to serve on the defendants a copy of this order on or before the 2nd day of July next.

Filed June 28th, 1923. Thomas J. Keating.

Report and Account of the Auditor.

Filed August 4th, 1923.

in the Circuit Court for Queen Anne's County in Equity.

H. B. W. Mitchell, Attorney named in mortgage,	Chancery
versus	No.
William F. Jackson, et al., mortgagors.	2482.

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That it appears from the proceedings of this cause that the sale of the mortgage real estate did not produce enough to pay the mortgage claim in full.

That a part of the mortgage debt was held by the Queen Anne's National Bank of Centreville as security for a note of the mortgagees and that this note was paid by the party making the sale after the sale.

That the remainder of the mortgage debt was held at time of sale by the original mortgagees, who had placed the mortgage in conjunction with the said bank in the hands of H. B. W. Mitchell, attorney at law, for collection.

That in the within account theparty making the sale is charged with the gross sale made by him, and is then thereout allowed his commissions for making the sale, per the terms of the mortgage, the costs incident to the sale, taxes and insurance paid or obtained by the mortgagees, and fee of the auditor.

That after these allowances the balance is distributed among the mortgagees and the assignee of the mortgagees (the said bank), the commissions of collection due the attorney of collection being deducted from the net shares due the original mortgagees.

Respectfully submitted,

Aug. 2, 1923. Madison Brown, Auditor.

The proceeds of the sale of the mortgaged real estate of William F. Jackson, mortgagor, in account with H. B. W. Mitchell, Attorney named in mortgage, party making the mortgage sale.

Cr.

1923. April 10 By gross proceeds of the sale, per report,		$16092.00

Dr.

To H. B. W. Mitchell, party making sale, for his commissions, per terms of mortgage, the sum of,		$688.68
To do., for the court costs of this cause as per statement of clerk appears:		
Costsof J. F. Rolph, clerk,	$19.25	
Appearance fee of H. B. W. Mitchell for instituting above cause,	10.00	29.25
To do., for costs of advertising notice of sale in		
Centreville Record, pet bill,	71.01	
Baltimore American, " "	1.54	
Baltimore Sun, per receipted bill,	3.50	
Caroline Sun, pet bill,	24.00	100.05
To do., for the costs of advertising the order nisi heretofore passed as to sale	5.00	
and the order nisi to be passed as to this account,	3.00	8.00
To do., for the amount paid J. Elmer Anthony for crying sale reported, per his receipt.		15.00

To do., for the amount of state and county taxes on mortgaged property paid by him for year 1921, (being balance)per receipt		67.74	
for year 1922, (per receipted statement),		237.08	
To do., for the amount of costs of fire insurance obtained by mortgagees on mortgaged property per statement exhibited,		88.20	
To Madison Brown, auditor, for stating this account,		9.00	
To balance carried forward, to wit:		$14849.00	
		$16092.00	$16092.00

Dr.

By balance brought forward, to wit:			$14849.00

Cr.

Distribution of net sale among mortgagees:

To H. B. W. Mitchell, assignee of The Queen Anne's National Bank of Centreville of note given by mortgagees in renewal of note given by mortgagees to said bank secured by assignment of the mortgage mentioned in these proceedings, for amount paid by him to said bank in settlement of said note of renewal, the sum of,		$3990.00	
To Glendora Nichols, Elizabeth Nichols, and Mabel Nichols, mortgagees, remainder of net sale, tobe distributed by them as follows:			
To H. B. W. Mitchell, attorney for collection of tholw mortgage, for his commissions on whole net sale,	$742.45		
To Glendora Nichols,	3372.18		
To Elizabeth Nichols,	3372.18		
To Mabel Nichols,	3372.19		
	$10859.00		
the total sum of		$10859.00	
		$14849.00	$14849.00

Aug. 2, 1923. Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell, attorney named in mortgage,

vs.

William F. Jackson, and wife,

Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

IN EQUITY

CASE NO. 2482.

ORDERED, This third day of August in the year nineteen hundred and twenty three, that the Report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of August 1923; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of August 1923, in some newspaper printed and published in Queen Anne's County.

Filed August 3rd, 1923. J. F. Rolph, Clerk.

Certificate Ratification Nisi of Audit.

Filed Aug. 29th, 1923.

H. B. W. Mitchell, Attorney named in mortgage, vs. William F. Jackson and wife.

Ordered, This third day of August, in the year 1923, that the Report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of August, 1923; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of August, 1923, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

Filed August 3rd, 1923.

THE CENTREVILLE RECORD.

Centreville, Md.

The Centreville Record Publishing Co., hereby certifies that the Nisi Ratification of Audit in the case of H. B. W. Mitchell vs. Wm. F. Jackson and wife, a true copyof which is hereto annexed, was inserted in The Centreville Record, a weeklynewspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks befome the 28th day of August in the year 1923.

The Centreville Record Publishing Co.

By W. F. Reed.

Final Order of Ratificationof Audit.

ORDERED, THIS 29th day of August, nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing statement and account of the Auditor be, and the same are hereby, ratified and confirmed, no cause to the contrary thereof having been shwon although due notice appears to have been given as required by the preceding order of ratification nisi, and the attorney named in the mortgage is hereby directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Thomas J. Keating.

Filed August 30th, 1923.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of Feb., in the year nineteen hundred and twenty three, the following Order to Docket Suit was brought to be recorded, to wit:

Thomas C. Frame, Jr, assignee,	IN THE CIRCUIT COURT
vs.	FOR
Roland C. Hurlock,	QUEEN ANNE'S COUNTY,
Mary C. Hurlock, Mortgagors.	IN EQUITY.

To J. F. Rolph, Clerk of the Circuit Court for Queen Anne's County.

Mr. Clerk:-

You will docket suit as per the above titling, upon your Chancery Docket; file among the papers a Certified Copy of the mortgage from Roland C. Hurlock and Mary C. Hurlock to William Walter Walls, dated December 22nd, 1921, and recorded in Liber J. F. R. No. 8, folios 123, etc., a land record book for Queen Anne's County, Maryland, and the assignment of said mortgage from William Walter Walls to Thomas C. Frame, Jr.

You will also enter the appearance of John Palmer Smith, as attorney for the Plaintiff.

Thomas C. Frame, Jr.
Assignee.

John Palmer Smith
Solicitor for Thomas C. Frame, Jr., Assignee.

Centreville, Md.
Feb. 14th, 1923.

Certified Copy of Mortgage.

Filed Feb. 14th, 1923.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of December, in the year nineteenhundred and twenty one, thefollowing Mortgage and Assignment was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty second day of December, in the year one thousand nine hundred and twenty one, by Roland C. Hurlock and Mary C. Hurlock, his wife, of West Dover Hundred, Kent County and State of Delaware.

WHEREAS the said Roland C. Hurlock and Mary C. Hurlock are justly indebted unto William Walter Walls of First election district, Queen Anne's County, State of Maryland, in the full and just sum of twenty five hundred dollars ($2500.00) and have drawn and passed to the said William Walter Walls their bond or writing obligatory bearing even date herewith in the penal sum of five thousand dollars, conditioned for the payment of the sum of twenty five hundred dollars on or before the twenty second day of December, A.D., nineteen hundred and twenty two (1922) together with the interest at six per centum per annum, payable semi-annually in the meantime;

AND whereas for the purpose of securing the prompt payment of the aforesaid bond or writing obligatory at the time therein limited for the payment of the same according to the tenor and effect thereof, the said Roland C. Hurlock and Mary C. Hurlock, his wife, are willing and do hereby execute these presents:

AND whereas the execution of these presents was a condition precedent to the execution and delivery of the aforesaid bond or writing obligatory.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said Roland C. Hurlock and Mary C. Hurlock, his wife, hereby grant and convey unto the said William Walter Walls, his heirs and assigns, all that farm, tract or parcel of land called Yorkshire, Newnam, Harris Ramble or by whatsoever

name the same may be called, commonly known as the Walter Rolph farm, situated in the first election district of Queen Anne's County, in the State of Maryland, on the public road from Duhamel's Corner to Carson's Corner adjoining the lands of Joseph Cummins and others, and containing one hundred and fourteen acres of land, more or less, and being the same lands which are mentioned and described in the deed from William Walter Walls and wife, the said Roland C. Hurlock and Mary C. Hurlock, his wife, and bearing date the 22nd day of December, 1921, and recorded among the land records of Queen Anne's County in Liber No. folio etc.,

The improvements thereon being a large frame dwelling house, stables, barns shed, granary, garage, poultry houses and other out buildings. This mortgage being now executed and delivered to secure a part of the purchase money therefor and to be the first lien on said lands and premises.

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

TO HAVE AND TO HOLD the aforesaid parcel of land and premises unto and to the proper use and benefit of the said William Walter Walls, his heirs and assigns forever.

Provided that if the said Roland C. Hurlock and Mary C. Hurlock, their heirs, personal representatives or assigns, shall pay to the said William Walter Walls, his heirs, personal representatives or assigns, the aforesaid debt or sum of twenty five hundred dollars, with interest thereon, semi-annually in the meantime as aforesaid when and as the same shall become due and payable and shall perform all the covenants herein on his, her or their part to be performed, then this mortgage shall be void; And it is agreed that until default be made in the premises, the said Roland C. Hurlock and Mary C. Hurlock, his wife, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debt and charges of every kind levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt, and interest the said Roland C. Hurlock and Mary C. Hurlock, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable, but if default be made in the payment of said money or the interest thereon to accrue or in any part or either of them at the time limited for the payment of the same or in any covenant, agreement or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said William Walter Walls, his heirs, personal representatives and assigns, or Thomas C. Frame, Jr. Esq., their attorney or agent at any time after such default to sell the property hereby mortgaged or so much thereas as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, and which sale shall be made in the manner following, to wit: Upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County aforesaid and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed to trustees for making sale of property by virtue of a decree of Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns, under this mortgage whether the same shall have matured or not, and the surplus, if any there be shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Roland C. Hurlock and Mary C. Hurlock, his wife, for themselves, their heirs, presonal representatives and assigns do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged lands and premises to a reasonable amount andto cause the policy or policies or other evidence of such insurance to be effected thereon so framed and endorsed as in case of fire to insure to the benefit of the said mortgagee, his personal representatives and assigns, to the amount of the lien or claim thereunder.

Witness the hands and seals of the said Mortgagors.

Roland C. Hurlock (SEAL)
Mary C. Hurlock. (SEAL)

Test: Herman C. Taylor,
Thomas C. Frame, Jr.

State of Maryland, Kent County, to wit:-

I hereby certify that on this twenty second day of December, in the year one thousand nine hundred and twenty one, before me, Herman C. Taylor, the subscriber, a Notary Public for the State of Delaware in and for Kent County aforesaid, personally appeared Roland C. Hurlock and Mary C. Hurlock, his wife, and each acknowledged the aforegoing mortgage to be their respective act; And now at the same time before me, personally appeared also William Walter Walls, the mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

In testimony whereof, I have hereunto subscribed my name and affixed my Notarial seal the day and year aforesaid.

Herman C. Taylor.
Notary Public Seal. Notary Public.

For value of him received, I do hereby assign, transfer and set over the within purchase money mortgage and in part recited obligation unto Thomas C. Frame, Jr., his executors, administrators and assigns, absolutely and I agree that the sum owing and unpaid thereon is twenty hundred dollars with interest thereon from the second day of December, A.D., 1921. This assignment being made without recourse to me, and at his and their risk of collection.

Witness my hand and seal this 22nd day of December, A.D., 1923.

Test: Herman C. Taylor. William Walter Walls. (SEAL)
Helen M. Faulkner.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 8, folio 123 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affis the seal of the Circuit Court for Queen Anne's County, this fourteenth day of February, in the year nineteen hundred and twenty three.

J. F. Rolph, Clerk.

BOND.
Filed Feb. 15th, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas C. Frame, Jr., of Dover, Kent County, Delaware , and John Palmer Smith, of Centreville, Queen Anne's County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sumof Five Thousand Dollars ($5000.00), to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fifteenth day of February, in the year nineteen hundred and twenty-three.

WHEREAS, the above bounden, Thomas C. Frame, Jr., by virtue of a power contained in a mortgage from Roland C. Hurlock and Mary C. Hurlock, his wife, to William Walter Walls, and duly assigned to said Thomas C. Frame, Jr., dated December 22nd, 1921, and recorded in Liber J. F. R. No. 8, folios 123, etc., a land record bookfor Queen Anne's County, Maryland, is authorized and empowered to sell the property described in saidmortgage in case of default being made in any ofthe covenants contained therein and whereas such default has occurred and the said Thomas C. Frame, Jr., is about to execute the power vested in him in said mortgage.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-

Thomas D. Hubbard, Corporate Seal's Place. Thomas C. Frame, Jr. (SEAL)
Thomas D. Hubbard. John B. Hutton. (SEAL)
Chas. T. Bright. John Palmer Smith. (SEAL)

On the back of the foregoing bond was thus endorsed, to wit: Security approved and Bond filed February 15th, 1923.

State of Delaware,
Kent County, SS.

I, Daniel M. Ridgely, Prothonotary of the Superior Court of the State of Delaware, in and for Kent County, dohereby certify that John B. Hutton, Esq., Attorney at Law, Dover, Delaware, one of the sureties in the aforegoing bond in the penal sum of five thousand dollars, wherein Thomas C. Frame, Jr. Esq., is the principal and John Palmer Smith, Esq., is co-surety, would be accepted as surety in the said Superior Court, on such a bond for a like amount.

Given under my hand this 15th day of February A.D., 1923.

Daniel M. Ridgely,
Prothonotary.

Report of Sale.

Filed March 13th, 1923.

Thomas C. Frame, Jr.,
Assignee,

vs.

Roland C. Hurlock,
Mary C. Hurlock.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY, IN EQUITY.

Report of Sales.

To the Honorable, the Judges of said Court:-

The Report of Thomas C. Frame, Jr., Assignee of the mortgage from Roland C. Hurlock and Mary C. Hurlock, his wife, to William Walter Walls, dated Dec. 22nd, 1921, and recorded in Liber J. F. R., No. 8, folios 123 etc., a land record book for Queen Anne 's County, Maryland, and by the said duly assigned to the said Thomas C. Frame, Jr., a certified copy of which said mortgage and assignment is filed in the above proceedings, to your Honors respectfully states:-

That by virtue of the power of sale contained in the aforesaid mortgage, default having been made in the payment of the principal debt, interest, taxes and insurance therein covenanted to be paid, and after giving bond with security approved by the Clerk of this Court, for the faithful discharge of the trust reposed in him under said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Centreville Observer and the Centreville Record, newspapers printed and published in Queen Anne's County, Maryland, for more than twenty (20) days before the day of sale, as provided in said mortgage, did, pursuant to said notice and advertisement, attend in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, March 13th, 1923, at the hour

of 2.00 o'clock p.m., and did then and there proceed to make sale of the real estate mentioned and described and conveyed in the aforesaid mortgage, and that the procedure at said sale was as follows:-

In the first place, the said assignee directed the auctioneer to read the advertisement of sale, and announce that the State and County taxes would be paid of of date of sale, that the fire insurance would be adjusted as of the date of sale, and that possession would be given immediately upon compliance with terms of sale, and then instructed the Auctioneer to proceed to sale of said property, BEING all of that farm or tract of land situate in the First Election District of Queen Anne's County, Maryland, called "Yorkshire", containing OneHundred and Fourteen acres of land, more or less, and sold the same unto ROLAND C. MORRIS, who was then and therethe highest bidder therefor, at and for the sum of Three Thousand Dollars ($3,000.00).

Respectfully submitted,

Thomas C. Frame, Jr.
Assignee of Mortgage.

Certificate of Centreville Observer.
Certificate of Centreville Record.
Certificate of T. Frank Seward,
Auctioneer.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 13th day of March, 1923, before the Subscriber, Clerkof the Circuit Court for Queen Anne's County, Maryland, personally appeared Thomas C. Frame,jr., Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sales are true to the best of his knowledge and belief, and that the Sale was fairly made.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County, Md.

Advertisement of Sale.

MORTGAGE SALE OF VALUABLE FARM NEAR SUDLERSVILLE,MD.

John Palmer Smith, Attorney at Law, Centreville Maryland.

The undersigned, Assignee of the Mortgage from Roland C. Hurlock and Mary C. Hurlock,his wife, to William Walter Walls,dated December 22nd, 1921, and recorded in Liber J. F. R. No. 8, folios 123, etc., a Land Record Book for Queen Anne's County, Maryland, by virtue of the power of sale contained in said mortgage, and default having occurred under the terms of said mortgage, will sell at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, March 13th, 1923 at the hour of 2 o'clock p.m., the following described real estate, to wit: ALL THAT farm, tract of parcel of land called "Yorkshire", "Newnam", Harris Ramble", or by whatsoever name the same may be called, commonly known as the "Walter Rolph Farm," situate in the First Election District of Queen Anne's County, Maryland, on the public road from Duhamel's Corner to Carson's Corner, adjoining the lands of Joseph Cummins and others, and containing 114 acres of land more or less.

This farm is only three miles from Sudlersville and close to schools, churches, canneries and milk station. The land is of fine quality, easy to cultivate and productive. The buildings on this farm are in an excellent state of repair. There is a large 9 room dwelling house with a lawn in front; a large barn, cow and horse stables, granary, garage and implement shed and other out-buildings. There is an orchard of 400 fruit trees-apples, peaches and pears. A wheat crop pitched, planted and growing. Possession given immediately.

This farm would make a splendid home and is a splendid investment and is an ideal location.

Terms of Sale-One-third cash on day of sale. The balance intwo equal installments of two and four months from day of sale, credit payments to bear interestand to be secured to the satisfaction of the Assignee.

Thomas C. Frame, Jr.
Assignee of Mortgage.
John Palmer Smith,
Attorney for Assignee.

T. Frank Seward, Auctioneer.

A reasonable loan may be obtained by the purchaser if desired at any time on satisfactory terms.

THE CENTREVILLE RECORD.

Centreville, Maryland, March 13, 1923.

The Centreville Record Publishing Co., hereby certifies that the mortgage sale in the case of Thomas C. Frame, jr., Assignee, of Mortgage , a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13th day of March in the year 1923.

The Centreville Record Publishing Co.

By W. F. Reed.

Centreville, Maryland.

March 13th, 1923.

I HEREBY CERTIFY, that on this 13th day of March, 1923, I did make sale of the Walter Walls Farm known as "Yorkshire", in the First Election District of Queen Anne's County, Maryland, containing 114 acres of land, more or less, at public auction, and sold the same unto Roland C. Morris, who was then and there the highest bidder therefor, at and for the sum of Three Thousand Dollars ($3,000.00)

T. Frank Seward,

Auctioneer.

NISI.

Thomas C. Frame, Jr., Assignee.	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY.
Roland C. Hurlock, Mary C. Hurlock.	CHANCERY NO. 2480.

ORDERED, This 13th day of March A.D., 1923, that the sale of the Real Estate made and reported in this cause by Thomas C. Frame, Jr., assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of April next.

The Report states the amount of sales to be $3000.00.

True Copy J. F. Rolph, Clerk.

Test J. F. Rolph, Clerk.

Filed March 13th, 1923.

Certificate of Publicationof Order Nisi.

Thomas C. Frame, Jr., Assignee, vs. Roland C. Hurlock, Mary C. Hurlock.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2480.

ORDERED, This 13th day of March, A.D., 1923, that the sale of the real estate made and reported in this cause by Thomas C. Frame, Jr., assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of May, next; provided a copy of this order be inserted in somenewspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 18th day of April next.

The Report states the amount of sales to be $3,000.00.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

Filed March 13th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., May 18th, 1923.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Thomas C. Frame, Jr., assignee, vs. Roland C. Hurlock and Mary C. Hurlock, Chancery Cause No. 2480, a true copy of which ishereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 18th day of April in the year 1923.

The Centreville Record Publishing Co.

By W. F. Reed, Secty. and Treasurer.

Statement of Mortgage Debt.

Filed May 19th, 1923.

Thomas C. Frame, Jr., Assignee of Mortgage,	IN THE CIRCUIT COURT
vs.	FOR
	QUEEN ANNE'S COUNTY
Roland C. Hurlock, Mary C. Hurlock, Mortgagors.	IN EQUITY.
	CHANCERY NO. 2480.

Amount of principal of mortgage from Roland C. Hurlock and Mary C. Hurlock to William Walter Walls, and by the latter assigned to Thomas C. Frame, Jr., and under which mortgage the power of sale is exercised in the above cause, default having occurred in the covenants and conditions therein, $2500.00

Interest thereon from June 22, 1922 to May 19, 1923,	137.50
Total principal and interest,	$2637.50
5% attorney's commissions as provided in mortgage,	131.88
192 taxes paid by assignee to County and State,	48.12
Amount paid for insurance on mortgaged property,	15.20
TOTAL.	$2832.70

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of May, 1923, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Thomas C. Frame, Jr., Assignee of the above described mortgage, and made oath in due form of law that there is now due, unpaid and owing to him under said mortgage the full sum of twenty eight hundred and thirty two dollars and seventy cents ($2832.70), as per the aforegoing statement, and that said statement istrue and correct as above set forth, to the best of his knowledge and belief.

Filed May 19th, 1923. J. F. Rolph, Clerk.

FINAL ORDER OF RATIFICATION.

ORDERED, This nineteenth day of May, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported in the above proceedings by Thomas C. Frame, Jr., Assignee of Mortgage, filed in said proceedings, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as provided by a previous order nisi passed in this Cause and duly published. The said Assignee is allowed the commission upon the sale and all costs and expenses provided for in said mortgage upon the production of the vouchers for same.

Filed May 19th, 1923.

Thomas J. Keating.

Queen Anne's County,to wit: Be it remembered that on the sixteenth day of May in the year nineteen hundred and twenty three, the following Order to Docket Suit was brought to be recorded, to wit:

James T. Earle, Assignee, vs. J. T. Haddaway and wife. Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity.

Mr. J. F.Rolph, Clerk:

You will please docket suit as per above titling, file the assignment of the mortgage which is attached to mortgage, record same, make certified copy of the mortgage with the assignment thereon, enter my appearance for the assignee.

James T. Earle,
Attorney for the Assignee.

Filed May 16th, 1923.

Certified Copy of Mortgage.

Filed May 16th, 1923.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the first day of June, in the year nineteen hundred and fifteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 27th day of May, in the year nineteen hundred and fifteen by T. J. Haddaway and Sarah Haddaway, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, J. J. Haddaway and Sarah Haddaway, his wife, now owe and are justly indebted unto William E. King of Ford's Store, Queen Anne's County, Maryland, the sum of Two Hundred dollars, current money of the State of Maryland, the same being borrowed this date from William E. King, by T. J. Haddaway and Sarah Haddaway, his wife.

Now therefore, the aforesaid T. J. Haddaway and Sarah Haddaway, his wife, do hereby grant and convey unto the said William E. King, all that lot or parcel of land, lying and being in or near the town of Winchester, in Queen Anne's County, Maryland, and more particularly described by the following bound; Beginning at the S. W. Corner of the property of Mary Edenfield and running south to the land of Glen A. Thomas, thence easterly direction to the propertyof James A. Collier, thence northerly to the property of said Mary Edenfield, thence westerly with property of Mary Edenfield back to place of beginning.

The aforesaid described property is improved by dwelling house, and necessary outbuildings, the aforesaid property is at this date tenanted by said T. J. Haddaway and Sarah Haddaway, his wife,

Together with all rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted

or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said T. J. Haddaway and Sarah Haddaway, his wife, or assigns shall well and truly pay to the said William E. King, his heirs, executors, administrators or his successors, executors or assigns the aforesaid sum of Two Hundred Dollars, in 3 years from the date of this mortgage and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said T. J. Haddaway and Sarah Haddaway, his wife, or their heirs and assigns shall possess said property.

And the said T.J. Haddaway and Sarah Haddaway, his wife, or their heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of
in some Company or Companies approved by the said William E. King, his heirs or successors, executors, administrators or assigne, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act of thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then thewhole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said William E. King, his heirs or executors, administrators or assigns, or J. H. C. Legg, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have thenmatured or not; and, third, the balance to T. J. Haddaway and Sarah Haddaway, his wife, or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William E. King his executors, administrators, successors or assigns, or J.H.C. Legg, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said T. J. Haddaway and Sarah Haddaway, his wife, for heirs, executors, administrators and assigns, hereby covenant to pay.

Test:

John F. Quail as to mark
as to signature.

T. J. his X mark Haddaway. (SEAL)

Sarah Haddaway. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this day of May, 1915, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared T.J. Haddaway and Sarah Haddaway, his wife, and did each acknowledge the aforegoing mortgage to be their respective act.

John Quail.
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the sixteenth day of May, in the year nineteenhundred and twenty three, the following Assignment was brought to be recorded, to wit:-

For purposes of foreclosure and collection, I hereby assign the within mortgage unto James T. Earle.

Witness my hand and seal this 15th day of May, A.D., 1923.

Test: Moses W. Messing. W. E. King (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber W.F.W. No. 7, folio 193, etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County in Equity, this sixteenth day of May, in the year nineteen hundred and twenty three.

J. F. Rolph,
Clerk.

BOND
Filed May 16th, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Earle, as Principal, and William E. King as Surety , both of Queen Anne's County, in the Stateof Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars, current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigne, jointly and severally, firmly by these presents:

Sealed with our seals and dated this 16th day of May, in the year nineteen hundred and twenty three.

Whereas a certain T.J. Haddaway and Sarah Haddaway, his wife, by a certain mortgage dated the 27th day of May 1915, duly executed, acknowledged and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber W. F. W. No. 7, folio 193 &c., did convey unto William E. King, certain real estate therein mentioned to secure the payment of the sum of Two Hundred Dollars, and whereas by successive assignments the said mortgage was duly assigned on the 15th day of May, 1923, unto James T. Earle, for the purpose of foreclosure and collection, said assignment being recorded alongwith the mortgage in place among the said records provided therefor.

And whereas the said mortgage provides that in event of any default in payment of debt, interest and taxes the said power of sale contained therein should and could be executed to collect same after the default therein, and the said assignee is about to execute the power of sale for the collection of debt and interest.

Now the condition of the said obligation is such that if the said James T. Earle, bound as above, shall well and faithfully perform the trust reposed in him by said Power of Sale, and shall well and truly abide by and perform any order of decree which shall be made in any court in relation to said sale of mortgaged property or the proceeds thereof, then this obligation to be void,otherwise to be and remain in full virtue in law.

Witness our hands and seals the day and year first above written.

James T. Earle (SEAL)

Test: W. 1. Tuttle. Wm. E. King. (SEAL)

Queen Anne's County, to wit: On the back of theforegoing bond was thus endorsed, to wit: Security approved and bond filed May 16th, 1923.

J. F. Rolph, Clerk.

Statement of Mortgage Debt.
Filed May 16th, 1923.

James T. Earle, Assignee
vs.
T.J. Haddaway and wife, Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity.

Statement of Mortgage Debt.

Principal mortgage debt, May 27th, 1915.	$200.00	
Interest in arrear,	68.00	
Taxes paid,	24.90	$292.90

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this sixteenth day of May, 1923, before me, the subscriber a Notary Public of the State of Maryland in and for County and State aforesaid, personally appeared James T. Earle, Assignee, and made oath in due form of law that above statement is true and just as above stated and that thereis the sum above mentioned due and owing on the aforesaid mortgage debt.

Intestimony whereof I have hereunto set my hand and affixed my Notarial Seal the day andyear first above written.

Notary Public Seal. Washington Irving Tuttle.

Report of Sale.

Filed June 20th, 1923.

James T. Earle, Assignee,	In the Circuit Court for
vs.	Queen Anne's County,
T.J. Haddaway	In Equity.
Sarah Haddaway, his wife,	Cause No. 2485.
Mortgagors.	

To the Honorable, the Judges of said Court:

The Report of James T. Earle, Assignee of the hereinafter described mortgage to your Honors respectfully shows:

That default was made by the mortgagors in the hereinafter mentioned mortgage, said mortgage bearing date the 27th day of May, 1915, and being recorded among the land records for County and State aforesaid in Liber W.F.W. No. 7, folio 193 etc., and that said mortgage was duly assigned by mesne assignments to the said James T. Earle, Assignee, after default had occurred in the payment of the principal and interest and taxes.

That prior to the sale of the mortgaged property the said assignee gave bond to the State of Maryland for the faithful performance of any order or decree of this Court that might be passed in relation to the sale of mortgagedproperty as provided by law, which said bond was duly filed and approved by the Clerk of this Honorable Court.

That after advertisement of the sale had appeared in the Queenstown News, a newspaper printed and publishedin County and State aforesaid, for more than three successive weeks prior to the 16th day of June, 1923, the day named for the sale, the said James T. Earle, assignee, did pursuant to said notice attend in front of the store of William E. King, in the town of Grasonville, County and State aforesaid, at 2 o'clock p.m. Saturday, June 19th, 1923, and then and there in execution of the power of sale contained in said mortgage to be executed by the holder thereof in case of default in terms of said mortgage, default having previously occurred as aforesaid mentioned, and proceeded to sell said mortgaged property.

Your assignee offered at public sale to the highest bidder the real estate described in said mortgage, a full description appearing in said mortgage, a certified copy of which is filed herewith, and sold the said property to William E. King, the mortgagee at and for the sum of Three Hundred and Twenty Five Dollars ($325.00) he, being thenand there the highest bidder therefor.

And your assignee states that the purchaser will fully comply and pay the purchase money at the time of the final ratification of the sale by this Honorable Court.

All of which is respectfully submitted.

James T. Earle,

Assignee and Vendor.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 20th day of June, A.D. 1923, before me, the subscriber, the Clerk of the Circuit Court for County and State aforesaid, personally appeared James T. Earle, the assignee of the hereinbefore described mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and bona fide as therein set forth to thebest of his knowledge and belief and that the sale herein reported was fairly made.

J. F. Rolph,

Clerk of the Circuit Court for Queen Anne's County, Maryland.

Advertisement of Sale.
Filed Aug. 27th, 1923.

Assignee's Sale of Valuable Real Estate.

Under and by virtue of power of sale contained in a mortgage from T. J. Haddaway and Sarah Haddaway, his wife, to Wm. E. King, said mortgage bearing date the 27th day of May, 1915, and recorded among the land records for Queen Anne's County, State of Maryland, in Liber W.F.W. No. 7, folio 193, and duly assigned unto the undersigned assignee for purpose of foreclosure and collection after default had occurred in said mortgage, the undersigned assignee will sell at public sale in front of the store of William E. King in the village of Grasonville, County and State aforesaid, on Saturday, June 16, 1923, at 2 o'clock, p.m. All that lot of land, situate in or near said village of Grasonville, County aforesaid, known as the T.J. Haddaway property, the same being fully described in the aforesaid mortgage and improved by frame dwelling and other outbuildings, in fair condition. This will make a nice home in a splended community for anyone desiring to purchase a property that is well located with reference to Schools, Churches, Stores and etc.,

Terms of Sale:- One-half of the purchase money in case on day of sale the balance in six months from day of sale, the deferred paymant to bear interest and to be secured by the note of the purchaser with approved security, or all cash on the day ofthe sale at option of the purchaser.

James T. Earle, Assignee.

J. Elmer Anthony, Auctioneer.

THE QUEENSTOWN NEWS.

Queenstown, Maryland, Aug, 27th, 1923.

The Queenstown News hereby certifies that the annexed and attached advertisement in the case of Sale of Haddaway property, a true copy of which is hereto annexed, was inserted in The Queenstown News, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks, before the 16th day of June in the year 1923.

The Queenstown News.

By M. W. Aker.

Filed Aug. 27th, 1923.

ORDER NISI.

James T. Earle, Assignee	In the Circuit Court
vs.	For Queen Anne's County
T. J. Haddaway and Sarah Haddaway,	In Equity;
his wife, Mortgagors.	Cause No. 2485.

ORDERED, This 20th day of June, A.D., 1923, that the sale of real estate made and reported in this cause by James T. Earle, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of July next.

The Report states the amount of sales to be $325.00.

J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi.

James T. Earle, Assignee, vs. J. T. Haddaway and Sarah Haddaway, his wife, Mortgagors. In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2485.

Ordered, this 20th day of June, A.D., 1923, that the sale of real estate made and reported in this cause of James T. Earle, Assignee, be fatified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 25th day of July, next.

The Report states the amount of salesto be $325.00.

J. F. Rolph, Clerk.

True Copy; Test:

J. F. Rolph, Clerk.

THE QUEENSTOWN NEWS.

Queenstown, Maryland, Aug. 27th, 1923.

The Queenstown News certifies that the Order Nisi, copy attached, in the case of Earle, Assignee, vs. Haddaway, a true copyof which is hereto annexed, was inserted in The Queenstown,News, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks before the 25th day of July in the year 1923.

The Queenstown News.

By M. W. Aker.

Filed August 27th, 1923.

Final Order, of Ratification.

ORDERED This 19th day of September, 1923, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing reported sale be and the same is hereby finally ratified and confirmed, no cause to the contrary being shown although due notice of the ratification appears to have been given as required by the conditional order of ratification heretofore passed and the assignee is allowed the commission as provided in the mortgage and all expenses, no personal, for which he may produce proper vouchers to the auditor.

Thomas J. Keating.

W. H. Adkins.

Queen Anne's County, to wit: Be it remembered that on the twenty first day of June, in the year nineteen hundred and twenty three, the following Bill of Complaint was brought to be recorded, to wit:

In the Circuit Court for Queen Anne's County in Equity.

Richard Carmichael Tilghman and
Carroll W. Tilghman, infants, by
Helen B. Tilghman, their guardian, and the said
Helen B. Tilghman, in her own right, Plaintiffs,

versus

Helen G. Tilghman, Frances E. Tilghman,
Walter B. Tilghman,
Clarence Tilghman Bishop, and
The Centreville National Bank of Maryland,
a corporation, Defendants.

To the Honorable, the Judges of said Court:

Your orators, Richard Carmichael Tilghman and Carroll W. Tilghman, who are infants under twenty years of age, by Helen B. Tilghman, their legal guardian, and your oratrix, the said Helen B. Tilghman, in her own right, complaining, say:

1. That the said Helen B. Tilghman is the legal guardian of the said Richard Carmichael Tilghman and Carroll W. Tilghman by appointment of the Orphans' Court of Queen Anne's County; see certificate of Register of Wills showing said appointment marked "Exhibit No. 1" filed herewith as part hereof.

2. That one Charles H. Tilghman, late of said county, departed this life sometime in the year eighteen hundred and ninety four, intestate, seized and possessed of the following described real estate, to wit:

> Parcel No. 1: All that farm of tract of land called or known as "Wyoming" situate, lying and being in Wye Neck in the Fifth Election District of Queen Anne's County, State of Maryland, on Wye River, adjoining the farm of devisees of late Hiram G. Dudley called "The Walter Hurlock Farm" and containing 251 acres, 2 roods and 39 perches of land, more or less; being composed of tracts of land called "Smeath" and "Nagwell", allotted unto the said Charles H. Tilghman in a deed of partition between him and one William B. Tilghman dated September 28th, 1871, and recorded in Liber J.W. No. 3, fols. 299 &c., a land record book of said county.
> Parcel No. 2: All that lot of woodland situate, lying and being in Wye Neck in the Fifth Election District of Queen Anne's County, State of Maryland, near the road leading from the Queenstown Wye Island into the Dr. DeCoursey Farm, adjoining woodlands of James F. and Henry Dodd, the land of Mrs. Lock Goldsborough, and the land known as "The Dr. Tagg Farm"; containing 26 acres and 2 roods of land, more or less; being the same land granted unto the said Charles H. Tilghman by A. Leo Knott, trustee, by deed dated April 28th, 1896, and recorded in Liber S. E. D., No. 3, fols. 483 &c., a land record book of Queen Anne's County aforesaid.

3. That the said Charles H. Tilghman dying as aforesaid left surviving him as his only heirs at law, two sons, one by the name of Walter B. Tilghman, who is a party defendant to this bill, and the other by the name of Charles Carroll Tilghman, who is now dead.

4. That the said Charles H. Tilghman left surviving him a widow, Nannie M. Tilghman.

5. That sometime in the year 1898 an agreement was entered into between the said Charles Carroll Tilghman and the said Walter B. Tilghman whereby the latter sold to the former subject to a certain mortgage then resting on said lands and to certain

debts due by the said Charles H. Tilghman and to the annuity hereinafter mentioned in favor of the said Nannie M. Tilghman his, the said Walter B. Tilghman's, undivided half interest and estate in said real estate at and for the sum of five thousand four hundred forty nine dollars and ninety nine cents ($5,449.99);

6. That by said agreement the said Walter B. Tilghman agreed to receive of said purchase money twenty nine hundred sixty six dollars and sixty six cents, in cash, and to receive the balance of said purchase money, twenty four hundred eighty three dollars and thirty three cents at the death of the said Nannie M. Tilghman, and the said Charles Carroll Tilghman agreed to payto the said Walter B. Tilghman $2966.66 of said purchase money in cash and to pay the balance thereof, $2483.33 one year from the date of the death of the said Nannie M. Tilghman.

7. That the said Charles Carroll Tilghman in his lifetime entered into possessionof that part of said real estate so sold unto him by the said Walter B. Tilghman and paid unto the latter the said sum of $2966.66 to be paid in cash as aforesaid, but made no further payments on account of the balance of said purchase money in hislifetime, and departed this life as hereinafter set forth without having received a deed for the interest and estate so sold to him by the said Walter B. Tilghman and owing the said Walter B. Tilghman the balance of said purchase money, to wit: $2483.33.

8. That after the death of the said Charles Carroll Tilghman, to wit: on or about the ninth day of November, 1922, your oratrix, the said Helen B. Tilghman, acting for and on behalf of all the heirs of the said Charles Carroll Tilghman, paid to the said Walter B. Tilghman the sum of one hundredforty nine dollars, equal to one year's interest on said balance of $2483.33, and which was paid and accepted as interest due and owing on said sum of money; but no further payments have been made to the said Walter B. Tilghman on account of said balance nor has he conveyed the interest and estate in said real estate so sold by him as aforesaid unto the heirs of the said Charles Carroll Tilghman and he still retains the legal title thereof.

9. That by reason of the death of the said Nannie M. Tilghman on the 14th day of December, 1921, as hereinafter set forth, there is now due and owing to the said Walter B. Tilghman the said sum of $2483.33, subject to the said credit of $149.00, with interest, and the said Walter B. Tilghman has by operation of law a vendor's lien on the estate or interest so sold by him, subject to the mortgage hereinafter mentioned, for the amount now due to him under said agreement.

10. That on or about the 6th day of May, 1901, the said Charles Carroll Tilghman conveyed all of said real estate unto one Laura Going by way of mortgage to secure the payment of his promissory note to her of four thousand dollars given for cash loaned and also to secure certain notes for the interest to be paid on said loan, which mortgage bears date May 6, 1901,and is recorded in Liber J. E. G. No. 1, fols. 577 &c., a land record book of said county; a certified copy of said mortgage and of the assignments hereinafter mentioned, marked Exhibit No. 2, is filed herewith as part hereof.

11. That the said Walter B. Tilghman, Nannie M. Tilghman and your oratrix, the said Helen B. Tilghman, then the wife of the said Charles Carroll Tilghman, united with the latterin making said mortgage for the purpose of enabling him to raise the money on said mortgage mentioned and for no other purpose whatsoever,

12. That the said Charles Carroll Tilghman departed this life as hereinafter set forth without ever having made any payment whatsoever on account of the principal sum of $4,000.00 secured by said mortgage.

13. That on the 7th day of August, 1907, after the death ofthe said Charles Carroll Tilghman, said mortgage and mortgage note secured thereby were duly assigned and transferred unto your oratrix, the said Helen B. Tilghman, in her own right, who paid therefor the amount of the said principal debt and whatever interest was then due thereon.

14. That since the assignment so made unto your oratrix, the said Helen B. Tilghman, she has assigned said mortgage and note unto The Centreville National Bank of Maryland as collateral security for her noteto said bank for the sum of $2246.46 due the second day of August, 1923; that said mortgage and note secured thereby arenow held by said bank as aforesaid and by your oratrix and there is now due and owing by the same the principal sum of four thousand dollars with interestpaid thereon to the filing of this bill.

15. That the said Nannie M. Tilghman and Charles Carroll Tilghman during their joint lives entered into an agreement each with the other whereby the said Nannie M. Tilghman agreed to release her dower right in said lands and the said Charles Carroll Tilghman agreed to pay her in lieu of her said dower an annual sum or annuity of two hundred ninety eight dollars ($298.00) in two equal instalments, one payablein the month of February and the other in the month of August in each year.

16. That the said Nannie M. Tilghman departed this life on the 14th day of December, 1921, having received in her lifetime all instalments of said annuity maturing in her lifetime, the last instalment paid toher being that due in August, 1921.

17. That the said Charles Carroll Tilghman departed this life sometime in the month of January, 1907, intestate, seized and possessed of the real estate above described subject to said mortgage, to said vendors lien in favor of said Walter B. Tilghman and subject to the said annuity in favor of said Annie M. Tilghman, and leaving surviving him a widow, your oratrix, the said Helen B. Tilghman.

18. That the said Charles Carroll Tilghman left surviving him as his only heirs at law six children, your oratros, the said Richard Carmichael Tilghman and Carroll W. Tilghman, the defendants, Helen G. Tilghman and Frances E. Tilghman, who are adults, and two other sons, one named Charles C. Tilghman and the other named Lockerman G. Tilghman.

19. That the said Charles C. Tilghman named in preceding paragraph departed this life on October 23, 1913, intestate, without ever having married, and leaving surviving him as his only heirs at law his brothers and sisters named in the preceding paragraph.

20. That the said Lockerman G. Tilghman named in paragraph 18 of this bill departed this life on the second day of March, 1920, intestate, without ever having married, and leaving surviving his as only heir at law your oratrix, the said Helen B, Tilghman, his mother.

21. That your oratrix, the said Helen B. Tilghman is now entitled to dower as the widow of the said Charles Carroll Tilghman in four fifths of said real estate, subject to said mortgage and vendor's lien.

22. That said real estate is now owned (subject to said mortgage) and to said vendor's lien and to the said dower right of the said Helen B. Tilghman) by your orators, the said Richard Carmichael Tilghman and Carroll W. Tilghman and Helen B. Tilghman and by the said Helen G. Tilghman and Frances E. Tilghman, as tenants in common, in equal shares, the share of each being one undivided fifth part.

23. That the said real estate cannot be divided without loss or injury to the parties interested therein and owning the same as set forth in preceding paragraph, and the same should be sold under a decree of this Court and a division of the money arising from said sales be made among the said parties according to their respective rights, after providing for the protection of the rights of the holders of said mortgage and of the said Walter B. Tilghman as holder of said vendor's lien in the distribution of the proceeds of sales.

24. That your oratrix is willing that said real estate be sold clear of her said dower therein and to receive in lieu thereof such proportion of the sales as she may be entitled to under the rules of law or of this Court in view of her age and condition of health.

25. That your oratrix, the said Helen B. Tilghman, acting for and on behalf of the said Richard Carmichael Tilghman and Carroll W. Tilghman, and as their legal guardian, and acting for and on behalf of herself, and the defendants, the said Helen G. Tilghman and Frances E. Tilghman, acting for themselves, have contracted to sell said real estate unto one Clarence Tilghman Bishop, the defendant, at and for the sum of fifteen thousand five hundred ($15,500.00) dollars, of which five hundred dollars have been paid unto your oratrix, of which forty five hundred dollars or more at the optionof the said purchaser is to be paid on the ratification hereinafter mentioned by this Court of said contract, and of which the balance (if any) is to be secured by a purchase money mortgage providing for the payment of said balance at the expiration of three years from July first, 1923, with interest on said balance from July 1, 1923, payable in the meanwhile semi-annually.

26. That by the terms of said contract the vendors thereof retain the landlord's share of the growing wheat crop and the purchaser is to receive all other crops of current year and is to pay all state and county taxes of the current year.

27. That the said Vendors of said contract have agreed thereby that said real estate shall be sold free, clear and discharged of said mortgage and of said vendor's lien and of the said dower right of the said Helen B. Tilghman; that said real estate shall be conveyed to said purchaser by a good and sufficient deed, and that said vendors would take the necessary legal steps to accomplish the fulfillment of said contract.

28. That your orators are advised that said contract cannot be fulfilled without the aid of this Honorable Court.

29. That it will be to the interest and advantage of all the parties owning said real estate and interested therein as above set forth, that is to say: to the interest and advantage of both your infant orators as well as adult owners, Helen B. Tilghman, Helen G. Tilghman and Frances E. Tilghman, that said contract of sale be ratified by this court, for the reason that said purchase price is a fair market value of said real estate and as much if not more than the said real estate would bring at public sale and for other reasons to be made known at the hearing.

30. That the vendors of said real estate and parties owning the same have not the means with which to pay the said mortgage and the said vendor's lien, and both are due and should be paid.

31. That the said Helen G. Tilghman, Frances E. Tilghman, Clarence T. Bishop and Walter B. Tilghman, all adults, can be found in Queen Anne's County aforesaid, and The Centreville National Bank corporation aforesaid, can also be found in said county.

TO THE END THEREFORE:

(1) That said real estate may be sold under the decree of this Court for purpose of partition of proceeds of sales among the parties entitled thereto.

(2) That saidland may be sold under said decree free and clear of the said mortgage, of the said vendor's lien and of the dower right of the said Helen B. Tilghman.

(3) That the rights of the holders of the said mortgage and the rights of the said Walter B. Tilghman as the holder of said vendor's lien may be protected in the distribution of the proceeds of sales.

(4) That your oratrix, Helen B. Tilghman may be awarded a sum of money, according to her age and condition of health to be hereafter shown, out of said sales in lieu of her said dower right in said land.

(5) That a division of the proceeds of said sales after providingfor the protection of the said lienors may be had among the parties owning said real estate according to their respective interests and rights under the direction of this Court.

(6) That the said contract of sale may be ratified by this Honorable Court.

(7) That a trustee may be appointed to convey said real estate unto the said purchaser, his heirs and assigns, after settlement of the said purchase money by him, by a good and sufficient deed, free, clear and discharged of the said mortgage, of the said vendor's lien and of the dower right in said land of the said Helen B. Tilghman, and free, clear and discharged of the rights of all the parties to this bill.

(8) That said trustee to be so appointed may be clothed with the power and authority to collect and receive said purchase money and said purchase maney mortgage, if one shall be given, and directed to bring the same into this court for distribution under its orders.

(9) That the Court by said decree may order and direct the person to whom and the manner in which the said purchase mortgage shall be given.

(10) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena against the said Helen G. Tilghman, Frances E. Tilghman, Walter B. Tilghman, Clarence T. Bishop, and The Centreville National Bank of Maryland, all residing in Queen Anne's County aforesaid, commanding them and each of them to appear in this Court, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound &c.,

Madison Brown,
Solicitor of the Plaintiffs.

Filed June 21st, 1923.

Certificate of Guardianship.

Exhibit No. 1.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County; DO HEREBY CERTIFY that it appears from the records in said Court that on the 6th day of May A.D., nineteen hundred and eight, that Helen B. Tilghman was appointed Guardian of Richard C. Tilghman and Carroll Tilghman, infant children of Charles Carroll Tilghman, late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

Seal of the Orphan's Court.

In Testimony Whereof, I Wm. T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 21st day of June, nineteen hundred and twenty three.

Wm. T. Bishop.
Register of Wills for Queen Anne's County.

Certified Copy of Mortgage.

Exhibit No. 2.

Filed Aug. 21st, 1923.

QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on the thirteenth day of May, in the year nineteen hundred and one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 6th day of May, in the year nineteen hundred and one, by Charles Carroll Tilghman and Helen B. Tilghman, his wife, of Queen Anne's County, in the State of Maryland, and Walter B. Tilghman and Nannie B. Tilghman, widow, of King William County, in the State of Virginia, mortgagors. WHEREAS, Laura A. Going, of the City of Baltimore, State of Maryland, aforesaid, has this day loaned and advanced to the said Charles Carroll Tilghman, the sum of Four Thousand Dollars in cash, for which said sum the said Charles Carroll Tilghman has this day drawn and passed his promissory

note to the said Laura A. Going, payable five years after date, at the Centreville National Bank of Maryland, and for the interest on said principal sum, the said Charles Carroll Tilghman has drawn and passed his ten other promissory notes of even date, to the said Laura A. Going, payable in six, twelve, eighteen, twenty-four, thirty, thirty-six, forty-two, forty-eight, fifty-four and sixty months after date respectively, at the said Centreville National Bank of Maryland, which said notes are marked, "Secured by mortgage of even date herewith". And Whereas, the said Walter B. Tilghman and Nannie M. Tilghman have an interest in the property hereinafter described and are desirous of joining in this Mortgage with the said Charles Carroll Tilghman and Helen B. Tilghman, his wife, to secure said principal andinterest notes by the conveying of their respective interest in so far as the same is necessary for the purpose of securing said loan. And Whereas it was a condition precedent to making said loan that the same was to be secured by the executing and delivering of this mortgage by all the parties hereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the sum of five dollars and the premises, the said Charles Carroll Tilghman, Helen B. Tilghman, his wife, Walter B. Tilghman and Nannie M. Tilghman, children, widow and only heirs at law of the late Charles H. Tilghman, do hereby grant and convey unto the said Laura A. Going, her personal representatives and assigns, in fee simple, all that tract, farm or parcel of land, situate, lying and being on Wye River, in the Fifth Election District of Queen Anne's County, Maryland, commonly called "Wyoming" or by whatsoever name it may be known, being the same farm which was conveyed to the said Charles H. Tilghman by deed of partition by and between himself and his wife and brother, William B. Tilghman and wife, bearing date September 28th, 1871, and recorded among the Land Records of Queen Anne's County aforesaid, in Liber J. W. No. 3, folio 299 etc., to which reference is made to a particular description of said farm so conveyed to thelate Charles H. Tilghman, in severalty and described by metes and bounds, containing 251 acres, 2 roods and 39 perches of land, more or less. The said farm above described was owned and possessed by the said Charles H. Tilghman at the time of his death, and passed by inheritance to the said Charles Carroll Tilghman at the time of his death, and passed by inheritance to the said Charles Carroll Tilghman and Walter B. Tilghman, his only children and heirs at law, and to Nannie M. Tilghman, his widow. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining. To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Laura A. Going, her personal representatives and assigns forever, in fee simple. Provided that if the said Charles Carroll Tilghman, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid to said Laura A. Going, the aforesaid sum of four thousand dollars, with interest as aforesaid, when and as the same shall become due and payable andshall perform all the covenants herein on their part to be performed,then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and the charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, with taxes, assessments, public dues and charges, mortgage debt and interest, the said Charles Carroll Tilghman, Helen B. Tilghman, his wife, Walter B. Tilghman and Nannie M. Tilghman for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Laura A. Going, her personal representatives and assigne, or Olin Bryan, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her of their heirs or assigne; and which sale shall be made in the following manner, viz: upon giving twenty days norice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, and such other notice as by the said mortgagee, her personal representatives or assigns may deem expedient; and in the event of a sale of said property under the laws hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, her personal representatives and assigns, under this mortgage, whether the same shall have matured or not; and the surplus (if any there be), shall be paid to the said mortgagors, their personal representatives and assigns or whoever may be entitled to the same. And the said Charles Carroll Tilghman, Helen B. Tilghman, his wife, Walter B. Tilghman and Nannie M. Tilghman, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least Dollars, and to cause the policy to be effected thereon, so framed or endorsed, as in case of firs, to insure to the benefit of the said mortgagee, her personal representatives and assigns, to the extnet of the lien or claim hereunder.

WITNESS the hands andseals of the said mortgagors.

Test as to Walter B. Tilghman and Nannie M. Tilghman:
B. C. GARRETT.

Test as to Mr. H. B. Tilghman:
JOHN M. AKER.

Test as to Charles C. Tilghman:
JOHN M. AKER.

C. CARROLL TILGHMAN (Seal)

Mrs. H.B. TILGHMAN (Seal)

WALTER B. TILGHMAN (Seal)

NANNIE M. TILGHMAN. (Seal)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this tenth day of May, in the year nineteen hundred and one, beforeme, a Justice of the Peace of the State of Maryland, in and for the county aforesaid, personally appeared Charles Carroll Tilghman and Helen B. Tilghman, his wife, two of the mortgagors named in the aforegoing mortgage and acknowledged the aforegoing mortgage to be their act.

JOHN M. AKER.

Justice of the Peace.

STATE OF VIRGINIA, KING COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of May, in the year nineteen hundred and one, before me, R. F. Ritchie, of the State of Virginia in and for the County aforesaid, personally appeared Walter B. Tilghman and Nannie M. Tilghman, two of the mortgagors named in the aforegoins mortgage and acknowledged the aforegoing mortgage to be their act.

R.F. RITCHIE.

Justice of the Peace.

STATE OF VIRGINIA, KING WILLIAM COUNTY, to wit:

I, B. C. Garrett, Clerk of the County Court of the County aforesaid, in the State of Virginia, do certifiy that R. F. Ritchie whose genuine signature is attached to the aforegoing certificate is and was at the time of the signing the same, a Justice of the Peace in and for the said county, duly elected and qualified and authorized by virtue of his office to take acknowledgments and administer oaths; and that his attestation is in due formoflaw.

Circuit Court
Seal, King
William Co.,
Va.

B.C. Garrett, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this day of in the year nineteen hundred and one, before me, a Justice of the Peace of the State and County aforesaid, personally appeared John Dodd, agent for the said Laura A. Going, the within named mortgagee, and made oath in due formof law, that the consideration set forth in said mortgage is true and bona fide as therein set forth. And also made oath in due form of law that he has not required the mortgagors or their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require the sameto be paid by the said mortgagors or by any person for them during the existence of thismortgage; and at the same time made oath that he is the agent of said mortgagee and fully authorized to make these affidavits.

As witness my hand and seal this 13th 1901.

J.W.W. WOODFORD, J.P (SEAL)

QUEEN ANNE'S COUNTY, to-wit: Be it remembered that on the fifth day of August, inthe year nineteen hundred and seven, the following assignment was brought to be recorded, to wit:

Having assigned to her the principal note secured by this mortgage, I hereby assign to Helen B. Tilghman, the within mortgage, without recourse to me or guarantee upon my part.

As Witness my hand and seal this 1st day of August, 1907.

Test: LAURA A. GOING. (SEAL)

Joseph W. Shirley.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twentieth day of June, in the year nineteen hundred and twenty three, the following assignment was brought to be recorded.

FOR VALUE RECEIVED, I hereby assign and transfer the within and aforegoing mortgage to The Centreville National Bank of Maryland, to which corporation I have assigned the principal mortgage note therein described.

Witness my hand and seal this 11th day of September, nineteen hundred and twelve.

Attest: HELEN B. TILGHMAN. (SEAL)

G. Calvin Whitely.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.E.G. #1 folio 577 &c., a Land Record Book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st day of June, 1923.

J. F. Rolph, Clerk.

Answer of Walter B. Tilghman,
Filed August 8th, 1923.

In the Circuit Court of Queen Anne's County, in Equity.

Richard Carmichael Tilghman et al.,
versus
Helen G. Tilghman et al.....

To the Honorable, the Judges of said Court:

The answer of Walter B. Tilghman to the bill of complaint of Richard Carmichael Tilghman and others against him and others in this Court exhibited.

That this defendant admits the matters and facts stated in paragraphs 1,2,3,4, and 5 of said bill.
That he admits the matters and facts stated in paragraphs 6,7,8 and 9 of said bill but further says in answer to said paragraphs that according to the contract he had made with his brother Charles Carroll Tilghman he, said Walter B. Tilghman, was to receive said sum of $2483.33 mentioned in said paragraphs at death of his mother, Nannie M. Tilghman, with interest from date of the death of his mother, who died on December 14th, 1921; that he was paid as stated in said bill interest for one year on said sum, so that he is now entitled to receive said sum of $2483.33 with interest thereon from December 14, 1922.

That he admits the matters and things stated in paragraphs 10, 11, 12 and 13 of said bill.
That he has no knowledge of the matters and things stated in paragraph 14 of said bill and can neither admit nor deny the same.

That he admits the matters and facts set forth in paragraphs 15, 16, 17, 18 and 19 of said bill.
That he admits the facts stated in paragraph 20 of said bill except that he has no knowledge of the law to make the mother of Lockerman G. TiLghman his heir at law.
That he admits that the said Helen G. Tilghman mentioned in paragraph 21 of said bill is entitled to dower in said land but to what extent he has no knowledge.
That he admits the matters and things stated in paragraph 22 of said bill to be true.
That he cannot admit or deny the matters and things set forth in paragraphs 23, 24, 25, 26, 27, 28, 29, 30 and 31 of said bill, except that he admits that he can be found in Queen Anne's County.
That this defendant submits his rights to the protection of this Honorable Court, and consents to the passage of the decree prayed for or such other decree as may be right and proper in the premises.
And as in duty bound &c..

August 1st, 1923. Walter B. Tilghman.

Subpoena for Respondents.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO Helen G. Tilghman, Frances E. Tilghman, Walter B. Tilghman, Charles T. Bishop and The Centreville National Bank of Maryland,

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Helen G. Tilghman et al, against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st day of May 1923.
Issued the 21st day of June in the year 1923.

J. F. Rolph, Clerk.

Madison Brown

Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of July next, being the Return Day.

J. F. Rolph, Clerk.

On the back Of the foregoing Subpoena was thus endorsed, to wit: "To lie in office."

Answer of Helen G. Tilghman and Frances E. Tilghman.

Filed August 8th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Richard Carmichael Tilghman et al.,

versus

Helen G. Tilghman et al.

To the Honorable, the Judges of said Court:

The joint and several answer of Helen G. Tilghman and Frances E. Tilghman to the bill of complaint against them and others exhibited in the above court by Richard Carmichael Tilghman and others.

These defendants admit the matters and things stated in the bill of complaint and consent to the passage of the decree prayed for as well as such other decree as may be right and proper in the premises.

Helen G. Tilghman.

Frances E. Tilghman.

Answer of The Centreville National Bank of Maryland.

Filed August 8th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Richard Carmichael Tilghman et al.,

versus

Helen G. Tilghman et al.

Chancery Docket, Cause No. 2489.

To the Honorable, the Judges of said Court:

The answer of The Centreville National Bank of Maryland, a corporation, to the bill of complaint of Richard Carmichael Tilghman and others against said bank and others in said cause exhibited.

This defendant admits the matters and things set forth in said bill of complaint to be true, and is willing and hereby consents to a sale of the mortgaged property on express condition that the lien of said corporation under the mortgage mentioned in said bill, heretofore assigned to said corporation, shall be transferred to the net sales fromthe mortgaged land, as though the same had arisen or been created by a sale under said mortgage and that the rights of the said corporation as assignee of said mortgage shall be protected in the distribution of the proceeds of the sales of said land.

The Centreville National Bank of Maryland,
a corporation, defendant, by

Wm. R. Wilson, Treas.

Test: J. F. Rolph, Clerk.

Answer of Clarence Tilghman Bishop.

Filed Aug. 8th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Richard Carmichael Tilghman et al.,
versus
Helen G. Tilghman et al.

Chancery Docket,
Cause No. 2489.

To the Honorable, the Judges of said Court:

The answer of Clarence Tilghman Bishop, one of the defendants to the bill of complaint in above cause, against him, this defendant and others in said exhibited. This defendant admits the matters and things set forth in said bill of complaint to be true and consents to the decree prayed for or to such decree as might be right and proper.

Clarence Tilghman Bishop.

Testimony.

Filed Aug. 21st, 1923.

Richard Carmichael Tilghman, infant, et al.
Plaintiffs.
vs.
Helen G. Tilghman, et al.
Defendants.

In the Circuit Court for Queen Anne's County, in Equity.

Chy. Cause No. 2489.

To the Honorable, the Judges of said Court:-

The above entitled cause being at issue, the answers of the Defendants having been filed, the Subscriber, one of the regular Examiners for this Honorable Court having been notified by the Plaintiff's of their desire to take testimony in the above entitled cause, and after due notice of the time and place of taking same, did attend at my office in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the seventh day of August, in the year nineteen hundred and twenty three at the hour of nine o'clock A.M. and in the presence of Madison Brown Esquire, Solicitor, proceeded to take the following testimony, to wit:-

John L. Rhodes, the first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says;

1st Int. State your name, age, residence and occupation.

Ans. My name is John L. Rhodes, I am 62 years of age, I reside in Queenstown, Queen Anne's County, Maryland. My occupation is retired farmer and banker.

2nd Int. Do you know the parties to this suit or any of them, which of them and how long have you known them.

Ans. I know all of the parties to this suit. I have known Mrs. Carroll Tilghman all her life and I have known all of the children all theirlives. I have known Walter B. Tilghman all his life and I have known Clarence Tilghman Bishop all his life. The Centreville National Bank of Maryland, is a corporation I have known for years.

3rd int. Were you acquainted with one Charles H. Tilghman, late of Queen Anne's County, Maryland. State whether he is living or dead, and if dead when and where he died.

Ans. Yes, I knew him. He is dead. I do not know the exact date of his death but he has been dead many years, possibly twenty five or thirty years.

4th Int. State whether or not you are acquainted with the farm in Wye Neck in the Fifth Election District of Queen Anne's County, State of Maryland, on Wye River called or known as "Wyoming" and the tract of woodland known as the "Charles Tilghman Woodland", situate in Wye Neck aforesaid, and if so state how you became acquainted with it.

Ans. I have known this property for a long number of years. The farm has about two hundred and fifty acres of land and it adjoins the Hurlock Farm now owned by the Hiram G. Dudley Estate and it borders on the Wye River. The woodland is a narrow strip of land bordering on the entrance to the farm known as the "Dr. DeCoursey Farm" and adjoins the Tagg Farm and the Thomas H. Dodd Farm. The woodland contains about twenty six acres ofland.

5th Int. State whether or not you are familiar with the value of farm land in Wye Neck, in Queen Anne's County, and if so show how you became acquainted with said values.

Ans. I feel that I am acquainted with the value of woodland and the value of farms. I own a farm in Wye Neck, and have bought and sold a farm in the immediate neighborhood. I have been collector of taxes in the Fifth District several times. In 1922 an assessment or valuation of all farm land and other properties of Queen Anne's County, Maryland, was taken for the purpose of taxation. I was one of the assessors appointed by the County Commissioners of Queen Anne's County to make this assessment. I assessed in the First Precinct of the Fifth Election District in which this farm is located. I feel from this experience that I know the value of farm land in the First Precinct of the Fifth Election District of Queen Anne's County, Maryland.

6th int. Please state if you know whom Charles H. Tilghman left surviving him as his heirs at law.

Ans. He left three children, Charles Carroll Tilghman and Walter B. Tilghman and a daughter Bessie Tilghman, Bessie Tilghman died shortly after her father leaving no heirs except her two brothers. Charles Carroll Tilghman, one of the brothers then purchased his Brother, Walter B. Tilghman's interest in the farm and in this manner became sole owner.

7th Int. State if you know whether the said Charles Carroll Tilghman is living or dead, and if dead, state if you know about when he died.

Ans. Yes, he is dead. He died about fifteen or sixteen years ago, and when he died he owned the farm and woodland I have described. He died at his home in Centreville, Queen Anne's County, Maryland.

8th Int. State if you know whom Charles Carroll Tilghman left surviving him as his heirs at law.

Ans. I know he left six children, they are: Richard Carmichael Tilghman, Carroll W. Tilghman, Helen G. Tilghman and Frances E. Tilghman. He left two other sons, one called Vharles and another known as Goldsborough, who are now dead. They were never married. He also left a widow, Helen B. Tilghman.

9th Int. State if you know who now owns the farm and woodland you have described.

Ans. It is owned by the widow and the four children that I have named that are now living.

10th Int. State whether or not in your opinion the farm and woodland you have described can be divided without loss or injury to the parties now owning the same, and give your reason for your answer.

Ans. It cannot be divided among those entitled to it without loss and injury to them, as the farm situate as it is could not be divided into as many parts as there are people interested without making thoseparts so small as to be of little value as farm land and for other purposes it would have no value.

11th Int. The Bill of Complaint in this case states that Helen G. Tilghman and Frances E. Tilghman, the two grown children of Charles Carroll Tilghman and Helen B. Tilghman, the widow of Charles Carroll Tilghman acting as guardian of Richard Carmichael Tilghman and Carroll W. Tilghman, the two infant children of the said Charles Carroll Tilghman, and acting for herself have contracted to sell the farm and woodland you have described to Clarence Tilghman Bishop, one of the Defendants at and for the sumof FIFTEEN THOUSAND AND FIVE HUNDRED DOLLARS ($15,500). State whether or not in your opinion it will be to the interest and advantage of the heirs of the said Charles Carroll Tilghman, now owning said land, that the said sale be ratified and confirmed by the Circuit Court for Queen Anne's County, Maryland.

Ans. I think that the purchase price to be paid by Clarence Tilghman Bishop and mentioned byyou is a fair market value of said real estate and is as much if not more than the real estate would bring at public sale if offered at this time. There is a depression prevailing in the land market and the value of farm land is uncertain. The purchase price named is a good one at this time. Farm labor has become so scarce and uncertain as to depress the value of land and the net profit from farming is a very uncertain thing. I do not know what this farm would bring at public sale. The buildings on this farm are not in a good condition and considerable money must be paid on them for repairs. Everything considered I think it would be to the advantage of the parties owning said land that the contract of sale to Mr. Bishop be ratified(in good mortgages) and confirmed by the court. The proceeds of sale if invested in good mortgages at six per cent would probably bring more than the income from the farm.

Examiner's special.

I do not.

J. Louis Rhodes.

Harry D. Shawn the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st Int. State your name, age, residence and occupation.

Ans. My name is Harry D. Shawn, I am 55 years of age, I reside on Wye island in Queen Anne's County, Maryland. I am a farmer.

2nd Int. State whether or not you are acquainted with the parties to this suit and if yes which of them and how long you have known them.

Ans. I know all the parties to this suit. Helen B. Tilghman I have known all her life. Richard Carmichael Tilghman, Carroll W. Tilghman, Helen G. Tilghman and Frances E. Tilghman, her children, I have known all their lives. Walter B. Tilghman and Clarence Tilghman Bishop I have known all my life. The Centreville National Bank, a corporation, I have known ever since I can remember.

3rd Int. State whether or not you were acquainted with one, Charles H. Tilghman, late of Queen Anne's County, Maryland, and if so, is he living or dead, and if dead when and where did he die.

Ans. I was acquainted with Charles H. Tilghman. He lived in Wye Neck in Queen Anne's County, on his farm known as "Wyoming". He has been dead about twenty five or thirty years.

4th Int. State if you know if the said Charles H. Tilghman at the time of his death owned any real estate, and if so describe the same briefly.

Ans. He left a farm called "Wyoming", situate in Wye Neck in the Fifth Election District of Queen Anne's County, State of Maryland. This farm is located on Wye River and adjoins the Hurlock Farm of thelate Hiram G. Dudley. It contains two hundred and fifty acres of land. Mr. Tilghman lived on this farm when he died. He also owned a piece of wood land in Wye Neck containing twenty six acres of land, on the road leading from Queenstown to Wye Island Road.

5th Int. State if you know who the said Charles H. Tilghman left surviving him as his heirs at law.

Ans. He left surviving him three children, Charles Carroll Tilghman, Walter B. Tilghman and Bessie Tilghman. Bessie Tilghman died shortly after her father unmarried, leaving her two brothers surviving. Walter B. Tilghman lives in Virginia, Charles Carroll Tilghman is also dead.

6th Int. State if you know what transaction occurred between Charles Carroll Tilghman in his life time and the said Walter B. Tilghman as to said land.

Ans. Walter B. Tilghman sold his interest in this land to Charles Carroll Tilghman.

7th int. State if you know where and when the said Charles Carroll Tilghman died.

Ans. He died about sixteen years ago in Centreville, Maryland.

8th int. State if you know who the said Charles Carroll Tilghman left surviving him at the time of his death as his heirs at law.

Ans. He left a widow Helen B. Tilghman, who lives in Baltimore, he alsoleft six children, Helen G. Tilghman, Frances E. Tilghman, Richard Carmichael Tilghman and Carroll W. Tilghman, are his children now living. Two of his children, Charles Tilghman and Lockerman or Goldsborough Tilghman as he was called, having died since their father, both being unmarried.

9th int. State if you know who now owns the real estate you have described.

Ans. It is owned by the four living children and the widow of Charles Carroll Tilghman.

10th Int. State whether or not in your opinion the land you have described can be divided without loss or injury among the parties now owning the same according to their interest in same.

Ans. It cannot be divided without loss or injury to the parties now owning this land. To divide it in five parts of equal value would be impossible. Some would get better land than others and the buildings would all be on one part.

11th Int. You have stated you lived on Wye Island. How far is Wye Island located from the section of the Fifth District of Queen Anne's County called Wye Neck.

Ans. It is only separated by Wye River. I am thoroughly acquainted with Wye Neck Farms. I have lived in Wye Neck and on Wye Island all my life. I know this farm especially well. I have worked on it and most of the other farms in Wye Neck.

12th Int. State whether or note you are acquainted with the value of farm and woodland in Wye Neck and if so how you became acquainted with the values.

Ans. I am acquainted with the value of farm and woodland in Wye Neck. I have purchased and own a farm on Wye Island. I have observed and attended many sales of such land located in Wye Neck. On, one or more occasion, I have been called upon to value and appraise the value of land in Wye Neck and on Wye Island.

13 Int. The Bill of Complaint filed in this case states that Helen G. Tilghman and Frances E. Tilghman, two of the grown children of Charles Carroll Tilghman and Helen B. Tilghman, the widow of Charles Carroll Tilghman acting as Guardian of Richard Carmichael Tilghman and Carroll W. Tilghman, thetwo infant children of Charles Carroll Tilghman, and actinf for herself, have sold the real estate you have described unto Clarence Tilghman Bishop, one of the Defendants, at and for the sum of FIFTEEN THOUSAND AND FIVE HUNDRED DOLLARS ($15,500.00), and that one of the objects of the Bill of Complaint is to have the Circuit Court for Queen Anne's County, in Equity, ratify and confirm said sale because of the infant defendants. State whether or

not in your opinion it would be to the interest and advantage of all the parties owning said land, that is to say, the interest and advantage of the four children and the widow of the said Charles Carroll Tilghman that said Court ratify and confirm said sale and give reasons for your answer.

Ans. The purchase price you have mentioned is in my judgment and opinion a fair market value of the land you have mentioned and is as much if not more than I believe the farm would bring if offered at public sale. Farms are not in demand in Queen Anne's County and its market is suffering a depression. I do not know how long this depression will continue. And because of this depression I do not know what the farm would bring at public sale. The price is an exceptionally good one and should be accepted by the owners. The buildings on the farm are not in good conditions and considerable money would have to be expended soon or the buildings would go down in value. The income from farming is uncertain at this time and owing to the scarcity of labor it is hard to secure good tenants. Mrs. Tilghman and her family live in Baltimore and I do not believe they could till the land. In my judgment, it will be to the interest and advantage of all the parties, infants and adults, now owning the farm that the contract of sale made to said Clarence Tilghman Bishop be ratified and confirmed by said Court.

Examiner's special.

I do not.

Harry D. Shawn.

Mrs. Helen B. Tilghman, the next witness of lawful age produced on the part of the Plaintiff, being sworn and examined, deposes and says:-

1st Int. State your name, age, residence and occupation.

Ans. My name is Helen B. Tilghman, I am 51 years old, I live in Baltimore, Maryland, I am the headof the family.

2nd Int. State whether or not you know the parties to this suit.

Ans. I know all the parties to this suit. I am a Plaintiff in my own right, and am guardian for two children, Richard Carmichael Tilghman and Carroll W. Tilghman; Frances E. Tilghman, Helen G. Tilghman are also my children; Walter B. Tilghman is my brother in law. I have known him all my life. I have known Clarence Tilghman Bishop all my life. I haveknown the Centreville National Bank of Maryland as long as I can remember.

3rd Int. Beside being the mother of Richard Carmichael Tilghman and Carroll W. Tilghman what other legal relation do you hold tothem.

Ans. I am their legal guardian appointed by the Orphans' COurt fOr Queen Anne's County, Maryland.

4th Int. Were you or not acquainted with one Charles H. Tilghman, late of Queen Anne's County, deceased, if yea, state if he is living or dead, and if dead, when and where he died.

Ans. I was acquainted with him. He was the father of my husband, Charles Carroll Tilghman. He is dead. He died in the year 1894. He was a resident of Queen Anne's County, but died in Baltimore, Maryland.

5th Int. State if you can what real estate, if any, the said Charles H. Tilghman died seized and possessed of. Describe the same briefly in your answer.

Ans. He owned a farm called "Wyoming" located in Wye River in theFifth Election District of Queen Anne's County, Maryland, this farm adjoins the farm called "The Walter Hurlock Farm" now owned by the HiramG. Dudley Heirs and contains about two hundred and fifty acres of land. My husband and myself were living on this farm when his father died. Mr. Charles H. Tilghman also owned a tract of wood land located in Wye Neck in Queen Anne's County near the road leading from the public road to the Dr. DeCoursey Farm. This woodland contains about twenty six acres of land, and adjoins thefarm of Mrs. Lock Goldsborough, my mother. Wood for the use of the farm proper has always been gotten from this wood land.

6th Int. Do you or not know if the said Charles H. Tilghman left a last will and testament.

Ans. I know he did not.

7th Int. State if you know whom the said Charles H. Tilghman left surviving him as his only heirs at law.

Ans. He left three children surviving him. Charles Carroll Tilghman, who was then my husband, Walter B. Tilghman, who now lives in Virginia, and a daughter, Bessie Tilghman. Bessie Tilghman died shortly after her father. She never married and left as her only heirs at law her two brothers. She did not leave a will. Charles H. Tilghman also left a widow Nannie M. Tilghman.

8th Int. After the death of Charles H. Tilghman and after the death of his daughter Bessie Tilghman what business transaction, if any, took place between your husband, Charles Carroll Tilghman and his brother Walter B. Tilghman and Nannie M. Tilghman, their mother.

Ans. Walter B. Tilghman sold to my husband his interest in both the tract of woodland and farm. He agreed to pay Walter B. Tilghman in cash $2966.66 and he agreed to pay to Walter B. Tilghman $2483.33. He agreed to pay his mother as long as she lived $298 a year for her life in two payments one-half in February, and one-half in August of each year. I was present when the contract was made.

9th Int. State whether or not your husband, Charles Carroll Tilghman, is living or dead, and if dead, when and where he died.

Ans. He died in Centreville, Maryland, January 14, 1907.

10th Int. State whether or not your husband left a last will and testament.

Ans. No, he did not leave a will.

11th Int. State if you know how much of the purchase money your husband agreed to pay to Walter B. Tilghman was paid by him in his lifetime.

Ans. He paid him $2966.66 shortly after their agreement, but he did not pay him any more during his life time.

12th Int. Do you or not know if your husband received a deed in his lifetime from Walter B. Tilghman for the laters interest in said land.

Ans. He never received a deed.

13th Int. State if you know whether or not Nannie M. Tilghman, your husband's mother, is living or dead, and if dead, when and where she died.

Ans. She is dead. She died near Stevensville, Queen Anne's County, Maryland, on the 14th day of December, in the year 1921.

14 Int. State whether or not Mrs. NannieM. Tilghman received any part of the sum of $298, which your husband agreed to pay her yearly during her life time.

Ans. She had received all the payments due her as long as she lived. I paid her myself the last payment in August just before she died. My husband made all the payments due her in his life time, and at his death I made all the other payments.

15th Int. When Mr. Charles H. Tilghman died leaving this land Mrs. Nannie M. Tilghman became entitled by law to dower in this land. What if any was the agreement between your husband in his life time and the said Nannie M. Tilghman in regard to this dower.

Ans. She agreed to take $298 per year in lieu of her dower.

16 Int. How much if any thing is now due and owing to Walter B. Tilghman on account of the purchase money your husband agreed to pay him for his interest in the land.

Ans. $2483.33 with interest from December 14, 1921, with the exception of the sum of $149, which I had paid him on behalf of the heirs of Charles Carroll Tilghman November 9, 1922. This is a years interest on $2483.33. He has received no more of the amount of money to be paid him after the death of his mother.

17th Int. State if you know whether or not the said Walter B. Tilghman has made a deed to any of the heirs of Charles Carroll Tilghman since the death of Nannie M. Tilghman.

Ans. He has not.

18th Int. State if you know whether or not any mortgage was placed on the farm called "Wyoming" by anyone after the death of Charles H. Tilghman and if so state by whom it was given.

Ans. After my husband bought the interest of Walter B. Tilghman in the farm called "Wyoming", my husband, Charles Carroll Tilghman borrowed $4,000, from Laura A. Going and gave a mortgage to secure his note. This mortgage Walter B. Tilghman, Nannie M. Tilghman and myself joined in to enable my husband to borrow the money.

19th Int. I now hand you a paper writing market "Exhibit No. 2" filedin this case and ask you to examine same and statewhat it is.

Ans. This is a certified copy of the mortgage I havemmentioned.

Mr. Brown now filed with the Examiner "Exhibit No. 2", same being a certified copy of the mortgage.

20th Int. Do you or not know whether this mortgagehas been paid ornot.

Ans. This mortgage has hot been paid. It is still against the farm. After the death of my husband Laura A. Going assigned this mortgage to me. None of theprincipal of the mortgage has been paid. Sometime ago I assigned this mortgage to the Centreville National Bank of Maryland to secure my note to said bank, and the bank holds this mortgage as security for my note. My note amounts to $2269.48 andwill be due September 2, 1923. The difference between the amount of this note and the $4,000.00 principal is owned by me. The interest on themortgage has been paid to July 1, 1923. My said note is renewal of my note for $2246.46 due August 2, 1923.

21 Int. Whenyour husband died in 1907 what real estate, if any, was he then seized and possessed of.

Ans. He owned the farm I have described known as "Wyoming" and the woodland, I have also described.

22nd Int. Please state whom Charles Carroll Tilghman, your husband, left surviving him as his heirs at law.

Ans. He left six children, also my children. Helen G. Tilghman and Frances E. Tilghman both of whom are grown and live with me in Baltimore. Richard Carmichael Tilghman and Carroll W. Tilghman both under 21 years of age and who live with me in Baltimore. Charles Carroll Tilghman, Jr. and Lockerman Goldsborough Tilghman were his other children. Both are now dead.

23rd. Int. Please state when and where Charles Carroll Tilghman Jr., your son, died and whom he left surviving him as hisheirs at law.

Ans. He died in Centreville, Maryland, October 1913. He left his three sisters and his two brothers abovenamed, as his only heirs at law. He was never married.

24th Int. Did he leave a will.

Ans. He did not.

25th Int. When and where did your son, Lockerman Goldsborough Tilghman die.

Ans. He died March 2, 1920 in Centreville, Maryland. He was not married and he left no will.

26th Int. State whom your son, Lockerman Goldsborough Tilghman leave as his heirs atlaw.

Ans. I am advised that I am his only heir at law.

27th Int. As the widow of Charles Carroll Tilghman what interest have you in his land.

Ans. I have a dower right in all of it except what I got from my son, Lockerman. My dower is of course, subject to the mortgage I have spoken of and the vendors lien Walter B. Tilghman.

28th Int. State whether or not you are well acquainted with the land you have described and how you became acquainted with it.

Ans. I know it well..When I was married to my husband we went to live on the farm. At the death of my husband I had the sole management of the farm and renting of it.

29th Int. State who now owns the farm and woodland you have described.

Ans. It is owned by my four children and myself subject to the mortgage mentioned and subject to the money due Walter B. Tilghman and to my dower four-fifths of the land.

30th Int. State whether or not in your opinion the farm and woodland we have been speaking of can be divided between the parties now owning the same in accordance to their respective interests without loss or injury.

Ans. No. it cannot. There are about 200 acres of land in cultivation and the restof the farm is in woods and marsh. If divided in five parts the parts would be of unequal value and the division would result in loss and injury because some of them would get woodland and some marsh land, and some would get land without any buildings on it. Division is impossible, without loss.

31st Int. What contracthas been entered into for the sale of this land and who are the parties to the contract. Briefly describe this contract.

Ans. Helen G. Tilghman and Frances E. Tilghman, two grown children and myself have entered into a contract for the sale of both the farm and woodland with Clarence Tilghman Bishop. In this contract I acted for myself as owner of part and as widow and as guardian of Richard Carmichael Tilghman and Carroll W. Tilghman, my two infant children. I have agreed to sell this farm to Mr. Bishop and he has agreed to buy this farm from us for $15,500, of this amount he has already paid me $500, and he has agreed to pay as soon as the sale can be ratified by the Court $4500 or more in cash and for that part unpaid he has agreed to give the owners a purchase money mortgage providing for the payment of the balance at the expiration of three years from July 1st, 1923 with interest from that date payable semi-annually.

32nd Int. State whether or not in your opinion it will be to the interest and advantage of the parties now owning said land that is to say, yourself and your four children that this contract of sale be ratified and confirmed by the Circuit Court for Queen Anne's County, Maryland, in Equity, and give your reasons for your answer.

Ans. I think it will be to the interest and advantage of myself and four children that the sale be ratified and confirmed. The purchase price is a fair market value of the land. In my judgment it is as much, if not more, than the farm would bring if offered at public sale as this time. In fact I do not know if I could effect any sale of advantage at this time at public auction. I am advised that land is in small demand and the market is poor. The buildings all except the barn are not in repair and considerable money would have to be paid out in a short time on them, and we have not that money to pay out. My children need the money now and could apply it to their advantage just now. For these reasons I think the sale should be ratified by the Court, for to do so will be to the advantage of my children and myself.

33rd Int. Do you or not know in whose name the real estate have been we have been speaking of is assessed on the tax books of Queen Anne's County.

Ans. In my name,Helen B. Tilghman.

34th Int. State whether or not there is any other land in the Fifth District of Queen Anne's County, assessed in your name.

Ans. There is not.

Examiner's special.

I do not.

Helen B. Tilghman.

There being no further witnesses to be examined at this time but further time being requested for the production of evidence your Examiner adjourned to meet on Monday, August 20, 1923.

August 20th, 1923, at Nine o'clock in my office in Centreville, Maryland, the following testimony wes taken.

C. Tilghman Bishop the next witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says:

1st Int. State your name, age, residence and occupation.

Ans. My name is C. Tilghman Bishop, I am 50 years of age, I am a Farmer and reside in the Fifth Election District of Queen Anne's County, Maryland.

2nd Int. State whether of not you are acquainted with any parties to this suit and if yea, which of them and how long you have known them.

Ans. I know all the parties. I have known Mrs. Helen B. Tilghman and her children practically all their lives. Walter B.Tilghman, I have known a long time, also the Centreville National Bank. I am one of the defendants.

3rd Int. Are you the Clarence Tilghman Bishop named in these proceedings as the purchaser of this farm belonging to Helen B. Tilghman and her children.

Ans. I am.

4th Int. State where you now live and how long you have known the farm.

Ans. I now live on this farm and have lived there for 20 years this coming Christmas.

5th Int. Please describe the farm called Wyoming purchased by you, as to the number of acres in cultivation, the number of acres in woods and in marsh.

Ans. The farm contains about two hundred acres of cleared land, including the lawn and the garden. It contains about three acres of woodland, the rest of the farm is in marsh, shore and coves. The woodland is separate from the farm and contains no timber but some fire wood. The woodland is a separate tract of land containing twenty six acres of land and is about one mile from the farm proper by road.

Examiner's special,

I do not.

C. Tilghman Bishop.

Clayton Wright, the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

1st Int. State your name, age, residence and occupation.

Ans. My name is Clayton Wright. I am 58 years of age, I reside in Centreville, Queen Anne's County, Maryland, and my occupation as a lumber and coal dealer.

2nd Int. State whether or not you are acquainted with the parties to this suit, if yea, which of them and how long you have known them.

Ans. I know all of them. Helen B. Tilghman and her children I have known all their lives, the rest of the parties I have known a great many years.

3rd Int. State whether or not you are acquainted with the farm of 250 acres, more or less, called "Wyoming", belonging to Helen B. Tilghman and her children, and if so, state how long you have known it and how you became acquainted with it.

Ans. I am acquainted with it and visited on it in my boyhood days and in recent years have seen it.

4th Int. State whether or not you have knowledge of the value of farm land and wood land in the neighborhood where the farm which has been mentioned to you and if so, state in what manner you have acquired your knowledge.

Ans. I consider I have knowledge concerning the value of farm land which this farm is situate. For about fifteen years I acted as one of the administrators of the late General William McKenney and as such had the management of two farms in Wye Neck where this farm is located, as well as the management of at least two other farms in the Fifth District of Queen Anne's County, where Wye Neck is located. The land of Mr. McKenney was valued and appraised for the purpose of division among his family through a proceedings in this court while I was one of the administrators and I became acquainted with the value of the farms I have mentioned in these proceedings, besides I have kept in touch with the value of land in that neighborhood.

5th Int. The Bill of Complaint in this case states that Helen B. Tilghman acting for herself and her two infant children, and her two grown children acting for themselves have sold the farm you have described called "Wyoming" and twenty six acres of woodland in Wye Neck unto Clarence Tilghman Bishop at and for the sum of $15,500.00. The Bill also states that it will be to the interest and advantage of all the parties owning said land that is to say, the interest and advantage of Helen B. Tilghman, her two infant children and her two grown children, that this sale be ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity. Please state whether or not in your opinion it would be to the interest and advantage of the said Helen B. Tilghman and her four children that this sale be ratified and confirmed by said Court, and give your reasons for your answer.

Ans. I think the price mentioned is a good price for the land. I know the woodland as well as the farm proper. The purchase price is as much if not more than might be obtained at public sale at this time. There is a depression prevailing in farm land and there is not much demand for it. I could not fix in my mind any value the farm would bring at public sale at this time. This farm is inaccessable and can only be reached from the public road by traveling over the farm of another man. This would effect it in my judgment, at this time. I think that the money if put out at interest would bring a larger income than the rents from the farm. And I think that for the above reasons it would be to the interest and advantage of all the parties that the farm be sold, and that the sale be ratified by the Court, The farm could not be equally divided among the parties.

Examiner's Special.

I do not.

Clayton Wright.

There being no further witnesses to be examined and neither of the parties desiring further time for the production of evidence, your Examiner herewith respectfully makes his return together with his exhibit, same being a certified copy of mortgage from Charles Carroll Tilghman et al to Laura A. Going and the assignments thereon marked Exhibit No. 2, and certifies that he was engaged as such examiner three days and examined five witnesses, making costs chargeable to Plaintiff as follows:-

Charles E. Tucker, Examiner,	$12.00
J. Louis Rhodes, Witness,	.75
Harry D. Shawn, Witness,	.75
Helen B. Tilghman, Witness,	.75
C. Tilghman Bishop, Witness,	.75
Clayton Wright, Witness.	.75
	$15.75

Respectfully submitted,

Chas. E. Tucker.
Examiner.

Order Nisi, on-sale.

In the Circuit Court for Queen Anne's County in Equity.

Richard Carmichael Tilghman, Carroll W. Tilghman, infants, by Helen B. Tilghman, their legal guardian, and said Helen B. Tilghman in her own right, plaintiffs,	Chancery Docket, Cause No. 2489.
versus	
Helen G. Tilghman, Frances E. Tilghman Walter B. Tilghman Clarence Tilghman Bishop The Centreville National Bank of Maryland, defendants.	

Ordered, this 6th day of September, in the year nineteen hundredand twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of this Court, that the sale referred to in the proceedings of the above cause, made by Helen B. Tilghman in her own right and as guardian of Richard Carmichael Tilghman and Carroll W.Tilghman, infants, and on their behalf, and by Helen G. Tilghman and Frances E. Tilghman, of the tract of land called Wyoming, and of the woodland on the road from the Queenstown-Wye Island to farm known as Dr. DeCoursey Farm, both situate in Wye Neck, in said County, unto Clarence Tilghman Bishop, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of November next; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of October next.
The bill of complaint states the amount of sales to be $15,500.00.

Lewin W. Wickes.

Copy Order Nisi on sales.
Filed Sept. 6th, 1923.

ORDER NISI.

Richard Carmichael Tilghman, Carroll Tilghman, their legal guardian, and said Helen B. Tilghman in her own right, plaintiffs.

vs.

Helen G. Tilghman, Frances E. Tilghman, Walter B. Tilghman, Clarence Tilghman Bishop, The Centreville National Bank of Maryland, defendants.

In the Circuit Court for Queen Anne's County, in Equity. Chancery Docket Cause No. 2489.

Ordered this 6th day of September, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity; and by the authority of this court, that the sale referred to in the proceedings ofthe above cause madeby HelenB. Tilghman in her own right and as guardian of Richard Carmichael Tilghman and Carroll W. Tilghman, infants and on their behalf, and by Helen G. Tilghman and Frances E. Tilghman of the tract of land called Wyoming, and of the woodland on the road from the Queenstown-Wye Island to farm known as Dr. DeCoursey Farm, both situate in Wye Neck, in said county, unto Clarence Tilghman Bishop be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of November next; provided a copy of this order be inserted in same newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of October next.
The bill of complaint states the amount of sales to be $15,500.00.

Lewin W. Wickes.
True Copy-Test:
J. F. Rolph, Clerk.

Filed Sept. 6th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 16th, 1923.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Richard Carmichael Tilghman et al vs. Helen G. Tilghman et al, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for each of four successive weeks before the 10th day of October in the year 1923.

The Centreville Record Publishing Co.

By L. E. HoPkins.

Filed Nov. 16th, 1923.

Decree of Court.

Filed Nov. 19th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Richard Carmichael Tilghman and Carroll W.Tilghman, infants, by Helen B. Tilghman, their legal guardian, and by said Helen B. Tilghman, in her own right, plaintiffs.	Chancery Docket, Cause No. 2489.
versus	
Helen G. Tilghman, Frances E. Tilghman, Walter B. Tilghman, The Centreville National Bank of Maryland, defendants.	

The above cause standing ready for hearing and being submitted with argument, the bill of complaint, and other proceedings of said cause, were read considered.

It is thereupon, on this 17th day of November, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said court, adjudged, ordered and decreed that the real estate mentioned in the proceedings of said cause be sold for the purpose of partition, free, clear and discharged of the mortgage, vendor's lien, dower right and any other incumbrance in the proceedings of said cause mentioned, and that Madison Brown, of said county, be and he is hereby appointed trustee to make said sale,

And it is further adjudged, ordered and decreed as follows:

That the contract of sale referred to in the proceedings of said cause made by Helen B. Tilghman in her own right and as the legal guardian of Richard Carmichael Tilghman and Carroll W.Tilghman, infants, and by Helen G. Tilghman and Frances E. Tilghman, of the tract of land called "Wyoming" situate in Wye Neck in the Fifth Election District of said county, and of the tract of woodland called "The Tilghman Woodland", also situate in Wye Neck aforesaid on the road branching from the Queenstown-Carmichael-Wye Island public road and leading to the Dr. DeCoursey Farm, described in the proceedings of said cause, unto Clarence Tilghman Bishop, the defendant, at and for the sum of fifteen thousand five hundred dollars, be and the same is hereby finally ratified and confirmed,

no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed on the sixth day of September, nineteen hundred and twenty three, in the above cause, in relation to the said contract of sale, by the said Court.

That said real estate be sold unto the said Clarence Tilghman Bishop at and for the sum of fifteen thousand five hundred dollars on the terms set forth in the bill of complaint

That on the payment to the said trustee by the said Clarence Tilghman Bishop of at least the sum of forty five hundred dollars in cash (five hundred dollars of the purchase having been heretofore paid by him, the said purchaser, according to the bill of complaint, unto the said Helen B. Tilghman), on account of the said purchase money, and upon the delivery to the said trustee by the said Clarence Tilghman Bishop of a purchase money mortgage on said real estateto be given as hereinafter setforth, securing the balance of the said purchase money not paid in cash, the said trustee, by a good and sufficient deed, to be executed and acknowledged agreeable to law by him, shall convey unto the said Clarence Tilghman Bishop, his heirs and assigns, the real estate so sold unto him, free, clear and discharged from all claim of all parties to this cause, and of any and every person or persons claiming by, from and under them or any of them, and free and clear of the said mortgage, vendor's lien, dower right and other incumbrance hereinbefore mentioned.

That the said purchase money mortgage shall cover all the real estatesold, shall be given for that part of the said purchase money not paid,in cash not to exceed ten thousand dollars, and shall provide for the payment of the debt to be secured thereby and the interest thereon, according to the terms of the contract as set forth in the bill of complaint, and shall be given by the said Clarence Tilghman Bishop, (in conjunction with his wife, if married), unto the said Madison Brown as the trustee appointed in this cause on the form of mortgage now in general use in said county.

That as soon as may be convenient after said sale and the settlement of said purchase money in the manner set forth, the said trustee shall return to this Court a full and particular account of the said sale and of the said settlement with an affidavit of the truth and fairness thereof annexed.

That the said trustee shall bring into this Court that part of the said purchase money which shall be paid to him by the said Clarence Tilghman Bishop and also the said purchase moneymortgage, if one shall be given, to be disposed of under thedirection of this Court, after deducting from the said purchase money to be paid to him as aforesaid, in cash, the costs of this cause and such commission to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his said trust.

That the said trustee before he shall proceed to carry out the provisions of this decree shall file with the clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with a surety or sureties to be approved by the said clerk or by this Court, in the penalty of the sum of Sixteen Thousand Dollars, if with a corporate surety, and double that amount if with personal

security, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future decree or order in the premises. And it is further adjudged, ordered and decreed, that the rights of the said lienors, that is to say; of the holders of the mortgage and of the vendor's lein mentioned in the proceedings of said cause, and the dower rights of Helen B. Tilghman as widow of Charles Carroll Tilghman mentioned in said cause, shall be protected in the distribution of the proceeds of the said sales.

Filed November 19th, 1923. Lewin W. Wickes.

Bond.

Certified Copy.

Filed Nov. 30, 1923.

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of November, in the year nineteen hundred and twentythree, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and the AMERICAN SURETY COMPANY of New York, a body corporate, created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of sixteen thousand dollars, lawful money of the United States to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty eighth day of November in the year nineteen hundred and twenty three.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date the 17th day of November, nineteen hundred and twenty three, and passed in a cause in said court wherein Richard Carmichael Tilghman and others are plaintiffs and Helen G. Tilghman andothers are defendants, and which bears the number 2489 Chancery, the above bound Madison Brown has been appointed a trustee to make sale of certain real sstate in the proceedings in said cause mentioned and to collect the proceeds of the sale of said real by said decree ratified and confirmed.

Now the condition of the above obligation is such, that if the above bound Madison Brown, do and shall, well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Mary E. Forman.

Madison Brown. (SEAL)

Corporate Seal's Place.

American Surety Company of New York.
By Paul N. Cherry
Pesident Vice-President.
(Paul N. Cherry)

Attest: C.H. Arnold.
Resident Asst. Secretary.
(C. H. Arnold)

On the back Of the aforegoing Bond was thus endorsed, to wit: Security approved and bond filed November 30th, 1923.

J. F. Rolph, Clerk.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 1, folio 45 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 30th day of Nov. in the year 1923.

J. F. Rolph, Clerk.

Report of Trustee.
Filed May 14th, 1924.

In the Circuit Court for Queen Anne's County, In Equity.

Richard Carmichael Tilghman, et al. Chancery Docket.

versus Cause,

Helen G. Tilghman, et. al. Number 2489.

To the Honorable, the Judges of said Court:

The report of Madison Brown, trustee appointed by the decree filed in the above cause, to make sale of the real estate decreed to be sold inthe above cause unto Your Honors respectfully sets forth:

1. That before proceedings to carry out the provisions of the said decree, thatistó say, on November 30, 1923, he filedwith the Clerk of this Court a bond to the State of Maryland executed by him, the said Madison Brown with the American Surety Company of New York (a corporation authorized by the law of the State of Maryland to become sole surety on bonds of trustees) in the penalty of the sum of sixteen thousand dollars, which bond, on the date of its filing, the said Clerk approved and accepted.

2. That on the first dayof December, 1923, your trustee sold unto Clarence T. Bishop, named in said decree, the land described in said decree, consisting of the tract of land called "Wyoming" situate in Wye Neck in the Fifth Election District of said county andof the tract of land called "The Tilghman Woodland" also situate in Wye Neck in said district, at and for the sum of fifteen thousand, five hundred dollars, the amount of the purchase money named in said decree.

3. That on the first day of December, 1923, the said Clarence T. Bishop paid unto your trustee the said sum of fifteen thousand dollarsin cash, together with three hundred and seventy five dollars as interest due byhim on the purchase money, that as will appear by reference to the proceedings and said Clarence T. Bishop had prior to the filing of the bill paid to Helen B. Tilghman five hundred dollars of the purchase price.

4. That on the first day of December, 1923, your trustee, having first filed the aforesaid bond and having first received of the said Clarence T. Bishop the full payment of the said fifteen thousand dollars (balance of purchase money due by said purchaser as aforesaid, granted and conveyed unto the said Clarence T. Bishop, his heirs and assigns, all the real estate so sold unto him, free, clear and discharged from all claim of all parties to the said cause and of any and every person or persons claiming by, from or under them or any of them and free and clear of the mortgage, vendor's lien and dower of right and other incumberance in said decree and proceedings of said cause mentioned, in accordance with the directions of said decree.

That the sum of five hundred dollars so paid to Helen B. Tilghman as above set forth has been paid by her to your trustee who now has in hand full purchase price of $15,500.00.

5. That the terms incident to said sale other than the terms hereinbefore set forth are the terms of sale mentioned in the bill of complaint filed in the cause.

6. That this trustee makes this report in accordance with the directions of said decree

7. That your trustee desires that an account may be stated between the proceeds of said sale and himself and to that end prays the Court to pass an order referring to the papers unto Madison B. Bordley, the special auditor of the Court, in order that said account may be stated.

Respectfully submitted. Madison Brown,
Trustee.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 14th day of May, in the year nineteen hundred and twenty four, before me, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, State of Maryland, personally appeared Madison Brown, trustee above named, and he made oath in due form of law that the matters and things set forth in the aforegoing report are true as therein stated to the best of his knowledge and belief.

B. Hackett Turner,
Clerk of the Circuit Court.

Filed May 14th, 1924.

Report and Account of Special Auditor.
Filed May 22nd, 1924.

In the Circuit Court for Queen Anne's County, in Equity;

Richard Carmichael Tilghman, et. al..	Chancery
versus	Docket,
Helen G. Tilghman, et. al.	Number 2489.

To the Honorable, the Judges of said Court:

The report of Madison B. Bordley, special auditor, unto Your Honors respectfully sets forth:

That it appears from the proceeding had in this cause that Charles Carroll Tilghman, deceased, was the owner at the time of his death, in the year 1907, of the land decreed in this cause to be sold; that said land at the time of the death of the said Charles Carroll Tilghman was subject to a mortgage from him andothers to one Laura Going, dated May 6, 1901, and that said mortgage at the time of the sale of this cause was unpaid, was held by the Centreville National Bank of Maryland as security for thenote of Helen B. Tilghman and was owned by the said Helen B. Tilghman subject to the said claimof the bank; that the amount due on said mortgage at the time of the sale was $4,080.00.

That it appears from the proceedings of the cause that Walter B. Tilghman held at the time of the death of the said Charles Carroll Tilghman a vendor's lien on the land sold and that said lien was unpaid at the time of the sale of this cause.

That it appears from the proceedings of the cause that the said Helen B. Tilghman at the time of the sale of said cause was the owner to the extent of one undivided fifth part of the land sold (see paragraphs 18, 20 and 21 of the bill of complaint), and that she was at the time of the sale entitled to dower as the widoe of the said Charles Carroll Tilghman in that four fifths part of the land sold owned by her four children (see paragraphs 17, 18, 19, 20 and 21 of the bill of complaint.)

That the ownership of the said land by the heirs at law of the said Charles Carroll Tilghman at the time of said sale was subject to said mortgage, vendor's lien and dower.

That in the within account stated by this auditor the trustee of the cause is charged with the full amount of the purchase money paid by Clarence T. Bishop, the purchaser of said land and is then thereout allowed the court cost of the cause, costs of advertising the several orders nisi of the cause, and the amount of his bond filed by said trustee; he is also allowed the amount due the Centreville National Bank under said mortgage and the amount due Helen B. Tilghman under said mortgage for the use of the said Helen B. Tilghman the amount due Walter B. Tilghman under his vendor's lien and the amount of the commissions of the trustee.

That after these allowances there remains out of said sale the sum of $8,074.80, and this sum is distributed in the within account in the following manner; there is allowed unto the said Helen B. Tilghman, one fifth of said sum as the heir at law of her son, Lockerman G. TiLghman, who died March 2, 1920 intestate (see paragraph 20 ofthe bill of complaint); that there is allowed out of the four fifths of said sum of $8,074,80 unto the said Helen B. Tilghman, in lieu of her dower, one ninth or $717.76; that the said four fifths less the sum allowed thereout as dower is then divided among the four children and heirs at law of Charles Carroll Tilghman in equal parts.

Respectfully submitted.

M.B. Bordley,
Special Auditor.

May 12, 1924.

The proceedsof the sales of the real estate of Charles Carroll Tilghman, deceased, in account with Madison Brown, trustee.

Cr.

1923. Dec. 1	By gross proceeds of sale, per report of trustee filed, to wit:		$15,500.00

Dr.

1923. Dec. 1	To Madison Brown, trustee, for his commissions per rule of Court, the sum of	$665.00	
	To do., for Court costs of suit per statement of Clerk of Court, as follows:		
	Costs due Clerk, $39.50		
	Costs C. E. Tucker, examiner, 12.00		
	Appear. fee plaintiff's attorney, 10.00		
	Witnesses before examiner, 3.75	65.25	
	To do., for costs of advertising order nisi passed on bill of complaint, per bill for same,	12.50	
	To do., for costs of his bond with corporate surety thereon paid said surety, per receipted account,	48.00	
	To do., for amount paid Centreville National Bank, assignee of mortgage from Charles C. Tilghman to Laura A. Going, in settlement of amount due bank under assignment, per mortgage and statement thereon and receipt appear, towit:	2,269.48	
	To do., for the amount due Helen B. Tilghman (to be paid her) also assignee of said mortgage in settlement of amount due her under said mortgage, to wit:	1,810.52	
	To do., for amount of vendor's lien on land sold, due to Walter B. Tilghman and paid by trustee to him per release from Walter B. Tilghman filed, to wit:	2,537.95	
	To do., for the costs of advertising the order nisi to be passed in relation to this account and report, to wit:	3.00	
	To Madison B. Bordley, special auditor for stating this account, to wit:	13.50	
	To balance, to wit:	8,074.80	
		$15,500.00	$15,500.00

Cr.

By amount brought forward, to wit:		$8,074.80

Dr.

To Helen B. Tilghman as heir at law of Leckerman G. Tilghman, (see par. 20 and par. 21 of bill of complaint) 1/5 of above balance, to wit:	$1,614.96	
To Helen B. Tilghman as widow of Charles Carroll Tilghman, in lieu of her dower and interest in 4/5 of land sold, (see par. 21, par. 24, and par. 27 of bill of complaint) 1/9 of 4/5 of $8,074.80 or 1/9 of $6,459.84.	717.76	

To Helen G. Tilghman, child of Charles Carroll Tilghman, the sum of	$1,435.52	
To Frances Elizabeth Tilghman, child of Charles Carroll Tilghman, the sum of	1,435.52	
To Richard Carmichael Tilghman, child of Charles Carroll Tilghman, the sum of	1,435.52	
To Carroll W. Tilghman, child of Charles Carroll Tilghman, the sum of	1,435.52	
	$8,074.80	$8.074.80

May 13, 1924.

M.B. Bordley,
Special Auditor.

Ordered, on this twenty second day of May, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing petition that the papers and proceedings of the above entitled cause be and the same are hereby referred unto Madison B. Bordley, the special auditor of this Court, with instructions to him to state and return to this Court an account between the proceeds of the sale mentioned in the aforegoing petition and Madison Brown, the trustee named therein, in accordance with the terms of said decree relating to the rights of the holders of the mortgage, the vendor's lien, and the dower mentioned in the proceedings of said cause and in accordance with the terms of the bill of complaint and other proceedings of the cause as to the rights of the other parties to the cause.

Filed May 28th, 1924.

Thomas J. Keating.

NISI RATIFICATION OF AUDIT.

Richard Carmichael Tilghman et.al.

vs.

Helen Tilghman,

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2489 Chy.

ORDERED, This 27th day of May in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by M. B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of June, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of June, 1924 in some newspaper printed and published in Queen Anne's County.

Filed May 27th, 1924.

B. Hackett Turner, Clerk.

Certificate of Publication of Ratification of Audit.

Richard Carmichael Tilghman, et al. vs. Helen Tilghman.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2489 Chancery.

Ordered, This 24th day of May, in the year nineteen hundred and twenty four, that the Report and Account filed in these proceedings by M. B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of June, 1924, provided a copy of this order be published once a week in each of two successive weeks before the 18th day of June, 1924, in seom newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

True Copy
Test: B. Hackett Turner, Clerk.

Filed May 24, 1924.

THE CENTREVILLE RECORD.

Centreville, Md., July 12th, 1924.

The Centreville Record Publishing Co., hereby certifies that the Nisi Ratification of Audit in the case of Tilghman vs. Tilghman, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two consecutive weeks before the 18th day of June in the year 1924.

The Centreville Record Publishing Co.

Filed July 12th, 1924. By W. F. Reed.

Ordered, on this twelfth dayof July, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, that the within and aforegoing report and account of Madison B. Bordley, special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed in this cause May 27, 1924, in relation to said report and account; and it is further ordered that Madison Brown, the trustee of said cause, be and is hereby directed to apply the proceeds of said sales in accordance with said report and account with a due proportion of interest on credit sales to the trustees commissions and the shares of the representatives or distributees.

Thomas J. Keating.

Filed July 12th, 1924.

Petition of Helen B. Tilghman,
Guardian of Carroll W. Tilghman.

Filed July 29th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

Richard Carmichael Tilghman, et, al,	Chancery
versus	Docket
Helen G. Tilghman, et, al.	Cause Number 2489.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The petition of Helen B. Tilghman, guardian of Carroll W. Tilghman, (infant party to above cause) unto Your Honours respectfully sets forth:-

1. That the said Carroll W. Tilghman is an infant under eighteen years of age, and will not be eighteen years old until the thirty first day of December next.

2. That your petitioner was appointed guardian on or about the 6th day of May, 1908, by the Orphans' Court of said county of the said Carroll W. Tilghman, and has filed in said Court the following bonds (all duly approved by said Court), to wit:

First; One or about May 6, 1908, a bond as guardian of the said infant and of her five brothers and sisters (all being included in the one bond) in the penalty of $2000.00, dated May 6, 1908, with Mary C. Goldsborough and William McKenney as sureties thereon.

Second; On July 29th, 1924, a bond as guardian of the said Carroll W. Tilghman, and also as guardian of the said Richard Carmichael Tilghman (both wards in one bond) in the penalty of $3000.00 dated July 29, 1924, and with the AMERICAN SURETY COMPANY OF NEW YORK as surety thereon (see the certificate of the Register of Wills herewith attached as part hereof).

3. That the said Richard Carmichael Tilghman is yet an infant under the jurisdiction of the Orphans' Court aforesaid; that Charles C. Tilghman and Lockerman G. Tilghman have been dead some years; that Helen G. Tilghman and Frances E. Tilghman are of full age and

4. That your petitioner has received from date of her appointment to the dateof the filing of thispetition the sum of $1728.37 as the entire estate, principal, interest and income from all sources, of her said ward.

5. That your petitioners filed in the Orphans' Court of said county on July 29, 1924, her first account as said Guardian, in which she is charged with said sum of $1782.37, and in which she is allowed but one item; the sum of $2217.91 on account (only and not in full) of the maintenance furnished by her for said ward for 16 years (from May 6, 1908 to May 6, 1924) so that by said account there is due to your petitioner an over payment of $435.54.

6. That said allowance is greatly under the actual cost of said maintenance being at rate of $11.55 per month only.

7. That by the audit filed in above cause there is distributed unto the said Carroll W. Tilghman the sum of $1435.52, yet remaining in the hands of the trustee unpaid.

8. That this sum ($1435.52) with some savings bank interest thereon, is all the money orproperty of the said ward yet to come into the hands or possession of your petitioner, to the best of his knowledge and belief.

9. That your petitioner is advised that she is entitled to have sum of $1435.52 paid unto her, provided that this Honourable Court shall deem her said bonds, or one of them sufficient in amount and security to protect her said ward in the premises.

10. That in view of the facts hereinbefore set forth your petitioner respectfully suggests that the said guardian bonds are, or at least, the last one filed by her is sufficient in amount and in security for the protection of the said Carroll W. Tilghman in the premises.

Your petitioner therefore prays this Honourable Court to pass an order ordering and directing Madison Brown, trustee of above cause, to pay unto her the said sum of $1435.52, together with whatever interest he may have received thereon.

Respectfully submitted:

Helen B. Tilghman
Guardian of Carroll W. Tilghman.

STATE OF MARYLAND_ QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty ninth day of July, in the year nineteen hundred and twenty four, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Helen B. Tilghman, guardian of Carroll W. Tilghman, and she did make oath in due form of law that the matters and things set forth are true to the best of her knowledge and belief.

Filed July 29th, 1924. B. Hackett Turner, Clerk.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY: SCT:

The Register Of Wills for Queen Anne's County aforesaid doeshereby certify thatit doth appear from the records of his office and the records of the Orphans' Court of said county as follows, to wit:

That Helen B. Tilghman was appointed on May 6, 1908, by the Orphans' Court of Queen Anne's County the legal guardian of Richard Carmichael Tilghman, Carroll W. Tilghman, Helen G. Tilghman, Frances E. Tilghman, Charles C. Tilghman and Lockerman G. Tilghman, and that she did file in said Orphans' Court her bond as guardian of said infants, dated May 6, 1908, in the penalty of $2000.00 with William McKenney and Mary C. Goldsborough as sureties thereon.

That the said Helen B. Tilghman did file pursuant to the order and direction of the Orphans' Court of Queen Anne's County aforesaid, in said court on July 29, 1924, and additional bond as the guardian of the said Richard Carmichael Tilghman and Carroll W. Tilghman (but not for any of the other above named infants) in the penalty of ($3000.00) three thousand dollars, with the AMERICAN SURETY COMPANY OF NEW YORK as surety thereon and bearing date July 29, 1924, which bond the said court did accept and approve

And the Register of Wills aforesaid doth further certify that it does not appear fromthe records above mentioned that said guardianship has been revoked but that it doth appear that the same remains in full force.

In witness whereof the Register of Wills aforesaid does hereunto affix his seal and subscribe his name this twenty ninth day of July in the year nineteen hundred and twenty four.

Wm. T. Bishop.
Register of Wills.

Filed July 29th, 1924.

The aforegoing petition and certificate of the Register of Wills thereunto attached have been read and considered.

It is therefore thereupon on this 29th dayof July in the year nineteen hundred and twenty four, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, that Madison Brown, the trustee of the above entitled cause, be and hetis hereby ordered and directed to pay unto Helen B. Tilghman, the guardian of Carroll W. Tilghman, the sum of fourteen hundred and thirty five dollars and fifty two cents, ($1435.52) the amount of money distributed by the audit filed in the above cause unto the said Carroll W. Tilghman as her share of the proceeds of the sales of the real estate made in the above entitled cause, together with all interest on credit sales or savings banks deposit received or to be received by the said trustee, less however, the costs incident to the preparation, filing, and recording of this petition, which costs the said trustee, is hereby directed to pay out of the sum of money above mentioned.

And it is further ordered that Madison Brown, attorney preparing and filing the aforegoing petition, be and he is hereby allowed as part of the costs abovementioned the sum of Ten Dollars for his services in preparing and filing said petition.

Filed July 31st, 1924. Thomas J. Keating.

Petition of Helen B. Tilghman, guardian of Richard Carmichael Tilghman, to have trustee pay toher ward's share in sales of land.

Filed July 29th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

Richard Carmichael Tilghman, et, al,	Chancery
versus	Docket
Helen G. Tilghman, et al.	Cause Number 2489.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The petition of Helen B. Tilghman, guardian of Richard Carmichael Tilghman, (infant party to above cause) unto Your Honors respectfully sets forth:

1. That the said Richard Carmichael Tilghman is an infant under 21 years of age, and will not be 21 years old until the twentieth day of August, 1925, (next year).

2. That your petitioner was appointed guardian on or about the 6th day of May, 1908, by the Orphans' Court of said county of the said Richard Carmichael Tilghman, andhas filed in said Court the following bonds (all duly approved by said Court), to wit:

First: On or about May 6, 1908, a bond as guardian of the said infant and of his five brothers and sisters (all being included in the one bond) in the penalty of $2000.00, dated May 6, 1908, with Mary C. Goldsborough and William McKenney as sureties thereon.

Second: On July 29, 1924, a bond as guardian of Carroll W. Tilghman, and also as guardian of the said Richard Carmichael Tilghman (both wards in one bond) in the penalty of $3000.00, dated July 29, 1924, and with the AMERICAN SURETY COMPANY OF NEW YORK as surety thereon. (see the certificare of the Register of Wills herewith attached as part hereof).

3. That the said Carroll Tilghman is yet an infant under the jurisdiction of the Orphans' Court aforesaid; that Charles C. Tilghman and Lockerman G. Tilghman have been dead some years; that Helen G. Tilghman and Frances E.Tilghman are of full age and

4. That your petitioner has received from date of her appointment to the date of the filing of this petition the sum of $1782.37 as the entire estate, principal, interest and income from all sources of her said ward.

5. That your petitioner filed in the Orphans' Court of said county on July 29, 1924, her first account as said guardian, in which she is charged with said sum of $1782.37, and in which she is allowed but one item; thesum of $2217.92 on account (only and not in full) of the maintenance furnished by her for said ward for 16 years (from May 6, 1908 to May 6, 1924) so that by said account there is due to your petitioner an over payment of $435.54.

6. That said allowance is greatly under the actual cost of said maintenance being at rate of $11.55 per month only.

7. That by the audit filed in above cause there is distributed unto the said Richard Carmichael Tilghman the sum of $1435.52, yet remaining in thehands of the trustee unpaid.

8. That this sum ($1435.52) with some savings bank interest thereon, is all the money or property of the said ward yet to come into the hands or possession of your petitioner, to the best of his knowledge and belief.

9. That your petitioneris advised that she is entitled to have sum of $1435.52 paid unto her, provided that this Honorable Court shall deem her said bonds, or one of them sufficient in amount and security to protect her said ward in the premises.

10. That in view of the facts hereinbefore set forth your petitioner respectfully suggests that the said guardian bonds are, or at least, the last one filed by her is sufficient in amount and in security for the protection of the said Richard Carmichael Tilghman in the premises.

Your petitioner therefore prays this Honourable Court to pass an order ordering and directing Madison Brown, trustee of above cause, to pay unto her the said sum of $1435.52, together with whatever interest he may have received thereon.

Respectfully submitted:

Helen B. Tilghman.
Guardian of Richard Carmichael
Tilghman.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty ninth day of July, in the year nineteen hundred and twenty four, before me, the subscriber, the Clerkof the Circuit Court for Queen Anne's County, personally appeared Helen B. Tilghman, guardian of Richard Carmichael Tilghman, and she did make oath in due form of law that the matters and things set forth are true to the best of her knowledge and belief.

Filed July 29th, 1924. B. Hackett Turner, Clerk.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY; SCT:

The Register of Wills for Queen Anne's County aforesaid does hereby certify that it doth appear from the records of his office and the records of the Orphans' Court of said county as follows, to wit:

That Helen B. Tilghman was appointed on May 6, 1908, by the Orphans' Court of Queen Anne's County the legal guardian of Richard Carmichael Tilghman, Carroll W. Tilghman, Helen G. Tilghman, Frances E. Tilghman, Charles C. Tilghman and Lockerman G. Tilghman, and that she did file in said Orphans' Court her bond as guardian of said infants, dated May 6, 1908, in the penalty of $2000.00 with William McKenney and Mary C. Goldsborough as sureties thereon.

That the said Helen B. Tilghman did file pursuant to the order and direction of the Orphans' Court of Queen Anne's County aforesaid, in said court on July 29, 1924, and additional bond as the guardian of the said Richard CarmichaelTilghman and Carroll W. Tilghman (but not for any of the other above named infants) in the penalty of $3000.00, three thousand dollars, with the AMERICAN SURETY COMPANY OF NEW YORK as surety thereon and bearing date July 29, 1924, which bond the said court did accept and approve.

And the Register of Wills aforesaid doth further certify that it does not appear from the records above mentioned that said guardianship has been revoked but that it doth appear that the same remains in full force.

In witness whereof the Register of Wills aforesaid does hereunto affix his seal and subscribe his name this twenty ninth day of July in the year ninteen hundred and twenty four.

Seal. Wm. T. Bishop.
Register of Wills.

The aforegoing petition and certificate of the Register of Wills thereunto attached have been read and considered.

It is therefore thereupon, on this 29th day of July in the year nineteen hundred and twenty four, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, that Madison Brown, the trustee of the above entitled cause, be and he is hereby ordered and directed to pay unto Helen B. Tilghman, the guardian of Richard Carmichael Tilghman, the sum of fourteen hundred and thirty five dollars and fifty two cents, ($1435.52) the amount of money distributed by the audit filed in the above cause unto the said Richard. Carmichael Tilghman as his share of the proceeds of the sales of the real estate made in the above entitled cause, together with all interest on credit sales or savings banks deposit received or to be received by the said trustee, less however, the costs incident to the preparation, filing, and recording of this petition, which costs the said trustee is hereby directed to pay out of the sum of money above mentioned.

And it is further ordered that Madison Brown, attorney preparing and filing the aforegoing petition, be and he is hereby allowed as part of the costs above mentioned the sum of Ten Dollars for his services in preparing and filing said petition.

Filed July 31st, 1924. Thomas J. Keating.

Queen Anne's County, to wit: Be it remembered that on the 3rd day of August in the year nineteen hundred and twenty three, the following Bill of Complaint was brought to be recorded, to wit:
Bill of Complaint.

Filed Aug. 3rd, 1923.

Anna. P. Faulkner,
Joseph M. George,
Plaintiffs,

vs.

Harriett Faulkner,
Infant, Defendant.

In the Circuit Court for
Queen Anne's County,
in Equity.

To the Honorable, the Judges of said Court:

The bill of complaint of Anna P. Faulkner and Joseph M. George, to your Honors, respectfully sets forth:

1. That C. Harvey Faulkner, deceased, who departed this life intestate, and who at the time of his death in the year 1917 was a resident of Queen Anne's County, Maryland, and was seized and possessed of a lot of land 105 feet long and 43 feet wide, improved by a blacksmith shop on Church Street, in the town of Sudlersville, Queen Anne's County aforesaid, which was conveyed to the said C. Harvey Faulkner by John E. George and wife by deed dated August the 14th, nineteen hundred and thirteen---------- --- and recorded in Liber W.F.W. No. 4, folio 59, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as a part hereof and marked "Exhibit A".

2. That said C. Harvey Faulkner is survived by his widow, said Anna P. Faulkner, who resides in Wilmington, in the State of Delaware, and an infant daughtef, said Harriett Faulkner, the defendant, who resides with her mother, said Anna P.Faulkner, the defendant, who resides with her mother, said Anna P. Faulkner, who is the natural guardian of Harriett Faulkner, the infant defendant; in the City of Wilmington aforesaid, and left no other descendants or heirs at law; that upon the death of said C. Harvey Faulkner as aforesaid the title to the above mentioned lot of land devolved upon and vested in your complainant, said Anna P. Faulkner, to the extent of an undivided one third interest therein, and the defendant, said Harriett Faulkner, to the extent of an undivided two thirds interest therein.

3. That your complainant, Anna P. Faulkner, for and on behalf ofthe infant defendant, Harriett Faulkner, on the 6th of February, 1923, sold to the complainant, Joseph M. George, the above mentioned lot of land improved by a blacksmith shop for $600.00 which is a fair and fully adequate price; that a contract hath been made by and between the complainants, for and on behalf of the infant defendant, Harriett Faulkner, for the sale of said lot of land to the complainant, Joseph N. George, at and for the sum of $600.00 for the whole lot; that said contract entered into by the complainants for the sale of said lot of land as aforesaid, is for the interest and advantage of said infant, Harriett Faulkner, and of the other person, Anna P. Faulkner, interest therein.

4. That said lot of land cannot be divided without loss or injury to the parties interested therein.

TO THE END THEREFORE:

(1) That said real estate may be sold under the decree of this Court for the purpose of the partition of the proceeds of sales among the parties entitled thereto.

(2) That the said contract of sale may be ratified and confirmed by this Honorable Court.

(3) That a trustee may be appointed to convey said real estate unto the said purchaser, Joseph M. George, his heirs and assigne, after being satisfied of the full payment of the purchase money by him, by a good and sufficient deed, free, clear and discharged of all the rights, claims and interest of all the parties to this bill of complaint and this cause.

(4) That said trustee to be so appointed may be clothed with power and authority to collect and receive said purchase money and directed to bring the same into this Court for distribution under its orders.

(5) That as your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the order of publication giving notice to the said Harriett Faulkner, an infant, of the State of Delaware as aforesaid, who is a non-resident of this State, of the object and substance of this bill, and warning her to appear in this court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any she has, why a decree ought not to pass as prayed.

And as in duty bound, etc.

Anna P. Faulkner.

Jos. M. George.

Plaintiffs.

Witness as to
Anna P. Faulkner:

C. T. Parks.

Witness as to Joseph
M. George:

J. N. Hardesty.

H. B. W. Mitchell,
Solicitor for Plaintiffs.

Certificate and Affidavit of

James T. Knotts and J. Wesley McKnett.

Filed August 3rd, 1923.

Sudlersville, Md., June 14th, 1923.

We, the undersigned, James T. Knotts and J. Wesley McKnett, of Sudlersville, Queen Anne's County, Maryland, hereby certify that we know the property consisting of a lot of land 105 feet long and 43 feet wide on Church Street, in the town of Sudlersville aforesaid and improved by a blacksmith shop, and which was owned by Harvey Faulkner at the time of his death; that we are familiar with the value of properties in said town of Sudlersville, and that, in our opinion, $600.00 is a fair and fully adequate price for the above mentioned lot of land and is as much as or more than said lot of land would bring if sold at public sale.

Witness:

G. C. Milbourn.

James T. Knorrs.

John F. Stokes.

J. Wesley McKnett.

Subscribed and sworn to before me this 14th day of June, 1923.

Notary Public
Seal.

John F. Stokes.
Notary Public.

Certificate and affidavit of
Samuel C. Faulkner.

Filed August 3rd, 1923.

I, the undersigned, Samuel C. Faulkner, of Rising Sun, Delaware, formerly of Marydel, Maryland, hereby certify that I know the property consisting of a lot of land 105 feet deep and 43 feet wide on Church Street, in the town of Sudlersville, Queen Anne's County, Maryland, and improved by a blacksmith shop, and which was owned by Harvey Faulkner, at the time of his death; and that said Harvey Faulkner, deceased, was my son and his infant daughter, Harriett, is my grand daughter; that $600.00 would be a fair and fully adequate price for the above mentioned lot of land and as much or more that it would sell for at public sale; that I am familiar with the circumstances and conditions of Anna P. Faulkner, the widow, and Harriett Faulkner, the infant daughter of the said Harvey Faulkner, deceased, and in my opinion, it would be for the interest and advantage of the said infant and also of the said Anna P. Faulkner for the court to confirm the sale of said lot of land for the said sum of $600.00, in order that said sale may be consumated.

Dated this 22nd day of June, 1923.

Witness: Samuel C. Faulkner (SEAL)

Chas. Dupont Ridgely.

Subscribed and sworn to before me, this 22nd day of June, 1923.

Notary Public
Seal.

Chas. DuPont Ridgely.
Notary Public.
Camden, Delaware.

Exhibit "A".
Filed August 3rd, 1923.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fifteenth day of September, in the year nineteen hundred and thirteen, the following DEED was brought to be recorded, to wit:-

THIS DEED made this 14th day of August, in the year nineteen hundred and thirteen, by John E. George and Elvira George, his wife, both of Queen Anne's County, in the State of Maryland

WITNESSETH that for and in consideration of the sum of Four Hundred and Eighty Dollars ($480.00) received from C. Harvey Faulkner, the said John E. George and the said Elvira George, his wife, do hereby grant and convey to the said C. Harvey Faulkner, his heirs and assigns, in fee simple, the following real estate to wit:-

ALL that lot or parcel of land being a part of the William Chance Lot on which a blacksmith shop now stands, situate in the town of Sudlersville, Queen Anne's County, Maryland, on the east side of Church Street, being the road leading from the Four Corners in Sudlersville towards Barclay with a frontage on said Street of forty three feet and with a depth back from said Street of one hundred and five feet adjoining on the north the property of Samuel C. Faulkner, adjoining on the south other property of the said John E. George and adjoining on the east the property of the John Hackett Heirs and the property of Spencer Walls, the lot hereby granted being a part of a lot devised to the said John E. George by the last will and testament of his father, Joseph E. George, late of Queen Anne's County, deceased, duly admitted to probate and now of record among the Will Record Books for Queen Anne's County, Maryland, now on file in the office of the Register of Wills for the said Queen Anne's County.

TOGETHER with the building and improvements thereon erected and being and all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining.

AND the said John F. George does hereby covenant that he will warrant specially the above described property and that he will execute such other and further assurances of title thereto as may be or become requisite or necessary.

Witness the hands and seals of the Grantors the day and year first above.

Test:- JOHN E. GEORGE (SEAL)

JOHN F. STOKES. ELVIRA GEORGE (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 14th day of August in the year nineteen hundred and thirteen, before me, the subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared John E. George and Elvira George, his wife, the Grantors above named and each acknowledge the aforegoing Deed to be their respective act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

Seal.

JOHN F. STOKES (SEAL)

Notary Public.

State of Maryland, Queen Anne's County to wit:-

I hereby certify that the aforegoing is truly taken and copied from the Liber W.F.W. No. 4, folio 59, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court of Queen Anne's County this 3rd day of August, 1923.

J. F. Rolph,
Clerk.

ORDER OF PUBLICATION.
Filed August 21st, 1923.

Anna P. Faulkner,
Joseph M. George,
Plaintiffs.
vs.
Harriett Faulkner,
Infant, Defendant.

In the Circuit Court for Queen Anne's County, in Equity. No.

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, in this state for the purpose of partition of the proceeds of sales among the parties entitled thereto. (2) That the contract of sale heretofore made and entered into for the sale of said property may be ratified and confirmed by this Honorable Court. (3) That a trustee may be appointed to convey said property, consisting of real estate, unto the purchaser thereof, Joseph M. George, his heirs and assigns, after being satisfied of the full payment of the purchase money by him, by a good and sufficient deed, free, clear and discharged of all the rights, claims and interests of all the parties to this cause, and (4) that said trustee to be so appointed may be clothed with power and authority to collect and receive said purchase money and directed to bring the same into this Court for distribution under its orders, and (5) for general relief.

The bill states:

1. That C. Harvey Faulkner, deceased, who departed this life intestate, and who at the time of his death in the year 1917, was a resident of Wilmington, Delaware, and was seized and possessed of a lot of land 105 feet long and 43 feet wide, improved by a blacksmith shop, on Church Street in the town of Sudlersville, Queen Anne's County aforesaid, which was conveyed to the said C. Harvey Faulkner by John E. George and wife by deed dated August 14th, 1913, and recorded in Liber W.F.W. No. 4, folio 59, a land

record book for Queen Anne's County, a certified copy of said deed being filed herewith as a part hereof and marked "Exhibit A".

2. That said C. Harvey Faulkner is survived by his widow, said Anna P. Faulkner, who resides in Wilmington, in the State of Delaware, and an infant daughter, said Harriett Faulkner, the defendant, who resides with her mother, said Anna P. Faulkner, in the City of Wilmington aforesaid, and left no other descendants or heirs at law; that upon the death of said C. Harvey Faulkner as aforesaid the title to the above mentioned lot of land devolved upon and vested in your complainant, said Anna P. Faulkner, to the estent of an undivided one third interest therein, and the defendant, said Harriett Faulkner, to the extent of an undivided two thirds interest therein.

3. That your complainant, Anna P. Faulkner, for and on behalf of the infant defendant, Harriett Faulkner, on the 6th day of February, 1923, sold to the complainant, Joseph M. George, the above mentioned lot of land improved by a blacksmith shop for $600.00, which is a fair and fully adequate price; that a contract hath been made by and between the complainants, for and on behalf of the infant defendant, Harriett Faulkner, for the sale of said lot of land to the complainant, Joseph M. George, at and for the sum of $600.00 for the whole lot; that said contract entered into by the complainants for the sale of said lot of land as aforesaid is for the interest and advantage of said infant, Harriett Faulkner, and of the other person, Anna P. Faulkner, interested therein.

4. That said lot of land cannot be divided without loss or injury to the parties interested therein.

It is thereupon, this 21st day of August, 1923, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof adjudged and ordered that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 25th of September, 1923. Give notice to the said absent defendant, Harriett Faulkner, infant, of the object and substance of this bill, and warn her to appear in this Court in person or by solicitor on or before the 12th of October next, to answer the premises and show cause, if any she has, why a decree ought not to pass as prayed.

J. F. Rolph,
Clerk.

Order Of Publication.

Filed August 21st, 1923.

Anna P. Faulkner, Joseph M. George, Plaintiffs, vs. Harriett Faulkner, Infant, Defendant.	In the Circuit Court for Queen Anne's County, in Equity. No.

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, in this state for the purpose of partition of the proceeds of sales among the parties entitled thereto. (2) That the contract of sale heretofore made and entered into for the sale of said property may be ratified and confirmed by this Honorable Court. (3) That a trustee may be appointed to convey said property, consisting of real estate, unto the purchaser thereof, Joseph M. George, his heirs and assigns, after being satisfied of the full payment of the purchase money by him, by a good and sufficient deed, free, clear and discharged of all the rights, claims and interest of all the parties to this cause, and (4) that said trustee to be so appointed may be clothed with power and authority to collect and receive said purchase money and directed to bring the same into this Court for distribution under its orders, and (5) for general relief.

The bill states:

1. That C. Harvey Faulkner, deceased, who departed this life intestate, and who at the time of his death in the year 1917, was a resident of Wilmington, Delaware, and was seized and possessed of a lot of land 105 feet long and 43 feet wide, improved by a blacksmith shop, on Church Street in the town of Sudlersville, Queen Anne's County aforesaid, which was conveyed to the said C. Harvey Faulkner by John E. George and wife by deed dated August 14th, 1913, and recorded in liber W. F. W. No. 4, folio 59, a land record book for Queen Anne's County, a certified copy of said deed being filed herewith as a part hereof and marked "Exhibit A."

2. That said C. Harvey Faulkner is survived by his widow, said Anna P.Faulkner, who resides in Wilmington, in the State of Delaware, and an infant daughter, said Harriett Faulkner, the defendant, who resides with her mother, said Anna P.Faulkner, in the City of Wilmington aforesaid, and left no other descendants or heirs at law; that upon the death of said C. Harvey Faulkner as aforesaid the title to the above mentioned lot of land devolved upon and vested in your ocmplainant, said Anna P. Faulkner, to the extent of an undivided one third interest therein, and the defendant, said Harriett Faulkner, to the extent of an undivided two thirds interest therein.

3. That your complainant, Anna P. Faulkner, for and on behalf of the infant defendant, Harriett Faulkner, on the 6th of February, 1923, sold to the complainant, Joseph M. George, the above mentioned lot of land improved by a blacksmith shop for $600.00, which is a fair and fully adequate price; that a contract hath been made by and between the complainants, for and on behalf of the infant defendant, Harriett Faulkner, for the sale of said lot of land to the complainant, Joseph M. George, at and for the sum of $600.00 for the whole lot; that said contract entered into by the complainants for the sale of said lot of land as aforesaid is for the interest and advantage of said infant, Harriett Faulkner, and of the other person, Anna P. Faulkner, interested therein.

4. That said lot of land cannot be divided without loss or injury to the parties interested therein.

It is thereupon this 21st day of August, nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof adjudged and ordered that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 25th of September nineteen hundred and twenty three. Give notice to the said absent defendant, Harriett Faulkner, infant, of theobject and substance of this bill, and warn her to appear in this court in person or by solicitor on or before the 12th of October next, to answer the premises and show cause, if any she has, why a decree ought not to pass as prayed.

J. F. Rolph, Clerk.

True Copy
Test: J. F. Rolph.

On the back of the foregoing Order was thus endorsed, to wit:

I hereby certify that I, Sanford E. Spry, Sheriff of Queen Anne's County, Maryland, the undersigned, did on the twenty first day of August, nineteen hundred and twenty three personally serve the within and aforegoing copy of order of publication upon Harriett Faulkner, infant, the daughter of C. Harvey Faulkner, deceased and Anna P. Faulkner, the absent defendant named therein at Centreville, Queen Anne's County, Maryland, by reading to her and to her mother the said Anna P. Faulkner, the said copy of order of publication and immediately after reading to them the said copy as aforesaid by leaving with the said Anna P. Faulkner, the mother and natural guardian of said infant defendant, Harriett Faulkner, a copy of said order of publication for said infant, the aforesaid copy so left by me as aforesaid being certified to bythe clerk of the Circuit Court, for Queen Anne's County, from whom I procured the said within and aforegoing copy of order of publication as well as the said copy thereof left by me as aforesaid and I further certify that the said order of publication was served by me as aforesaid upon said Harriett Faulkner, infant, being said absent defendant, on the twenty first day of August, nineteen hundred and twenty three, more than one month before the twelfth day of October, nineteen hundred and twenty three, the day fixed for the appearance of the said absent defendant in the said order of publication.

Filed Aug. 21st,1923.

Sanford E. Spry.
Sheriff.

Petition for appointment of guardian ad litem and order of Court thereon.

Filed November 27th, 1923.

Anna P. Faulkner, Joseph M. George, Plaintiffs, vs. Harriett Faulkner, Infant, Defendant.	In the Circuit Court for Queen Anne's County, in Equity. No. 2505.

To the Honorable, the Judges of said Court:

The petition of Anna P. Faulkner and Joseph M. George, the plaintiffs in the above entitled cause, unto your Honors respectfully sets forth:

1. That in the process, the order of publication, heretofore issued in above entitled cuase for Harriett Faulkner, infant, defendant of above cause, has been duly returned served.

2. That the said infant defendant has no legal guardian residing within the jurisdiction of this Court; that it is necessary that some person be appointed by this Honorable Court the guardian ad litem of said infant defendant to answer and defend this suit for her.

3. Your petitioner, therefore, prays your Honors to pass an order appointing some person guardian ad litem for said infant defendant to answer and defend this suit for her.

Respectfully submitted.

H. B. W. Mitchell,
Attorney for Plaintiff.

State of Maryland, Queen Anne's County, to wit:
I hereby certify that on this 23rd day of November, nineteen hundred and twenty three, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Joseph M. George, one of the plaintiffs, and made oath that the matters and things stated in the aforegoing and annexed petition were true as therein set forth.

Notary Public
Seal.

John F. Stokes.
Notary Public.

It is on this seventh day of December in the year nineteen hundred and twenty three, ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the aforegoing petition, that Richard T. Earle be and he is hereby appointed guardian ad litem for Harriett Faulkner, infant defendant of this cause, to appear, answer and defend this suit for said infant defendant.

Filed December 7th, 1923.

Lewin W. Wickes.

Answer of Harriett Faulkner,
infant, by her guardian ad litem.

Filed Dec. 7th, 1923.

Anna P. Faulkner,
Joseph M. George,
Plaintiffs,

vs.

Harriett Faulkner,
Infant, Defendant.

In the Circuit Court
for Queen Anne's County,
in Equity. No. 2505.

The answer of Harriett Faulkner, infant under the age of twenty one years by Richard T. Earle, guardian ad litem to her by appointment under order of this Court passed in this cause, to the Bill of Complaint of Anna P. Faulkner and Joseph M. George against her in said cause exhibited, in above cause.

This defendant cannot admit any of the matters and things charged and alleged in said Bill, and being an infant under the age of twenty one years submits her rights to the protection of this Court.

Richard T. Earle.
Guardian ad litem.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 7th day of December, in the year nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Richard T. Earle, guardian ad litem of Harriett Faulkner, above named infant, and made oath in due form of law that the matters and things stated in the aforegoing answer were true as therein stated.

B. H. Turner,
Clerk of the Circuit Court.

TESTIMONY.
Filed January 18th, 1924.

Anna P. Faulkner,
Joseph M. George,
Plaintiffs,

vs.

Harriett Faulkner,
Infant.
Defendant.

In the Circuit Court for Queen Anne's County, in Equity.

To the Honorable, the Judges of said Court:

The above entitled cause being at issue, the answer of the Defendant having been filed, the Subscriber, one of the regular Examiners for this Honorable Court having been notified by the Plaintiffs of their desire to take testimony in the above entitled cause, and after due notice of the time and place of taking same, did attend at my office in the town of Centreville, Queen Anne's County, Maryland, on Wednesday, the sixteenth day of January, in the year nineteen hundred and twenty four at the hour of ten o'clock A.M. and in the presence of Joseph M. George, one of the Plaintiffs, H. B. W. Mitchell, Esquire, Solicitor, and Richard T. Earle, Guardian ad litem for the infant Defendant, proceeded to take the following testimony, to wit:-

William Otho Thomas, the first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says:

1st Int. State your name, residence and occupation and how long you have resided at your present place of abode.

Ans. My name is William Otho Thomas, I reside in Sudlersville, Queen Anne's County, Maryland. I have lived there about forty years. I am in the lumber business and also President of the Sudlersville Bank of Maryland. I have also dealt in real estate.

2nd Int. Do you know the parties to this suit or anyof them, which of them and how long have you known them.

Ans. I know Joseph M. George, one of the Plaintiffs, and have known him all his life. Mrs. Anna P. Faulkner and Harriett Faulkner I am not personally acquainted with, but I know there are such persons.

3rd Int. Were you acquainted with one, C. Harvey Faulkner, late of Queen Annes County, Maryland. State whether he is living or dead, and if dead, when and where did he die, and state if you know whether he died testate or intestate.

Ans. I knew him. He is dead. He died in Wilmington, Delaware, during the year 1917. He died intestate.

4th Int. State whether or not you are acquainted with the lot of land improved by a blacksmith shop, on Church Street in the town of Sudlersville, Queen Anne's County, Maryland.

Ans. Yes, I know it. It was owned by C. Harvey Faulkner at the time of his death.

5th Int. I hand you a paper writing which has been filed in these proceedings marked Exhibit "A", being a certified copy of deed from John E. George and Elvira George, his wife, to C. Harvey Faulkner, state whether the land conveyed by this deed is the land that you have described in your fourth answer.

Ans. Yes, it is the sameland.

6th Int. State whether or not you are acquainted with Real Estate values in the town of Sudlersville, in Queen Anne's County aforesaid, and if so, the source of your information and knowledge of such values.

Ans. I am familiar with the values of real estate in the town of Sudlersville. I have had experience in the purchase and sale of real estate in this town, and also have personal knowledge of other sales which have taken place in the town.

7th Int. State what in your opinion is the value of the above mentioned lot of land, which you have described in your previous answers.

Ans. I would say that this lot of land is worth from $500 to $600.

8th Int. State whether in your opinion six hundred dollars is a fair and adequate price for the said lot of land and whether in your opinion it will be to the interest of the infant defendant and also to the interest of Anna P. Faulkner, the other person interested therein, that the contract for the sale thereof as alleged in the Bill of Complaint be ratified and confirmed by the Circuit Court for Queen Anne's County in Equity.

Ans. Yes, it is a fair and adequate price. If private sale of this land is made for $600.00 it will certainly be to the interest and advantage of all parties owning an interest in same.

9th Int. State whether or not in your opinion the said lot of land you have described can be divided among the parties now owning the same according to their respective interests therein without loss or injury.

Ans. No, it cannot be divided without loss or injury.

10th Int. Give your reason for saying that the lot of land cannot be divided among the parties now owning the same according to their respective interests therein without loss or injury.

Ans. My reason for saying this is, that the lot itself is about 43 feet in width and one hundred and five feet in depth. There is a blacksmith shop building on this land. One heir Owns a One-third interest and the other heir owns a two-thirds interest. If divided in proportion to their respective interest would mean that the portions would be so small as to be of very little value, if any. And to divide it would result in a part of the building being on one part of the land and the other part of the building being on the other division of the land.

11 Int. State who the said C. Harvey Faulkner left surviving him as heirs at law and next of kin and whether they are adults or infants.

Ans. C. Harvey Faulkner left surviving him as his only heirs at law his widow, Anna P. Faulkner, and one infant child, Harriett Faulkner. He left no other heirs or descendants.

12th Int. State the age and residence of the said Harriett Faulkner, who you have before mentioned as the child of said C. Harvey Faulkner, and where and with whom she resides.

Ans. She is about six years old and resides with her mother Anna P. Faulkner, in the city of Wilmington, Delaware.

Examiner's Special.

I do not.

W. Otho Thomas.

Ruric Neville, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

1st Int. State your name, residence, and occupation and how long you have resided in your present place of abode.

Ans. My name is Ruric Neville, I live in Sudlersville, Queen Anne's County, Maryland, I have lived there all my life. I am a shoemaker.

2nd Int. Do you know the parties to this suit or any of them, which of them and how long you have known them.

Ans. I know all the parties.

3rd Int. Were you acquainted with one, C. Harvey Faulkner, late of Queen Anne's County, Maryland. State whether he is living or dead, and if dead, when and where did he die, and state if you know whether he died testate or intestate.

Ans. I did know him. He is dead. He died in Wilmington, Delaware, in the year 1917, intestate.

4th Int. State whether or not you are acquainted with the lot of land improved by a blacksmith shop, on Church Street in the town of Sudlersville, Queen Anne's County, Maryland.

Ans. I am..it was owned by C. Harvey Faulkned at the time of his death.

5th Int. I handyou a paper writing which has been filed in these proceedings marked Exhibit "A", being a certified copy of deed from John E. George and Elvira George, his wife, to C. Harvey Faulkner, state whether the land conveyed by this deed is the land that you have described in your fourth answer.

Ans. It is.

6th Int. State whether or not you are acquainted with Real Estate values in the town of Sudlersville, in Queen Anne's County aforesaid, and if so, the source of your information and knowledge of such values.

Ans. I am fairly familiar with real estate values in the town of Sudlersville, Queen Anne's County, Maryland, for the reason that I have known of and been familiar with numerous real estate transactions there.

7th Int. State what in your opinion is the value of the above mentioned lot of land, which you have described in your previous answers.

Ans. I think $600.00 would be a fair value to put on it, and would be an adequate price for it.

8thInt. State whether in your opinion six hundred dollars is a fair and adequate price for the said lot of land and whether in your opinion it will be to the interest of the infant defendant and also to theinterest of Anna P. Faulkner, the other person interested therein, that the contract for the sale thereof as alleged in the Bill of Complaint be ratified and confirmed by the Circuit Court for Queen Anne's County In Equity.

Ans. I think $600.00 would be a fair and adequate price, and that it would beto the interest and advantage of the owners of the lot for the contract of sale thereof at $600.00 to be ratified and confirmed by theCourt.

9th Int. State whether or not in your opinion the said lot of land you have described can be divided among the parties now owning the same according to their respective interest therein without loss or injury.

Ans. No. it cannot be divided without lorr or injury to the owners thereof.

10th Int. Give your reason for saying that the lot of land cannot be divided among the parties now owning the same according to their respective interests therein without loss or injury.

Ans. My reason for saying this is, that the lot, about forty three feet wide and one hundred and five feet deep, if divided among the owners of same in proportion to their interest, the portions would be so small as to be of very little or no value and the building now on the land would be part on the land of one owner and part on the land of the other.

11th Int. State who the said C. Harvey Faulkner left surviving him as heirs of law and next of kin and whether they are adults or infants.

Ans. The only heirs at law C. Harvey Faulkner left, was his widow, Anna P. Faulkner, and one infant daughter, Harriett Faulkner. He did not leave any other heirs at law and had no other descendants other than the infant daughter.

12th Int. State the age and residence of the said Harriett Faulkner, who you have before mentioned as the child of said C. Harvey Faulkner, and where and with whom she resides.

Ans. I do not know the exact age but she is about six years old, and lives with her mother, Anna P. Faulkner, in Wilmington, Delaware.

Examiner's special.

I do not.

Ruric Neville.

There being no further witnesses to be examined and neither party desiring further time for the production of evidence, your Examiner herewith respectfully makes his Return and certifies that he was engaged as such Examiner two days, making costs chargeable to Plaintiffs as follows, two witnesses being examined.

Chas. E. Tucker,	Examiner	$8.00
Wm. Otho Thomas,	Witness	.75
Ruric Neville,	"	.75
		$9.50

Respectfully submitted,

Chas. E. Tucker.

Examiner.

Order Nisi.

Filed January 29th, 1924.

Anna P. Faulkner,
Joseph M. George, Plaintiffs.
vs.
Harriett Faulkner, Infant. Defendant.

In the Circuit Court
for Queen Anne's County,
in Equity. No. 2505.

Ordered, this 29th dayof January nineteen hundredand twenty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, that the sale referred to in the proceedings of the above cause, made by Anna P. Faulkner in her own right and on behalf of Harriett Faulkner, infant, of the lot of land in the town of Sudlersville, and described in the bill of complaint filed in this cause, unto Joseph M. George, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the second day of April next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the second day of March next. The bill of complaint states the amount of sales to be $600.00.

Filed January 29th, 1924. Thomas J. Keating.

Certificate of Publication of Order Nisi.

ORDER OF COURT.

Anna P. Faulkner, Joseph M. George, Plaintiffs, vs. Harriett Faulkner, infant, Defendant.

In the Circuit Court for Queen Anne's County, in Equity. No. 2505.

Ordered this 29th day of January, nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, that the sale referred to in the proceedings of the above cause, made by Anna P. Faulkner in her own right and on behalf of Harriett Faulkner, infant, of the lot of land in the town of Sudlersville, and described in the bill of complaint filed in this cause, unto Joseph M. George, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the second day of April next; provided a copy of this order be inserted in s some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the second day of March next. The bill of complaint states the amount of sales to be $600.00.

Thomas J. Keating.

True Copy-Test:

B. Hackett Turner, Clerk.

Filed January 20th, 1924.

THE CENTREVILLE OBSERVER.

Centreville, Md., April 3rd, 1924.

The Centreville Observer Publishing Co., hereby certifies that the Order of Court in the case of Anna P. Faulkner, Jos. M. George vs. Harriett Faulkner, No. 2505, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the second day of April in the year 1924.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

Filed April 2nd, 1924.

DECREE OF COURT.

Filed April 3rd, 1924.

Anna P. Faulkner,
Joseph M. George,
Plaintiffs,

vs.

Harriett Faulkner,
infant,
Defendant.

In the Circuit Court
For Queen Anne's County,
in Equity. No. 2505.

The above cause standing ready for hearing and being submitted without argument, the bill of complaint, testimony and other proceedings of said cause were read and considered.

It is thereupon this third day of April nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of said Court, adjudged, ordered and decreed that the Real Estate mentioned in the proceedings of saidcause, be sold for the purpose of partition, and that H. B. W. Mitchell, of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make said sale; that the contract of sale referred to in the proceedings of said cause made by Anna P. Faulkner in her own right and as the mother and natural guardian of Harriett Faulkner, the infant defendant in said cause, of the lot of land 105 feet long and 43 feet wide, improved by a blacksmith shop, on Church Street, in the town of Sudlersville, Queen Anne's County aforesaid, which was conveyed to said C. Harvey Faulkner, by John E. George and wife by deed dated August the 14th., nineteen hundred and thirteen and recorded in Liber W. F. W. No. 4, folio 59, a land record book for Queen Anne's County, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed the 29th day of January, nineteen hundred and twenty four in the above cause, in relation to the said contract of sale, the court upon examination into all the circumstances being of the opinion that the said contract of sale is for the interest and advantage, both of such infant, Harriett Faulkner, and of the other person, Anna P. Faulkner, interested in said Real Estate, and that it is to be the interest and advantage of both of said parties interested therein for the said contract of sale thereof as aforesaid to be ratified and confirmed.

That said Real Estate be sold unto Joseph M. George for the sum of six hundred dollars ($600.00).

That upon the payment to the said Trustee by the said Joseph M. George, of the said sum of six hundred dollars, (and not before) the said Trustee by a good and sufficient deed, to be executed and acknowledged agreeablt to law by him, shall convey unto the said Joseph M. George, his heirs and assigns, the Real Estate so sold unto him free, clear and discharged from all claim of all parties to this cause and of any and every person or persons claiming by, from or under them or any of them.

That as soon as may be convenient after said sale and the payment of said purchase money the said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth thereof and the fairness of said sale thereto annexed.

That the said Trustee shall bring into this Court the purchase money which shall be paid to him by the said Joseph M. George to be disposed of under the direction of this Court, after deducting from said purchase money, the costs of this cause and such commission to the said Trustee as the Court shall think proper to be allowed in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his said trust.

That the said Trustee before he shall proceed to carry out the provisions of this decree shall file with the Clerk of the Circuit Court for Queen Anne's County, in Equity, a bond to the State of Maryland, to be expected by himself, with a surety or sureties to be approved by the said Clerk or by this Court in the penalty ofthe sum of, if with corporate security one thousand dollars ($1,000.), and double that amount, if with personal security, conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future decree or order in the premises.

Thomas J. Keating.

Certified Copy of Bond.

Filed April 5th, 1924.

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W. Mitchell, of Queen Anne's County, State of Maryland, and the Maryland Casualty Company, a body corporate, created by and existing under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars ($1000.00) lawful money of the United States, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this fifth day of April,nineteen hundred and twenty four.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date the third day of April, nineteen hundred and twenty four, and passed in a cause in the said court, wherein Anna P. Faulkner and Joseph M. George are plaintiffs and Harriett Faulkner, is defendant, and which bears the number 2505, to Chancery, the above bounden H. B. W. Mitchell has been appointed trustee to make sale of certain real estate in the proceedings in said cause mentioned and to collect the proceeds of the sale of said real estate by said decree ratified and confirmed.

Now the condition of the above obligation is such that if the above bounden H.B.W. Mitchell do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Ruth Connelly.

Seal's Place.

Maryland Casualty Company.

H. B. W. Mitchell.
H.B.W. Mitchell.
Countersigned by
Chas. E. Tucker.

And on the back of the aforegoing bond was thus endorsed, to wit:-
Security approved and Bond filed April 5th, 1924.
B. Hackett Turner. Clerk.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 1, fol. a Bond record book for Queen Anne's County.
In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this fifth day of April, 1922.

B. Hackett Turner,
Clerk.

Reportof Sale.

Filed April 7th, 1924.

Anna P. Faulkner,
Joseph M. GeorGe.

vs.

Harriett Faulkner,

In the Circuit Court
for Queen Anne's County,
in Equity.
No. 2505.

To the Honorable Judges of said Court:

The report of H. B. W. Mitchell, Trustee, of the sale of the real estate mentioned in the proceedings in the aforesaid cause, to your Honors respectfully sets forth:

That after the decree passed in the aforesaid cause, on the third of April, nineteen hundred and twenty four, appointing H. B. W. Mitchell trustee to sell said property and ratifying and confirming the contract entered into for the sale thereof by Anna P. Faulkner, mother and natural guardian of said Harriett Faulkner, infant, for and on behalf of said infant, your turstee, after filing an approved bond for the faithful performance of his trust as by said decree, prescribed sold the said real estate, consisting of a lot of land, formerly improved by a blacksmith shop, forty three feet wide and one hundred and five feet long, on Church Street, situate in the town of Sudlersville, Queen Anne's County, Maryland, unto Joseph M. George, at and for the sum of six hundred dollars, and said Joseph M. George has complied and made settlement by paying the whole amount of the purchase money for said lot of land to wit: Six hundred dollars, unto your trustee at the time of said sale unto him by your said trustee.

All of which is respectfully submitted.

H. B. W. Mitchell.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this seventh day of April, in the year nineteen hundred and twenty four, before me, the subscriber, the Clerk of the Court, in and for Queen Anne's County, personally appeared H. B. W. Mitchell, Trustee, and made oath that the matters and things stated in the within and aforegoing Report of Sale were true and bond fide as therein set forth, and that the sale was fairly made.

B. Hackett Turner,
Clerk of the Court.

Filed April 7th, 1924.

Report and Account of Madison Brown, auditor.
Filed April 24th, 1924.

In the Circuit Court for Queen Anne's County in Equity.

Anna P. Faulkner

versus

Harriett Faulkner.

Chancery Docket,

Cause No. 2505.

To the Honorable, the Judges of said court:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging H. B. W. Mitchell, the trustee with the gross proceeds of the sales mentioned in his report, and then by allowing him thereout his commissions for making the sale, the court costs of the cause, the costs of his bond, cost of advertising the several orders nisi of the cause and the fee of the auditor.

The amount remaining after these allowances is then distributed between the plaintiff and the defendant according to their respective rights as set forth in the bill filed and in the testimony of the cause.

Respectfully submitted,

Madison Brown,
Auditor.

The proceeds of the sale of the real estate of Anna P. Faulkner and Harriett Faulkner in account with H. B. W. Mitchell, trustee for the sale thereof under decree filed in this cause.

Cr.

1924. April 3rd.	By gross proceeds of the sale made and reported, per report of sale filed, to wit:		$600.00

Dr.

" "	To H. B. W. Mitchell, for his commissions for making the sale, under rule of court, sum of		$41.50	
	To do., for the court costs of this cause, per statement made out by clerk:			
	Costs of clerk,	$35.75		
	Appear. fee of complainant's solicitor,	10.00		
	Costs of S. E. Spry, sheriff,	.80		
	Fee of R.T. Earle, guardian ad litem.	4.00		
	Costs of C. E. Tucker, examiner,	8.00		
	Witnesses before examiner.	1.50	60.05	
	To do., for the costs of his bond filed herein, costs due to corporate surety, per bill filed, to wit:		5.00	
	To do., for costs of advertising order nisi as sale in Observer, per bill for same,		5.00	
	To do., for costs of advertising order nisi as to this report and account, to wit:		3.00	
	To Madison Brown, auditor, for this account,		4.50	
			$119.05	
	To balance carried below,		480.95	
			$600.00	$600.00

Cr.

By balance brought down, to wit:		$480.95

Dr:

To Anna P. Faulkner, 1/3 of above balance,	$160.31	
To Harriett Faulkner, 2/3 of above balance,	$320.64	
	$480.95	$480.95

NISI RATIFICATION OF AUDIT.

Anna P. Faulkner, et al.
vs.
Harriett Faulkner.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2505.

ORDERED, this 14th day of May in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June, 191 : provided a copy of this order be published once a week in each of two successive weeks before the 6th day of June, 1924, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed May 14th, 1924.

Certificate of Publication

Nisi Ratification of Audit.

Filed June 12th, 1924.

Anna P. Faulkner, et al, vs. Harriett Faulkner, In the Circuit Court for Queen Anne's County in Equity; Case No. 2505.

Ordered, this 14th dayof May in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cuase to the contrary thereof be shown on or before the 14th day of June, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 6th dayof June, 1924, in some newspaper printed and published in Queen Anne's County.

Filed May 14th, 1924.

B. Hackett Turner, Clerk.

True Copy-Test:

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 12th, 1924.

The Centreville Observer Publishing Co., hereby certifies that the nisi ratification of audit in the case of Anna P. Faulkner, et al vs. Harriett Faulkner, Cause No. 2505, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the sixth day of June in the year 1924.

The Centreville Observer Publishing Co.

Filed June 12th, 1924.

By Bertha G. Durney.

ORDERED by the Circuit Court for Queen Anne's County in Equity, this 2nd day of July, 1924, that the within and aforegoing Report and Account of the Auditor be and the same are hereby, finally ratified and confirmed, no cause to the contrary having been shown although due notice appears tohave been given as required by the preceding Order of Ratification Nisi; the trustee is directed to apply the funds accordingly with a due proportion of interest to the distributive shares and commissions as the same has been or may be received.

Filed July 2nd, 1924.

Thomas J. Keating.

Filed July 1st, 1924.

Anna P. Faulkner,
Joseph M. George,
vs.
Harriett Faulkner,
Infant.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY. NO. 2505.

To the Honorable, the Judges of said Court:

The petition of Anna P. Faulkner, guardian of Harriett Faulkner, infant, to your Honors respectfully sets forth:

1. That by the Report and Account of the Auditor filed in the aforesaid cause, April 24th, 1924, there is audited to Harriett Faulkner, the infant defendant, $320.64.

2. That your petitioner is the duly qualified guardian of Harriett Faulkner, in the State of Delaware, having been appointed such guardian by the proper authority of said State, to wit: The Orphans' Court of the State of Delaware, in and for New Castle County; that she has given bond and sufficient security for the faithful performance of her trust as such guardian, and said Harriett Faulkner has no guardian in the State of Maryland.

3. That the entire amount of personal property belonging to said infant, including that in the State of Maryland, consisting of $320.64, audited to said Harriett Faulkner, infant as aforesaid, amounts to $320.64 and the income of real estate of such infant which hath come or is likely to come into the hands of such guardian, amounts to $140 per year.(about).

4. Your petitioner files herewith duly authenticated copy of her appointment and qualification as such guardian and of an approved bond in the penalty of $5,000.00.

Your petitioner therefore prays your Honors to pass an order ratifying the aforesaid audit by which $320.64 is audited to said Harriett Faulkner, and authorizing and directing H. B. W. Mitchell, the Trustee, to pay said sum of $320.64, audited as aforesaid unto Harriett Faulkner, unto Anna P. Faulkner, guardian as aforesaid of Harriett, upon receiving from said Anna P. Faulkner, guardian as aforesaid of said Harriett Faulkner, a good and sufficient deed of release therefor.

Respectfully submitted.

Anna P. Faulkner.

Guardian of Harriett Faulkner.

State of Delaware, New Castle County, to wit:

I hereby certify that on this 28th day of June, nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared Anna P. Faulkner, guardian to Harriett Faulkner and made oath that the matters and things stated in the aforegoing petition were true as therein set forth to the best of her knowledge and belief.

Notary Public
Seal.

Isaac R. Brown, Jr.

State of Delaware, New Castle County, to wit:

I hereby certify that on this 28th day of June, nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared Norman P. Crouch, Chief Clerk of the Orphans' Court for New Castle County, State of Delaware, and made oath that the security of the bond and the bond of Anna P. Faulkner, guardian of Harriett Faulkner, infant, filed in and approved by the Orphans' Court for New Castle County, State of Delaware, are sufficient, to the best of his knowledge and belief.

Norman P. Crouch,
Clerk of the Orphans' Court.

Notary Public
Seal.

Isaac R. Brown,
Notary Public.

Exemplified Copy of Petition.
Filed June 2nd, 1924.

TO THE HONORABLE, THE ORPHANS' COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY.

The petition of Anna P. Faulkner, of Wilmington Hundred, in the State of Delaware, respectfully represents:-

That Harriett Faulkner is the minir child of Charles Harvey Faulkner; that the said Harriett Faulkner was born on the nineteenth day of April, A.D., 1918, and is now about six years of age; that Anna P. Faulkner is the mother of Harriett Faulkner;

That the said minor is entitled to real estate situate in Wilmington Hundred, in the said County of about the yearly rental value of Three Hundred ($300.00) Dollars; and to a personal estate of about the value of Two Thousand ($2,000.00) Dollars.

That the said minor hath not any Guardian.

Your petitioner, therefore, prays that Anna P. Faulkner, of Wilmington Hundred, be appointed guardian of the said minor child.

Anna P. Faulkner.

E. S. Hellings,
Attorney for Petitioner.

ON THIS fourth day of June, A.D., 1924, the foregoing petition having been read and considered,

IT IS ORDERED BY THE COURT that Anna P. Faulkner, of Wilmington Hundred, be and she is hereby appointed Guardian of the estate and person of the said Harriett Faulkner, upon giving bond in the sum of Five Thousand Dollars in the case of said minor; and Charles F. Park, of Wilmington Hundred, is hereby approved as surety therein.

AND FURTHER, that Albert L. Massey and Joseph C. Jolls are hereby appointed to view the real estate of said minor and estimate its yearly rental value.

Herbert L. Rice, J.

K N O W A L L M E N B Y T H E S E P R E S E N T S, that we, Anna P. Faulkner, of Wilmington Hundred, New Castle County, and Charles F. Park, of Wilmington Hundred, New Castle County and State of Delaware, are held and firmly bound unto Harriett Faulkner, a minor under the age of fourteen years, in the sum of Five Thousand Dollars, lawful money of the United States of America, to be paid to the said Harriett Faulkner, her Executors, Administrators or Assigns; to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. SEALED with our seals and dated the fourth day of June, in the year of our Lord, one thousand nine hundred and twenty four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That if the said Anna P. Faulkner, Guardian of HarriettFaulkner, shall duly render according to law, just and true accounts of her guardianship, if the said Anna P. Faulkner, her Executors or Administrators, upon the determination or ceasing of the said Guardianship, shall deliver and pay to the said Harriett Faulkner, her Executors or Administrators, all the property belonging to her in

the possession of the said Guardian and all that shall be ddue to her from the said Guardian, and the said Anna P. Faulkner shall in all things faithfully perform and fulfill her duty as Guardian as aforesaid; then this obligation shall be void.

Signed, sealed and delivered — Anna P. Faulkner, (SEAL)

in the presence of — Charles F. Park, (SEAL)

G. W. H. Smith.

State of Delaware, SS.
New Castle County.

I, NORMAN P. CROUCH, Clerkof the Orphans' Court of the State of Delaware, in and for New Castle County, do hereby certify that the aforegoing pages contain a true copy of the Petition and Order for the appointment of Anna P. Faulkner, Guardian of Harriett Faulkner, a minor, and of the bond entered by said Guardian pursuant to said order, as the same now remains in the Orphans' Court of the said State, at Wilmington.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, the fourth day of June, A.D., one thousand nine hundred and twenty-four.

Norman P. Crouch,
Clerk of the Orphans' Court.

State of Delaware, to wit:

I, Josian O. Wolcott, Chancellor of the State of Delaware, and as such, President of the Orphans' Court of the said State, do hereby certify that the aforegoing Record and Attestation made by NORMAN P. CROUCH, Esq., Clerk of the said Court within the County of New Castle, whose name is hereto subscribed, and to which the seal of said Court is affixed, are in due form and made by the proper officer.

In testimony whereof, I have hereunto set my hand, ths fourth day of June, A.D., nineteen hundred and twenty four.

J. O. Wolcott.
President of Orphans' Court.

State of Delaware, ss.
New Castle County.

I, Norman P. Crouch, Clerk of the Orphans' Court of the State of Delaware, in and for the County of New Castle, do certify that the HON. JOSIAH O. WOLCOTT, by whom the foregoing attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is, Chancellor of the State of Delaware, and as such, the President of the Orphans' Court of the said State, duly commissioned and sworn, to all whose acts, as such, full faith and credit are, and ought to be given, as well in courts of Justice as elsewhere.

In testimony whereof, I have hereunto sent my hand and affixed the seal of the said court, the fourth day of June, A.D., one thousand nine hundred and twenty-four.

Norman P. Crouch,
Clerk of Orphans' Court.

ORDERED, this second day of July, nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity on the aforegoing petition of Anna P. Faulkner, guardian of Harriett Faulkner, infant, it appearing from the exemplified copy of the petition and order mentioned in the aforegoing petition that Anna P. Faulkner is the duly qualified guardian in the State of Delaware, of Harriett Faulkner, infant, there being no legal guardian of said infant in the State of Maryland, and being satisfied of the sufficiency of the bond of said Anna P. Faulkner, guardian as aforesaid of said Harriett Faulkner, infant; that H. B. W. Mitchell, Trustee in the above entitled case of Anna P. Faulkner and Joseph M. George, vs. Harriett Faulkner, infant, No. 2505 in said Court, be and he is hereby authorized and directed to pay unto Anna P. Faulkner, guardian as aforesaid of Harriett Faulkner, infant, the sum to wit: $320.64 audited in said cause as stated in said petition unto Harriett Faulkner, with a due proportion of interest thereon as the same has been or may be received, upon receiving from said Anna P. Faulkner, guardian of Harriett Faulkner as aforesaid, a good and sufficient deed of release therefor.

Thomas J. Keating.

Filed July 2nd, 1924.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of August in the year nineteen hundred and twenty three, the following Order to Docket Suit was brought to be recorded, to wit:

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased,	In the Circuit Court
	for Queen Anne's County
vs.	in Equity.
George O. Callaway and Clara C. Callaway, his wife, Mortgagors.	Cause No.

J. Fletcher Rolph, Clerk:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers of said cause a certified copy of the mortgage from George O. Callaway and Clara C. Callaway, his wife, to The Stevensville Bank of Maryland, dated November 28, 1919, and of the assignment of said mortgage, by the said body corporate, The Stevensville Bank of Maryland, toCharles B. Downs, dated June 2, 1920, said mortgage and assignment being recorded in Liber J. F. R. No. 3, folios 336, &c., a land record book for Queen Anne's County, Maryland.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage, under the power of sale contained therein, by reason of the default in the payment of the principal mortgage debt named in said mortgage and secured thereby and of default in the payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times respectively therein provided for the payment thereof.

Also file in said cause the bond of the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, and the certificate of letters testamentary to the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper as Executors of the last will and testament of the said Charles B. Downs, deceased.

T. Cecil Downs.

Thomas J. Keating.

J. Frank Harper.
Executors of the last will and testament of Charles B. Downs, deceased.

J. Frank Harper,
Solicitor for T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased.

Certificate of Letters Testimentary.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, towit:

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

KNOW YE, That on the eighteenth day of July A.D., 1922, before the Orphans' Court of Queen Anne's County, duly thereunto elected, commissioned and qualified according to the Constitution of the State of Maryland, the last Will and Testament of Charles B. Downs, late of said County, deceased, was in due form of law admitted to probate; and that on the eighteenth dayof July A.D., 1922, Letters Testamentary of all and singular the goods, chattels, rights and credits, which were of the said deceased, or in any manner or way concerning his said last Will and Testament, were granted unto T. Cecil Downs, Thomas J. Keating and J. Frank Harper, the Executors in and by the said Will named and appointed they having first entered into bond with approved security for the due performance thereof according to law.

In testimony whereof, I, William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County this 18th day of July A.D., 1922.

Seal. William T. Bishop.

Filed August 13th, 1923. Register of Wills.

Certified Copy of Bond.

Filed Aug. 13th, 1923.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty ninth day of November, in the year nineteen hundred and nineteen, the following Mortgage was brought tobe recorded, to wit:-

THIS MORTGAGE, made this 28th day, of November, in the year nineteen hundred and nineteen, by George O. Callaway and Clara C, Callaway, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH:

WHEREAS, the said George O. Callaway is justly indebted unto The Stevensville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full and just sum of five thousand dollars, cash money loaned and advanced by the said G. O. Callaway on his note due them on his promissory note signed by himself and his wife, Clara C. Callaway, payable to the Stevensville Bank of Maryland or order bearing even date with these presents and payable six months after date at the Banking House of the Stevensville Bank of Maryland, in Stevensville, Maryland, with the usual clause as to costs and commissions and waiving exemption and marked across said note secured by mortgage of even date herewith, said note bearing six per cent interest from date; and whereas is was a condition precedent to the acceptance of the said note by the said Bank, and the loaning of the money thereon that its payment and the interest to accrue thereon should be secured and assured by the execution of this mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of five dollars, the receipt whereof is hereby acknowledged, we the said George O. Callaway and Clara C. Callaway, his wife, do hereby grant and convey unto the Stevensville Bank of Maryland, its successors and assigns in fee simple, the following described real estate lying and being on the right hand side of public road from Stevensville to Love Point, being a portion of the parsonage property of said Church located in the town of Stevensville on Kent Island in Queen Anne's County, Maryland, and known as the Barn Lot of the said parsonage property and fronting directly on the said Main Street leading through said town of Stevensville toward the Maryland, Delaware and Virginia Railroad Station, and is the same land duly described by metes and bounds, courses and distances in the deed from W. H. H. Hopkins et al, trustees to Geo. O. Callaway dated June 11th, 1914, and recorded in Liber W.F.W. No. 5, folio 289, a land record book for Q.A. Co., Maryland, to which deed especial reference is hereby made for an accurate description of the property to be conveyed herein, and is the property now occupied by the said George O. Callaway and wife.

Together with all rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said George O. Callaway, his heirs, executors, administrators or assigns shall well and truly pay to the said Stevensville Bank of Maryland, a body corporate, its successors, executors, administrators or assigns the aforesaid sum of Five thousand dollars and interest within six months from this date and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be perform, then this mortgage shall be void; and until default be made in the premises the said George O. Callaway, his heirs and assigns shall possess said property.

And the said George O. Callaway for himself, his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of its full insurable value in some Company or Companies approved by the said Stevensville Bank of Maryland, a body corporate, its successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Stevensville Bank of Maryland, a body corporate, its executors, administrarors or assigns, or J.H.C. Legg, its and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to . . . . . or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Stevensville Bank of Maryland, its successors or assigns, or J. H. C. Legg its and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said George O. Callaway, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

George O. Callaway. (SEAL)
CLara C. Callaway.

Test: John O. Phillips.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 28th day of November, in the year nineteen hundred and nineteen, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared George O. Callaway and Clara C. Callaway, his wife, and did each acknowledge the aforegoing mortgage to be their respective act, and now at the same time also personally appeared before me the subscriber, John F. Ruth, Vice-President of the Stevensville Bank of Maryland, a body corporate, the mortgagee above named and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

John O. Phillips, J.P.

Queen Anne's County, to wit: Be it remembered that on the sixth day of June, in the year nineteen hundred and twenty, the following Assignment was brought to be recorded, to wit:

For value received, I do hereby assign the within and aforesaid mortgage unto Chas. B. Downs, without recourse or guarantee.

Witness my hand and seal this 2nd day of June, in the year nineteen hundred and twenty.

In witness hereof The Stevensville Bank of Maryland, has caused its corporate name to be hereto signed by its President, and its corporate seal to be hereto affixed, and duly attested by its Cashier.

Seal's Place.

Stevensville Bank of Maryland.
John F. Ruth, Pres.

Test: Barnes Legg, Cashier.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 3, folio 336 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe myname and affix the seal of the Circuit Court for Queen Anne's County, this thirteenth day of August, in theyear nineteen hundred and twenty three.

J. F. Rolph, Clerk.

Filed Aug. 13th, 1923.

BOND.
Filed Aug. 13th, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, T. Cecil Downs, of Baltimore City, State of Maryland, Thomas J. Keating and J. Frank Harper, of Queen Anne's County, Stateof Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY,a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND DOLLARS ($5,000.00), current money of the United States, to be paid to the State of Maryland, aforesaid, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigne, in the whole and for the whole, jointly and severally, firmly, by these presents, sealed with our seals and dated this seventh day of August, in the year nineteen hundred and twenty three.

WHEREAS a certain mortgage from George O. Callaway and Clara C. Callaway, his wife, to The Stevensville Bank of Maryland, a body corporate, bearing date the twenty eighth day of November, nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 3, folios 336 &c., a land record book for Queen Anne's County, Maryland, was by the said body corporate, The Stevensville Bank of Maryland, duly assigned to Charles B. Downs, by assignment bearing date the second day of June, nineteen hundred and twenty, which assignment is recorded among said land records at the foot of said mortgage;

AND WHEREAS the said Charles B. Downs, the assignee of said mortgage, departed this life on the eighth day of July, nineteen hundred and twenty, and the above bounden, T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of the said Charles B. Downs, deceased, having duly qualified as such Executors are about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt named in and secured by said mortgage and of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein respectively provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden T. Cecil Downs, Thomas J. Keating and J. Frank Harper do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property of the proceeds thereof then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:
(as to T. Cecil Downs)

G. Archer Hays.
(as to Thomas J. Keating
and J. Frank Harper).

Chas. Walls.

Corporate
Seal's
Place.

T. Cecil Downs (SEAL)

Thomas J. Keating. (SEAL)

J. Frank Harper (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By W. W. Symington.
Vice President.

ATTEST:

William J. McFeely.
Asst. Secretary.

On the back Of the foregoing bond was thus endorsed, to wit: Security approved and Bond filed August 13th, 1923.

Report of Sale.
Filed Sept. 20th, 1923.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Donws, deceased.

vs.

George O. Callaway and Clara C. Callaway, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity.

Cause No. 2506.

To the Honorable, the Judges of said court:

The Report of T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, late of Queen Anne's County, Maryland, deceased, the said Charles B. Downs being at the time of his death the assignee of the mortgage hereinfater described, to your Honors respectfully sets forth:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt covenanted to be paid by the mortgage mentioned in these proceedings, as provided by the terms of said mortgage, and of the non-payment of the interest covenanted to be paid upon said mortgage debt by the terms of said mortgage, at the times therein respectively provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from George O. Callaway and Clara C. Callaway, his wife, to The Stevensville Bank of Maryland, a body corporate, dated the twenty eighth day of November, nineteen hundred and nineteen, and recorded in Liber J. F. R. No.3, folios 336 etc., a land record book fro Queen Anne's County, Maryland, which mortgage was assigned by the said body corporate, The Stevensville Bank of Maryland, to the said Charles B. Downs by assignment dated the second day of June, nineteen hundred and twenty, and recorded among said land records at the foot of said mortgage; a copy of which said mortgage and assignment, duly certified, is filed among the proceedings in this cause.

2. That the said Charles B. Downs, being the assignee and holder of said mortgage, departed this life on the eighth day of July, nineteen hundred and twenty two, leaving a last will and testament and two codicils thereto, all of which were duly admitted to probate by the Orphans' Court of Queen Anne's County on the eighteenth day of July, nineteen hundred and twenty two, by which last will and testament the said Charles B. Downs constituted and appointed the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper the Executors thereof; and that the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, having duly qualified as such Executors, letters testamentary were granted and issued to them as such Executors by the said Orphans' Court of Queen Anne's County on the said eighteenth day of July, nineteen hundred and twenty two, as will appear by reference to the certificate of said letters testamentary filed in these proceedings.

3. That prior to the sale hereinafter mentioned of the mortgaged real estate, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the said of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by the said Clerk duly approved, prior to the sale hereinafter reported.

4. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer and The Centreville Record, two newspapers published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid of the last will and testament of the said Charles B. Downs, the assignee of said mortgage, did, pursuant to said notice, attend in front of the banking house of The Stevensville Bank of Maryland, in the town of Stevensville, Queen Anne's County, Maryland, on Monday, the twenty seventh day of August, nineteen hundred and twenty three, at the hour of two o'clock, p.m., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred herein as hereinbefore stated, proceeded to sell the real estate described in and granted by said mortgage, that is to say; they then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in saidmortgage, being all that lot or parcel of land, improved by a two-story frame dwelling house until recently occupied by the said George O. Callaway and by some outbuildings, situate, lying and being in the townof Stevensville, in the Fourth Election District of Queen Anne's County aforesaid, on the right or east side of the street or road leading out of said town of Stevensville to Love Point and on the right or south side of the avenue leading from said street or road into the Bright Lots,

adjoining on its south side the Parsonage Property of the Methodist Protestant Church and on its rear or east side the property of George E. Callaway, being the same land described in the deed from W. H. W. Hopkins, etal., Trustees, to the said George O. Callaway, bearing date the eleventh day of June, nineteen hundred and fourteen, and recorded in Liber W. F. W. No. 5, folios 289 &c., a land record book for Queen Anne's County aforesaid, and sold the said real estate to Mary A. Clark, she being then and there the highest bidder therefor, at and for the sum of Thirty Nine Hundred and Twenty Five Dollars ($3,925.00). The said Mary A. Clark has paid to the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid, the sum of Three Hundred and Fifty Dollars ($350.00) on account of the said purchase money. Prior to offering said property for sale, announcement was made by said Executors, that the purchaser would be required to pay the State and County taxes levied on said property for the year nineteen hundred and twenty three. A certificate of the publication of the aforesaid advertisement of sale in The Centreville Observer, a newspaper published as aforesaid in Queen Anne's County, aforesaid, is filed herewith as a part of this Report marked "Exhibit A".

Respectfully submitted,

T. Cecil Downs.

Thos J. Keating.

J. Frank Harper.
Executors of the last will and testament of Charles B. Downs, deceased.

Filed Sept. 10th, 1923.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 8th day of September in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly commissioned and qualified according to law, personally appeared T. Cecil Downs, one of the Executors ofthe last will and testament of Charles B. Downs, deceased, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary Public
Seal.

C. Rollins Rogers.
Notary Public

State of Maryland, Queen Anne's County, to wit:

I hereby certify thaton this 10th day of September, in the year nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Thomas J. Keating and J. Frank Harper, two of the Executors of the last will and testament of Charles B. Downs, deceased, and each made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the bestof theirknowledge and belief, and that the sale therein reported was fairly made.

J. F. Rolph, Clerk.of the Circuit Court for Queen Anne's County.

Order Of Publication of
Advertisement of Sale.
Filed Sept. 10th, 1923.

PUBLIC SALE OF RESIDENCE PROPERTY IN STEVENSVILLE, MD.

By virtue of the power of sale contained in a mortgage to the body corporate, The Stevensville Bank of Maryland, from George O. Callaway and Clara C. Callaway, his wife, dated November 28th, in the year 1919, and recorded in Liber J. F. R. No. 3, folios 336, etc., a land record book for Queen Anne's County, Maryland, and by said body corporate on June 2nd, 1920, by assignment on said date, duly recorded among the said land records, duly assigned unto Charles B. Downes, theundersigned, T. Cecil Downs, Thomas J. Keating and J. Frank Harper, as the Executors of said Charles B. Downs, now deceased, in execution of said power of sale in said mortgage, will sell at public auction to the highest bidder, in front of The Stevensville Bank, on Kent Island, Maryland on Monday, Aug. 27, 1923, beginning at the hour of 2 o'clock p.m., the property covered by said mortgage, consisting of all that lot or parcel of land with the improvements thereon, situate in Stevensville, on the right or Ease side of the street or road leading out of Stevensville toward Love Point, in the Fourth Election District of Queen Anne's County, Maryland

and on the right or South side of the avenue leading from said street or road into the "Bright Lots," being the residence property of said George O. Callaway, adjoining what is known as the Parsonage Property of the M.P. Church and adjoining in the rear the property of George F. Callaway.

The lot is improved by an attractive and conveniently arranged two-story frame dwelling, wired for electric lighting, and is comparatively new and in a good state of repair. There are also some outbuildings on the lot.

Terms of Sale-One third Of the purchase money will be required in cash on day of sale. Balance in two equal installments, payable respectively in one and two years from day of sale, with interest from day of sale, on notes endorsed agreeably to the undersigned Executors or all cashon day of sale at option of purchaser or purchasers. Title papers and stamps at expense of purchaser.

T. Cecil Downs,
Thomas J. Keating,
J. Frank Harper,
Executors of Charles B. Downs,
deceased, Assignee of Mortgage.

T. Frank Seward,
J. Elmer Anthony,
Auctioneers.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 3rd, 1923.

The Centreville Observer Publishing Co., hereby certifies that the Assignee's Sale in the case of T. Cecil Downs, Thos. J. Keating and J. Frank Harper, vs. Geo. O. Callaway and Clara C. Callaway, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the twenty seventh day of August in the year 1923.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

"Exhibit A."

Filed Sept. 10th, 1923.

Order Nisi.
Filed Sept. 10, 1923. NISI.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased.

vs.

George O. Callaway,
Clara C. Callaway, his wife,
Mortgagors.

In the Circuit Court
for Queen Anne's County
in Equity.

Chancery No. 2506.

ORDERED, This 12th day of September A.D., 1923, that the sale of the real estate made and reported in this cause by T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th dayof October next.

The Report states the amount of sales to be $3925.00.

J. F. Rolph, Clerk.

Filed September 10th, 1923.

Certificateof Publication of Order Nisi.

Filed Sept. 12th, 1923.

T. Cecil Downs, Thomas J. Keating,
and J. Frank Harper, executors of
the last will and testament of
Charles B. Downs, deceased
vs.
George O. Callaway, Clara C. Callaway,
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity, Chancery No. 2506.

Ordered, This 12th day of September, A.D., 1923, that the sale of the real estate made and reported in this cause by T. Cecil Downs, Thomas J. Keating and J. Frank Harper, executors of the last will and testament of Charles B. Downs, deceased, be ratified and confirmed, unless cause to the contrary be shown on or before the 17th day of November next; provided a copy of this order be inserted in somenewspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 17th day of October next.

The report states the amount of sales to be $3,925.00.

J. F. Rolph, Clerk.
True Copy
Test, J. F. Rolph, Clerk.

Filed September 12th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 8, 1923.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of T. Cecil Downs, et al Exq. C. B. Downs, vs. G.O. Callaway, a true cOpy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 17th day of Oct. in the year 1923.

The Centreville Record Publishing Company.

Filed Nov. 8th, 1923. By E. H. Brown, Jr.

FINAL ORDER OF RATIFICATION.

T. Cecil Downs, Thomas J. Keating and
J. Frank Harper, Executors of the last
will and testament of Charles B. Downs,
deceased.
vs.
George O. Callaway and Clara C. Callaway,
his wife, Mortgagors.

In the Circuit Court
for Queen Anne(s County
in Equity.
Cause No. 2506.

ORDERED, this 29th day of December in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased, and reported by them in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding Order Nisi passed in this cause on the 12th day of September, nineteenhundred and twenty three; and the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid, are allowed the commissions and all expenses, not personal, which are provided for by the mortgage andfor which they shall produce vouchers to the auditor of this Court.

Filed December 31st, 1923. Lewin W. Wickes.

Statement of Mortgage Debt.
Filed December 27th, 1923.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Down, deceased.

vs.

George O. Callaway and Clara C. Callaway, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity.

Cause No. 2506.

STATEMENT OF MORTGAGE DEBT.

Statement of principal debt, interest etc., due as of the day of sale, under the mortgage from George O. Callaway and Clara C. Callaway, his wife, to The Stevensville Bank of Maryland, dated November 28th, 1919, and recorded in Liber J. F. R. No. 3, folios 336, etc., a land record book for Queen Anne's County, Maryland, and by said body corporate duly assigned to Charles B. Downs, late of Queen Anne's County, deceased, and sold in the above proceedings by said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors, of said Charles B. Downs, under the power of sale in said mortgage contained.

Amount of the principal debt secured by said mortgage,	$5,000.00
Amount of the interest on the principal debt from November 28th, 1921 to August 27th, 1923 (day of sale)	524.17
Amount of insurance premium paid March 5th, 1923,	29.50
Amount of taxes paid December 30th, 1922,	29.35
	$5,583.02

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty-seventh day of December, in the year nineteen hundred and twenty three, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating and J. Frank Harper, two of the Executors of Charles B. Downs, deceased, assignee of the mortgage to The Stevensville Bank of Maryland, from George O. Callaway and Clara C. Callaway, his wife, aforesaid, and did each make oath in due form of law that the aforegoing statement of mortgage debt, interest, etc., is true to the best of their knowledge and belief.

B. Hackett Turner,
Clerk of the Circuit Court for
Queen Anne's County.

Filed December 27th, 1923.

PETITION FOR RESALE.
Filed Feb. 25th, 1924.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased.

vs.

George O. Callaway and Clara C. Callaway, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity.

No. 2506.

To the Honorable, the Judges of said Court:

The petition of T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, late of Queen Anne's County, deceased, the said Charles B. Downs being at the time of his death assignee of the mortgage hereinafter described, to your Honors respectfully represents:

1. That the said Charles B. Downs, being the assignee and holder of the mortgage from George O. Callaway and Clara C. Callaway, his wife, to The Stevensville Bank of Maryland, a body corporate, dated November 28th, nineteen hundred and nineteen, and

recorded in Liber J. F. R. No. 3, folios 336, etc., a land record book of Queen Anne's County, Maryland, and assigned to the said Charles B. Downs on June 2nd, nineteen hundred and twenty, departed this life on the 8th day of July, nineteen hundred and twenty two, leaving a last will and testament and two codicils thereto, which were duly admitted to probate, by the Orphans' Court for Queen Anne's County, and by which said last will and testament the said Charles B. Downs did constitute and appoint your petitioners, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper to be the Executors of his said last will and testament and the said codicils thereto.

2. That in execution of the power and authority vested in your petitioner, as Executors as aforesaid of the said Charles B. Downs, deceased, by virtue of the power of sale contained in the aforesaid mortgage, your petitioners did, on the 27th day of August, in the year nineteen hundred and twenty three, after having duly qualified as Executors of the said Charles B. Downs, deceased, and after having filed in the above entitled cause their bond with securities duly approved by the Clerk of this Court for the foreclosure of the aforesaid mortgage, and after due advertisement of the time, place manner and terms of sale, sell the real estate mentioned and described in said mortgage, at public sale, unto Mary A. Clark of Queen Anne's County aforesaid, at and for the sum of Thirty Nine Hundred and Twenty Five Dollars ($3925.00), upon the terms set forth in the said advertisement of sale and which said terms were as follows, to wit: One third of purchase money in cash on day of sale and the balance in two equal installments payable respectfully in one and two years from day of sale, with interest from day of sale, on notes endorsed agreeably to the undersigned Executors, or all cash on the day of sale at the option of the purchaser or purchasers.

3. That the said purchaser, Mary A. Clerk, through her husband, made payment to your petitioner, on account of the aforesaid purchase money of the sum of Three Hundred and Fifty Dollars ($350.00) on the day of sale and advised your petitioner that she would exercise the option of making payment of the entire purchase money on or before the final ratification of the sale, and that said sale has been duly reported to and finally ratified and confirmed by this Court as by the said report and the proceedings thereon, now on file in this Court, will fully appear.

4. That the said Mary A. Beck has made payment of no part of the aforesaid purchase money, other than the said sum of Three Hundred and Fifty Dollars ($350.00), or given any satisfaction or security therefor, although she has been duly notified of the ratification of said sale, so made to her as aforesaid, through her said husband, and has been required by your petitioners to make payment to them of the remainder of said purchase money as agreed upon as aforesaid.

5. Your petitioners, ehrerfore, prey:

(A) That the said Mary A. Clark may be compelled, by decree or order of this Court to pay the balance of said purchase money with interest thereon from the day of sale, and in the default thereof that the real estate and property described in the aforesaid mortgage and in the aforesaid proceedings may be decreed to be sold at the risk of the said Mary A. Clark for the payment of the said balance of purchase money with interest thereon as aforesaid.

(B) And for such other and further relief as their case may require.

As in duty bound, etc.,

Wm. R. Horney,
Solicitor for Petitioner.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 25th day of February, in the year nineteen hundred and twenty four, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of his knowledge and belief.

B. Hackett Turner,
Clerk of the Circuit Court for
Queen Anne's County.

Filed February 25th, 1924.

On the aforegoing petition it is ordered this 6th day of March in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, that the said Mary A. Clark, bring into this Court the sum of Thirty Five Hundred and Seventy-Five Dollars ($3575.00), with interest thereon from the 27th day of August, nineteen hundred and twenty-three, or show good cause to the contrary, on or before the 18th day of March, nineteen hundred and twenty-four; provided a copy of this order, together with a copy of the aforegoing petition, be served on the said Mary A,Clark on or before the 11th day of March, nineteen hundred and twenty-four.

Filed March 7th, 1924.

Lewin W. Wickes.

A copy of the within petition and order having been duly served on the said Mary A. Clerk, and she having failed to bring into Court the sum of money, with interest, therein mentioned, or show cause to the contrary, it is thereupon this 20th day of March, nineteen hundred and twenty-four, on motion of the said Executors, ordered by the Circuit Court for Queen Anne's County, in Equity, that the property in the said petition mentioned be resold by the said Executors for the payment of the balance of the purchase money thereof, with interest as aforesaid and the cost of this proceedings, in the same manner as the original sale, to wit: One third of purchase money in cash on day of sale and the balance in two equal installments payable respectfully in one and two years from day of sale, with interest from day of sale, on notes endorsed agreeably to the Executors making the sale, or all cash on the day of sale at the option of the purchaser or purchasers; andit is further ordered that the said re-sale be made at the risk of the said Mary A. Clark.

Lewin W. Wickes.

Copy of Petition and Order
to be served on Mary A. Clark.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper Executors of the last will and testament of Charles B. Downs, deceased,	In the Circuit Court for Queen Anne's County in Equity.
vs.	No. 2506.
George O. Callaway and Clara C. Callaway, his wife, Mortgagors.	

To the Honorable, the Judges of said Court:

The petition of T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, late of Queen Anne's County, deceased, the said Charles B. Downs, being at the time of his death assignee of the mortgage hereinafter described, to your Honors respectfully represents:-

1. That the said Charles B. Downs, being the assignee and holder of the mortgage from George O. Callaway and Clara C. Callaway, his wife, to The Stevensville Bank of Maryland, a body corporate, dated November 28th, nineteen hundred and nineteen and recorded in Liber J.F.R. No.3, folios 336 etc., a land record book of Queen Anne's County, Maryland, and assigned to the said Charles B. Downs on June 2nd, nineteen hundred and twenty, departed this life on the 8th day of July, nineteen hundred and twenty two, leaving a last will and testament and two codicils thereto, which were duly admitted to probate, by the Orphans' Court for Queen Anne's County, and by which said last will and testament the said Charles B. Downs, did constitute and appoint your petitioners, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, to be the executers of his said last will and testament and the said codicils thereto.

2. That in execution of the power and authority vested in your petitioners, as executors as aforesaid of the said Charles B. Downs, deceased, by virtue of the power of sale contained in the aforesaid mortgage, your petitioners did, on the 27th day of August, in the year nineteen hundred and twenty three, after having duly qualified as executors of the said Charles B. Downs, deceased, and after having filed in the above entitled cause their bond with securities duly approved by the Clerk of this Court for the foreclosure of the aforesaid mortgage, and after due advertisement of the time, place, manner and terms of sale, sell the real estate mentioned and described in said mortgage, at public sale unto Mary A. Clark of Queen Anne's County aforesaid, at and for the sum of thirty nine hundred and twenty five dollars ($3925.00) upon the terms set forth in the said advertisement of sale and which said terms were as follows, to wit: One third of purchase money in cash on day of sale and the balance in two equal installments payable respectfully in one and two years from day of sale, with interest from day of sale, on notes endorsed agreeably to the undersigned Executors, or all cash on the day of sale at the option of the purchaser or purchasers.

3. That the said purchaser, Mary A. Clark, through her husband, made payment to your petitioners, on account of the aforesaid purchase money of the sum of three hundred and fifty dollars ($350.00) on the day of sale, and advised your petitioners that she would exercise the option of making payment of the entire purchase money on or before the final ratification of the sale, and that said sale has been duly reported to and finally ratified and confirmed by this Court as by the said report and the proceedings thereon, now on filed in this Court will fully appear.

4. That the said Mary A. Clark has made payment of no part of the aforesaid purchase money other than the said sum of Three Hundred and Fifty Dollars ($350.00) or given any satisfaction or security therefor, although she has been duly notified of the ratification of said sale, so made to her as aforesaid, through her said husband, and has been required by your petitioners to make payment to them of the remainder of said purchase money as agreed upon as aforesaid.

5. Your petitioners, therefore, pray:-

(a) That the said Mary A. Clerk may be compelled, by decree or order of this Court to pay the balance of said purchase money with interest thereon from the day of sale, and in default thereof that the real estate and property described in the aforesaid mortgage, and in the aforesaid proceedings may be decreed to be sold at the risk of the said Mary A. Clerk for the payment of the said balance of purchase money with interest thereon as aforesaid.

(b) And for such other and further relief as their case may require.

And as in duty bound, etc.,

Wm. R. Horney.
Solicitor for Petitioners.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 25th day of February, in the year nineteen hundred and twenty four, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating and made oath in due form that the matters and things set forth in the aforegoing petition are true to thebest of his knowledge and belief.

B. Hackett Turner.
Clerk of the Circuit
Court for Queen Anne's
County.

Filed Feb. 25th, 1924.

Oh the aforegoing petition it is ordered this 6th day of March, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, that the said Mary A. Clark, bring into this Court the sum of Thirty Five Hundred and Seventy Five Dollars, ($3575.00) with the interest thereon from the 27th day of August, nineteen hundred and twenty three, or show good cause to the contrary on or before the 18th day of March, nineteen hundred and twenty four; provided a copy of this order, together with a copy of the aforegoing petition, be served on the said Mary A. Clark on or before the 11th day of March nineteen hundred and twenty four.

Filed March 7th, 1924.

Lewin W. Wickes.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from the original petition filed Feb. 25th, 1924, and the order of Court filed March 7th, 1924, in the above entitled case, now remaining in my office.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this seventh day of March, in the year nineteen hundred and twenty four.

B. Hackett Turner, Clerk.

On the back, of the foregoing Petition was thus endorsed, to wit: Served by reading the within Petition and Order of Court to Mary A. Clark this 10th day of March 1924.

T. Frank Seward, Sheriff.

Report of ReSale.

Filed Apr. 28th, 1924.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased,

vs.

George O. Callaway and Clara C. Callaway, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity.

Cause No. 2506.

To the Honorable, the Judges of said Court:

The Report of T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, late of Queen Anne's County, State of Maryland, deceased, the said Charles B. Downs being at the time of his death the assignee of the mortgage in the foreclosure proceedings in the above entitled cause, to your Honors respectfully sets forth:

1. That by an order of this Court passed in this cause on the twentieth day of March, nineteen hundred and twenty-four, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, executors as aforesaid of the last will and testament of the said Charles B. Downs, were authorized and directed to re-sell the property described in the said foreclosure proceedings for the payment of the balance of the purchase money and the interest unpaid thereon, due by Mary A. Clark, the purchaser under the said foreclosure proceedings.

2. That after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer and The Centreville Record, two newspapers published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid of the last will and testament of the said Charles B. Downs, the assignee of the mortgage, did pursuant to said notice, attned in front of the banking house of The Stevensville Bank of Maryland, in the town of Stevensville, Queen Anne's County, Maryland, on Saturday, the twenty-sixth day of April, nineteen hundred and twenty four, at the hour of 2:30 o'clock,p.m., and then and there, by virtue of said order, proceeded to sell the real estate described in said advertisement of sale, that is to say: they then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in the said foreclosure proceedings, being all that lot or parcel of land, improved by a two-story frame dwelling house and by some outbuildings, situate, lying and being in the town of Stevensville, in the Fourth Election District of Queen Anne's County aforesaid, on the right or east side of the street or road leading out of said town of Stevensville to Love Point and on the right or south side of the avenue leading from said street or road into the Bright Lots, adjoining on its south side the Parsonage Property of the Methodist Protestant Church and on its rear or east side the property of George E. Callaway, being the same land described in the deed from W.H.H. Hopkins, et al., Trustees to the said George O. Callaway, bearing date the eleventh day Of June, nineteen hundred and fourteen, and recorded in Liber W. F.W. No. 5, folios 289, etc., a land record book for Queen Anne's County aforesaid, and sold the said real estate to Bertha E. White, she being then and there the highest bidder therefor, at and for the sum of Thirty One Hundred and Fifteen Dollars ($3,115.00). The said Bertha E. White has paid to the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid, the sum of Thirty One Hundred and Fifteen Dollars ($3,115.00), being the full amount of the said purchase money. Prior to offering said property for sale, announcement was made by said Executors that the purchaser would be required to pay one-half of the State and County taxes levied on said property for the year nineteen hundred and twenty four, the remaining one-half of said taxes for the year nineteen hundred and twenty four to be paid by the undersigned Executors out of the proceeds of the sale. A certificate of the publication of the aforesaid advertisement of sale in The Centreville Observer, a newspaper published as aforesaid in Queen Anne's County aforesaid, is filed herewith as a part of this Report marked "Exhibit A".

3. And that the said property was sold as directed by the aforesaid order at the risk of the said Mary A. Clark.

Respectfully submitted.

T. Cecil Downs.

Thos. J. Keating.

J. Frank Harper.
Executors of the last will and testament of Charles B. Downs, deceased.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this twenty sixth day of April, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, duly commissioned and qualified according to law, personally appeared T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written;

Notary Public
Seal.

Barnes Legg,
Notary Public.

Order Of Publication of Resale.

Resale of Calloway Residence Property in Stevensville, Maryland.

By virtue of an order of the Circuit Court for Queen Anne's County, in Equity, passed the 20th day of March, 1924, in a cause in said court entitled "T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased, vs. Geo. O. Callaway and Clara C. Calloway, his wife, mortgagors", Cause No. 2506, authorizing and directing a resale of the real estate described in said proceedings, at the risk of Mary A. Clark, the original purchaser in this cause, the undersigned Executors of Charles B. Downs, deceased, assignee of the mortgage under the foreclosure proceedings in the said chancery cause, will sell at public auction to the highest bidder, in front of the Stevensville Bank on Kent Island in Queen Anne's County, Maryland, on Saturday, April 26, 1924, beginning at the hour of 2:30 o'clock p.m., the following real estate, to wit: All that lot or parcel of land with the improvements thereon, situated in Stevensville, on the right or east side of the street or road leading out of Stevensville toward Love Point, in the Fourth Election District of Queen Anne's County, Maryland, and on the right or south side of the avenue leading from said street or road into the "Bright Lots", being the residence property of said George O. Calloway, adjoining what is known as theParsonage Property of the M. P. Church, and adjoining in the rear the property of George E. Calloway.

The lot is improved by an attractive and conveniently arranged two-story frame dwelling, wired for electric lighting, and is comparatively new and in a good state of repair. There are also some outbuildings on the lot.

Terms of Sale-One third, of the purchase money will be required in cash on day of sale. Balance in two equal installments, payable respectively in one and two years from day of sale, with interest from day of sale, on notes endorsed agreeably to the undersigned, Executors, or all cash on day of sale at option of the purchaser or purchasers, Title papers and stamps at expense of purchaser.

Harper and Horney, Solicitors
for Executors.

J. Elmer Anthony, T. Frank Seward,
Auctioneers.

T. Cecil Downs,
Thos. J. Keating.
J. Frank Harper.
Executors of Charles B. Downs,
deceased, Assignee of Mortgage.

THE CENTREVILLE OBSERVER.

Centreville, Md., April 23, 1924.

The Centreville Observer Publishing Co., hereby certifies that the Assignee's Resale in the case of T. Cecil Downs, Thomas J. Keating and J. Frank Harper, vs. George O. Calloway and Clara C. Calloway, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 26th day of April in the year 1924.

The Centreville Observer Publishing Co.

By Bertha G. Durney.
Secretary.

"Exhibit A." Filed Apr. 28th, 1924.

N1S1.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased.

vs.

George O. Callaway and
Clara C. Callaway, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CHANCERY NO. 2506.

ORDERED, This 28th day of April A.D., 1924, that the resale of the real estate made and reported in this cause by T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of June next.

The Report states the amount of sales to be $3115.00.

Filed April 28th, 1924.

B.Hackett Turner, Clerk.

Certificate of Publication of Order Nisi.

Filed June 11th, 1924.

T. Cecil,Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased.

vs.

George O. Calloway, Clara C. Calloway, his wife, Mortgagors. In the Circuit Court for Queen Anne's County in Equity; Chancery No. 2506.

Ordered this 28th day of April, A.D., 1924, that the re-sale of the real estate made and reported by T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B..Downs, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 5th day of June, next.

The Report states the amount of sales to be $3,115.00.

B. Hackett Turner, Clerk.

True Copy:Test:

B. Hackett Turner, Clerk.

Filed April 28th, 1924.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 11, 1924.

The Centreville Observer Publishing Co., hereby certifies that the Order Nisi in the case of T. Cecil Downs, Thos. J. Keating and J. Frank Harper, Executors, vs. Geo. O. Calloway, Clara C. Calloway, Mortgagors, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, before the fifth day of June in the year 1924.

The Centreville Observer Publishing Co.

Filed June 11th, 1924.

By Bertha G. Durney.

FINAL ORDER OF RATIFICATION.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased.

vs.

George O. Callaway, and Clara C. Callaway, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County in Equity.

Cause No. 2506.

ORDERED, this twelfth day of July in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the resale of the real estate made by T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased, and reported by them in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given by the preceding Order Nisi passed in this cause on the twenty-eighth day of April, nineteen hundred and twenty-four; and the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid, are allowed the usual commissions and all expenses, not personal, for which they shall produce vouchers to the Auditor of this Court.

W. H. Adkins.

Filed July 19th, 1924.

Audit No. 1.
Showing Statement of Account
between Mary A. Clark and T,
Cecil Downs.
Filed Sept. 12th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

T. Cecil DOwns, Thomas J. Keating and J. Frank Harper, Executors of the last will and testament of Charles B. Downs, deceased.

Chancery No. 25 06.

versus

George O. Callaway and Clara C. Callaway, his wife, Mortgagors.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That the within account has been stated by him as an account between Mary A. Clark, original purchaser, at the sale described in the report of sale filed September 10, 1923 and the plaintiffs above named as the vendors of said real estate.

It appears that the said purchaser did not comply with the terms of sale and that the said property was sold at her risk for the collection of the balance of the purchase money due by her, and the within account is a statement or an account showing the amount due by her on her original purchase after charging her with the original purchase and the costs of the re-sale and allowing her her original cash payment and the proceeds of the re-sale and is stated according to such cases of re-sale under the jurisdiction of this court.'

That by the within account the said Mary A. Clark is due to the plaintiffs and vendors in the sum of $898.17 with interest from April 26, 1924.

Respectfully submitted:

Madison Brown,
Auditor.

Mary A. Clark, original purchaser at a sale reported in the proceedings of this cause, in account with T. Cecil Downs, Thomas J. Keating and J. Frank Harper, executors of the last will and testament of Charles B. Downs, assignee of mortgage, parties making sale of said real estate.

Dr.

1923.			Dr.	Cr.
Aug. 27	To amount of purchase money for property sold her per report of sale filed Sept. 10, 1923, to wit:		$3925.00	
	By cash payment, per said report,		350.00	
			$3575.00	
	To interest from Aug. 27, 1923 to April 26, 1924,		142.42	
			$3717.40	
	To costs of re-sale as follows:			
	Commissions of vendors:	169.60		
	Appear, fee: vendor's attys.	10.00		
	B. H. Turner, Clerk:	7.00		
	T. H. Seward, Sheriff,	.60		
	Advertising sale in Record:	31.00		
	Ad. sale and nisi in Observer:	36.00		
	Auctioneer's charges:	12.50		
	Costs affidavits to report:	.75		
	State and county taxes (½)	20.82		
	Ad. order nisi on audit,	3.00		
	Madison Brown, auditor for stating this account,	4.50	295.77	

1924. Apr. 26	Cr.		
	By amount of proceeds of re-sale per report of re-sale filed:		$3115.00
	By balance due trustees charged to Mary A. Clark below, to wit:		898.17
		$4031.17	$4031.17
	Dr.		
" "	To balance due by Mary A. Clark to T. Cecil Downs, Thomas J. Keating and J. Frank Harper, brought down	898.17	
	To interest on said balance from Apr. 26, 1924,		
	September 11, 1924.		

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, assignee.

vs.

George O. Callaway et al., mortgagors.

Audit No. 1.

audit showing statement of accounts between Mary A. Clark, original purchaser, and T. Cecil Downs, et al., above named Plaintiff on re-sale.

In the Circuit Court

for Queen Anne's County

in Equity.

Case No. 2506.

ORDERED, This 27th day of September in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown onor before the 28th day of October 1924; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of October 1924, in some newspaper printed and published in Queen Anne's County.

Filed September 27th, 1924.

B. Hackett Turner, Clerk.

Audit No. 2.
Filed Sept. 12th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs.

versus

George O. Callaway et al. Mortgagors.

Chancery

Docket

Cause No. 2506.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by charging the plaintiffs of the cause and vendors of the real estate sold by them, with the gross amount of the original sale less the amount due by original purchaser on her original purchase after cash payment, plus the amount of the re-sale that is to say, in effect with $350.00, amount of cash payment by original purchaser and $3115.00 amount of re-sale.

That then thereout he has allowed the plaintiffs of the cause the vendors of the land sold, their commissions for making the sale, on $350.00 mentioned above, and on $3115.00; the costs of advertising the two sales of the cause and the orders nisi of the cause, Court

costs, costs of bond and insurance, therein including costs relating to original sale and costs relating to re-sale.

That the balance of the amounts charged remaining after allowances made in the within account is not sufficient to pay the mortgage claim in full and is awarded to the plaintiffs as the holders of the mortgage filed in the cause.

That the two sales mentioned in the proceedings of this cause were made as a matter of necessity at different times and for that reason the auditor has calculated the commissions of the vendors on each sale separately, under the rule layed down in Taylor versus Denny 118 Md. Report, 124.

Respectfully submitted:

September 12, 1924.

Madison Brown,
Auditor.

The proceeds of the sale of the mortgaged real estate of George O. Callaway and Clara C. Callaway, his wife, mortgagors, in account with T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors, vendors.

Cr.

1923. Aug. 27	By gross amount of the original sale per report filed Spet. 10, 1923; less amount of difference between balance due by purchaser after cash payment $3575.00 and amount of re-sale $3115.00, to wit: sum of	$3925.00
		460.00
		$3465.00

Dr.

" "	To T. Cecil Downs, Thomas J. Keating and J. Frank Harper, vendors, for their commissions for making sale: 7% on $350.00 in cash payment on original sale:	24.50	
	Commissions by rule on $3115.00 amount of re-sale:	169.60	
		$194.10	
	Less commissions on re-sale allowed below:	169.60	24.50
	To do., for court costs of cause per statement: appear. fee, plaintiffs atty.	10.00	
	costs of clerk:	18.75	28.75
	To do., for costs of advertising sale in Observer, per bill:		45.00
	To do., for advertising sale and nisi thereon in Record, per bill:		50.00
	To do., for State and County taxes on mortgaged property, per bill:		44.93
	To do., for amount paid auctioneer for crying sale, per receipted acct.		12.50
	To do., for costs of insurance against fire obtained on said property per account for same:		19.34
	To do., for the costs of their bond with corporate surety, per receipted acct.		20.00
	To do., for costs of advertising nisi to be passed as to this account:		3.00
	Amounts carried forward, to wit:		$248.02
			$3465.00

		Dr.	Cr.
Amounts brought forward:		$248.02	$3465.00
To do., for costs under re-sale per audit No. 1, as follows:			
Commissions of vendors:	169.60		
Appear fee, vendor's attys:	10.00		
Costs, B.H. Turner, Clerk:	7.00		
Costs of W.H. Seward, Sheriff:	.60		
Costs of advertising sale in Record:	31.00		
Seal and Nisi in Observer:	36.00		
Auctioneer's charges:	12.50		
Costs of affidavits to report:	.75		
½ State and County taxes:	20.82		
Costs advertising nisi o n audit:	3.00		
Auditor's charges:	4.50	295.77	
		$543.79	
To Madison Brown, auditor, for stating this account:		9.00	
To T. Cecil Downs, Thomas J. Keating and J. Frank Harper, executors, holders of mortgage filed on account of their mortgage claim, this balance, to wit: sum of		2912.21	
		$3465.00	$3465.00

September 12, 1924.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, assignee

vs.

George O. Calloway, and Clara Calloway, mortgagors

audit No. 2.

audit showing statement of amount between proceeds of sale of mortgaged real estate of George O. Calloway et al., and T. Cecil Downs, et. al. Plaintiffs and vendors.

In the Circuit Court

For Queen Anne's County

In Equity.

Case No. 2506.

ORDERED, This 27th day of September in the year nineteen hundred and twenty four, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of October, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of October 1924, in some newspaper printed and published in Queen Anne's County, Mrayland.

B. Hackett Turner, Clerk.

Filed September 27th, 1924.

Certificate of Publication of Advertisement of Nisi Ratification of Audit #1.

NISI RATIFICATION OF AUDIT.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, Assignee,

vs.

George O. Calloway, et al, Mortgagors.

Audit No. 1.

Audit showing statement of accounts between Mary A. Clark, original purchaser, and

T. Cecil Downs, et al. above named plaintiff, on re-sale.
In the Circuit Court for Queen Anne's County; in Equity, Case No. 2506.

Ordered, This 27th day of September, in the year nineteen hundred and twenty four, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of October, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of October, 1924, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy-Test:
B. HACKETT TURNER, Clerk.
Filed Sept. 27th, 1924.

THE CENTREVILLE OBSERVER.

Centreville, Md. Nov. 12th, 1924.

The Centreville Observer publishing Co., hereby certifies that the Nisi Ratification of Audit in the case of T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executor of C.B. Downs, vs. Geo. O. Calloway, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 20th day of October in the year 1924.

The Centreville Observer Publishing Co.

By S. Cha's. Walls, Pres.

Certificate of Publication
of Advertisement of Nisi
Ratification of Audit#2.

Filed Sept. 27th, 1924.

NISI RATIFICATION OF AUDIT.

T. Cecil Downes, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downes, Assignee,

vs.

George O. Calloway and Clara Calloway, Mortgagors.

Audit No. 2.

Audit showing statement of amount between proceeds of sale of mortgaged real estate of George O. Calloway, et al. and T. Cecil Downes, et. al. plaintiffs and vendors.
In the Circuit Court for Queen Anne's County, In Equity. Case 2506.

Ordered, This 27th day of September in the year nineteen hundred and twenty four, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of October, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of October, 1924, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy Test:
B. HACKETT TURNER, Clerk.
Filed Sept. 27th, 1924.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 13, 1924.

The Centreville Record Publishing Co., hereby certifies that the Nisi Ratification of audit in the case of T. Cecil Downes, et. al. Ex, vs. G.O. Calloway et al., a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of tw o successive weeks before the 20th day of October, in the year 1924.

The Centreville Record publishing Co,

By E.H. Brown, Jr.

ORDER OF COURT RATIFYING AUDIT #1.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased, vs. George O. Calloway and Clara C. Calloway, his wife, mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2506.

ORDERED, this 14th day of November, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the Order of Ratification Nisi passed thereon in this cause on September 27th, 1924.

LEWIN W. WICKES

filed Nov. 17th, 1924.

ORDER OF COURT RATIFYING AUDIT # 2.

T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased, vs. George O. Calloway and Clara C. Callaway, his wife, mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2506.

ORDERED this 14th day of November, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the Order of Ratification Nisi passed thereon in this cause on September 27th, 1924; and the Executors and Vendors are directed to apply the proceeds of sales accordingly.

LEWIN W. WICKES.

Filed November 17th, 1924.

Queen Anne's County, to wit: Be it remembered that on the twenty third day of August, in the year nineteen hundred and twenty three, the following Order to Docket Suit was brought to be recorded, to wit:

Edwin H. Brown, Jr., Assignee — In the Circuit Court

vs.

Tempie Robbins, Grover C. Robbins, Edward H. Robbins and Viola Robbins, his wife and Francis Robbins and Catherine Robbins, his wife. — for Queen Anne's County, in Equity.

J. F. Rolph, Clerk:-

Please docket the above entitled suit, record the assignment attached to the mortgage from Tempie Robbins, et. al., to William Robbins, dated the sixteenth day of December in the year nineteen hundred and nineteen recorded in Liber J. F. R. No. 3, folios 410 etc., a land record book for Queen Anne's County, and file in the papers in this cause a certified copy of said mortgage and assignment and file also the accompanying bond and enter my appearance for the plaintiff.

August 23, 1923. Edwin H. Brown, Jr.

Certified Copy of Mortgage.

Filed Aug. 23rd, 1923.

QUEEN ANNE'S COUNTY, to wit:

BE IT REMEMBERED, that On the twentieth dayOf December, in the year nineteen hundred and nineteen, the following mortgage was brought to be recorded, to wit.

THIS MORTGAGE, Made this sixteenth day of December in the year nineteen hundred and nineteen by Tempie Robbins, Grover C. Robbins, all of Queen Anne's County, State of Maryland, Edward H. Robbins and Viola Robbins, his wife, of the State of Pennsylvania, and Francis Robbins and Katherine Robbins, his wife, of the City of Wilmington, the State of Delaware.

WHEREAS, William Robbins has advanced various sums of money for the purpose of paying off various judgments and indebtedness against Tempie Robbins and J. E. Robbins and others, which said sums amount in the aggregate to Twelve Hundred ($1200.00) dollars and which said sum is due and payable three years from the date of these presents with interest on said sum at the rate of six per cent per annum, payable semi-annually and whereas it was a condition precedent to the advancement of said sum as the aforesaid should be secured and assured by the execution of these presents and whereas it was a desire of the grantors hereof to secure the said William Robbins for the advancements made by him as aforesaid they do hereby execute these presents.

Now This Mortgage witnesseth that in consideration of the premises and of the sum of One ($1.00) Dollar the said Tempie Robbins, Grover C. Robbins, Edward H. Robbins and Viola Robbins, his wife; and Francis Robbins and Katherine Robbins,his wife; do hereby grant and convey unto William Robbins, his heirs and assigne in fee simple, all that farm, tract of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, near the railroad formerly known as the Queen Anne and Kent Railroad and on the public road leading from Higman's Mill out to the Sudlersville-Stevens Corner Road near Higman's Mill and containing one hundred and sixty seven

acres of land more or less; being the real estate which was devised by Martha J. Elbin by will recorded among the Will Record Books of Queen Anne's County, T. A. B., No. 2, folio 171, unto Tempie Robbins, during her natural life and at the death of the said Tempie Robbins to go to her children, Edward H. Robbins, William Robbins and Francis Robbins, then living and any other she may have not now in esse and to the survivor or survivors of them as tenants in common; the said farm being more particularly described in a deed from Henry W. Archer, trustee to Martha J. Elbin, sometimes called Martha J. Elbin, dated October 28th, 1873, and recorded in Liber J. W., No. 5, folio 147 etc., a Land Record Book for Queen Anne's County, and in a deed from Edwin H. Brown, surviving trustee to Tempie Robbins dated July 25th, 1900, and recorded in Liber J. E. G. No. 1, folio 6, to which said will and deed reference is hereby made for a more full and perfect description the property hereby conveyed.

And the said Edward H. Robbins, Francis Robbins, Grover C. Robbins and Tempie Robbins covenant that they will warrant generally and specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

Together with all rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said Tempie Robbins, Grover C. Robbins, Edward H. Robbins and Francis Robbins, their heirs executors, administrators or assigne shall well and truly pay to the said William Robbins, his administrators or assigne the aforesaid sum of twelve hundred dollars and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Tempie Robbins, Gover C. Robbins, Edward Robbins and Francis Robbins, their heirs and assigns shall possess said property.

And the said Tempie Robbins, Grover C. Robbins, Edward H. Robbins and Francis Robbins, for themselves, their heirs, executors, administrators and assigne hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred inthe collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said William Robbins, his successors, executors, administrators or assigns, and to have said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in paymentof said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said William Robbins, his executors, administrators or assigne, or Edwin H. Brown, Jr., his or their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser,

with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all espenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to
or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said William Robbins, his executors, administrators, successors or assigne, or Edwin H. Brown, Jr., his or their said Attorney, shall not be required to receive and accept the principal of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Tempie Robbins, Grover C. Robbins, Edward H. Robbins and Francis Robbins, for themselves their heirs, executors, administrators and assigne, hereby covenant topay,

Witness their hand and seals:

Tempie Robbins (SEAL)

Grover C. Robbins. (SEAL)

Test as to Tempie
Grover C. Robbins,
Wm. Harrington.

Test as to Edward H.
Robbins and wife
William Robbins,
W. C. Burkholder.

Edward H. Robbins (SEAL)

Viola Robbins. (SEAL)

Test as to Francis Robbins
and wife,
Albertus B. Stayton.

Francis Robbins. (SEAL)

Katherine Robbins. (SEAL)

State of Delaware.
City of Wilmington, to wit:

I hereby certify that on this 16th day of December, in the year nineteen hundred and nineteen, before the subscriber, a Notary Public of the State of Delaware, in and for the City of Wilmington, duly commissioned and qualified, personally appeared the said Francis Robbins and Katherine Robbins, his wife and each did acknowledge the aforegoing mortgage to be their respective act and deed.

In testimony whereof, I hereunto set my hand and
affix my notarial seal the day and year above written.

ALBERTUS B. STAYTON.
NOTARY PUBLIC.

County of Philadelphia,
State of Pennsylvania.
City of Philadelphia, to wit:

I hereby certify that on this eighteenth day of December, in the year nineteen hundred and nineteen, before the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, duly commissioned and qualified, personally appeared the said Edward H. Robbins and Viola Robbins, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed.

W. B. BURKHOLDER.
Notary Public.
Commission expires Jan. 17, 1921.

State of Maryland,
Queen Anne's County, to wit:

I hereby certify that on this 19th day of December, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared the said Tempie Robbins, and Grover C. Robbins, and did each acknowledge the aforegoing mortgage to be their respective act and deed.

W. HARRINGTON.
Justice of the Peace.

STATE OF DELAWARE.
City of Wilmington, to wit:

I hereby certify that on this 16th day of December, in the year nineteen hundred and nineteen, before the subscriber, a Notary Public of the State of Delaware, in and for the City of Wilmington, duly commissioned and qualified, personally appeared the said William Robbins, the within named mortgagee and made oath in due form of law that the consideration as herein set forth is true and bona fide as therein stated.

In testimony whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

Albertus B. Stayton.
Notary Public.

My commission expires April 20, 1921.
Albertus B. Stayton.

State of Maryland,
Queen Anne's County, to wit:

Be it remembered that on the twenty third day of August in the year nineteen hundred and twenty three the following was brought to be recorded, to wit:

For value received and for the purpose of collection by foreclosure or otherwise I do hereby transfer and assign the within and aforegoing mortgage to Edwin H. Brown, Jr.,

Witness my hand and seal this 21st day of August in the year nineteen hundred and twenty three.

Test:
C. M. Melvin, Jr.,

William Robbins. (SEAL).

State of Maryland, Queen Anne's County, to wit:
I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R., No. 3, folio 410, etc., a land record book for Queen Anne's County.

In testimony, whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 23rd day of August, in the year nineteen hundred and twenty-four.

J. F. Rolph, Clerk.

BOND.
Filed Aug. 23rd, 1923.

State of Maryland, Queen Anne's County, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr., of Queen Anne's County, State of Maryland and the American Surety Company, a body corporate duly created by and existing under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen hundred dollars, lawful money of the United States of America to be paid to the said State of Maryland to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally.

SEALED with our seals and dated this twenty third day of August in the year nineteen hundred and twenty three.

WHEREAS default has occurred in the terms, conditions and provisions of a certain mortgage from Tempie Robbins, Grover C. Robbins, Edward H. Robbins and Francis Robbins, dated the sixteenth day of December in the year nineteen hundred and nineteen and recorded in Liber J. F. R. No. 3, folios 410, etc., a land record book of Queen Anne's County aforesaid, by reason of the non paymentof the principal mortgage debt secured by said mortgage.

WHEREAS the said Edwin H. Brown, Jr., to whom said mortgage has been duly assigned by William Robbins to whom the same is given as mortgagee by assignment written on said mortgage, is about to execute the power of sale contained in said mortgage to be exercised by said mortgagee or their assigns, in case of default in the terms of said mortgage and is about to make sale of the property granted and conveyed by said mortgage because of the default in the terms of said mortgage hereinbefore mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Edwin H. Brown, Jr., does and shall abide by and perform and fulfill any order of decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and effect in law.

Signed, sealed and delivered
in the presence of
Lida E. Hopkins.

Attest:- J. Lemuel Roberts.

Corporate
Seal's
Place.

Edwin H. Brown, Jr. (SEAL).

THE AMERICAN SURETY COMPANY.
By: Madison Brown,
Its attorney in fact.

On the back Of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed August 23rd, 1923.

J. F. Rolph, Clerk.

Report of Sale.
Filed October 24, 1923.

Edwin H. Brown, Jr., Assignee,

vs.

Tempie Robbins, et. al.

In the Circuit Court

for

Queen Anne's County,

In Equity. Cause No. 2508.

To the Honorable, the Judges of said Court:

The Report of Sale of Edwin H. Brown, Jr., Assignee of Mortgage, respectfully sets forth:

First, That default having occurred by the nonpayment of the balance of the principal and interest thereon secured by a Mortgage from Tempie Robbins, et al. to William Robbins, dated the sixteenth day of December in the year nineteen hundred and nineteen and assigned by said William Robbins to Edwin H. Brown, Jr., said mortgage and assignment being recorded in Liber J. F. R., No. 3, folios 410 &c., a land record book for Queen Anne's County, the said Edwin H. Brown, Jr., as assignee, prior to the time of the sale hereinafter mentioned, did cause a notice of said sale and of the time, place, manner and terms thereof, to be inserted as an advertisement in the Centreville Record, a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for more than twenty days prior to the day of sale, and files with this report as part hereof a copy of said advertisement duly certified to by the Publishers of said paper; a certified copy of the aforesaid mortgage and assignment being filed in theproceedings of this cause.

Second, That prior to the day of sale hereinafter mentioned the said Edwin H. Brown, Jr., Assignee, filed with the Clerk of this Court a bond to the State of Maryland in the penalty of fifteen hundred dollars conditioned as required by law for the foreclosure of said mortgage, which said bond said clerk duly approved.

Third, That pursuance to said notice of sale the said Edwin H. Brown, Jr., Assignee, did on the 18th day of September, in the year nineteen hundred and twenty three at the hour of 2 o'clock P.M., attend in front of the Court House Door, in the town of Centreville, Maryland, and then and there in execution of the power and authority conferred upon himby said mortgage to make sale of the mortgaged property in the following manner, to wit: He first read the advertisement of sale and announced that in addition to the terms of sale as advertised that said property would be sold with the understanding that possession of same would be given on January 1st, 1924, that the purchaser would get the corn rent for the year nineteen hundred and twenty three and pay all State and County Taxes for the year nineteen hundred and twenty three, and he then offered at public auction to the highest bidder the mortgaged property consisting of three undivided one fifth interest, of, in and to all that farm, tract of land, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, near Rail Road formerly known as the Queen Anne and Kent Rail Road and on the public road leading from Higman's Mill out to Sudlersville-Stevens Corner road near Higman's Mill, adjoined on the north by the property of J. E. Higman and William Biggs,

on the east by the property of William Biggs and Liston Pennington and on the south and west by the property of R. B. Massey, containing eighty three acres of land, more or less, sixty acres of which is cleared land and twenty acres in meadow and woodland; improvements consist of dwelling, carriage house and barn and stable combined, and being the same property described in the aforesaid mortgage and sold same unto Grover C. Robbins at and for the sum of thirteenhundred and eighty dollars, he being then and there the highest bidder therefor, that the said purchaser has entered into an agreement to pay all the purchase money upon the final ratification of this sale by the Court.

Respectfully submitted,

Edwin H. Brown, Jr.
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty fourth day of October in the year nineteen hundred and twenty four, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, State of Maryland, personally appeared Edwin H. Brown, Jr., Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that said sale was fairly made.

J. F. Rolph,
Clerk of the Circuit Court for Queen Anne's County, Maryland.

Edwin H. Brown, Jr., Assignee

vs.

Temple Robbins, et. al.

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No. 2508;

To the Honorable, the Judges of said Court:

Edwin H. Brown, Jr., Assignee, respectfully submits the following statement and affidavit as to the balance due on said mortgage in which default has occurred and under which sale was made in this cause:-

Principal	$1200.00
Interest from December 18, 1919 to September 18, 1923.	270.00
	$1470.00

Ad. 5% atty. commissions for collection.

Respectfully submitted,

Edwin H. Brown, Jr.,
Assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty fourth day of October in the year nineteen hundred and twenty four, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, State of Maryland, personally appeared Edwin H. Brown, Jr., Assignee, and made oath in due form of law that the above is a true and correct statement of the mortgage indebtedness due under the mortgage in these proceedings.

J. F. Rolph,
Clerk of the Circuit Court.

Filed October 24th, 1923.

Certificate of Publication of Advertisement.

Filed Oct. 24th, 1923.

Assignee's Sale of Valuable Farm in Queen Anne's County, Maryland.

Under the by virtue of the power of sale contained in a mortgage from Grover C. Robbins, Edward C. Robbins and wife, and Francis Robbins dated the 15th day of December, in the year nineteen hundred and nineteen and assigned unto Edwin H. Brown, Jr., said mortgage and assignment being recorded in Liber J. F. R., No. 3, folios 410 etc., one of the land record books in Queen Anne's County, Maryland, default having occured in the terms of said mortgage, the undersigned as assignee will offer at public sale in front of the Court House dooe in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, September 18, 1923, commencing at 2 o'clock p.m., three undivided one fifth interest of, in and to the following described real estate; all that farm, tractof land, situate, lying and being in the first Election District of Queen Anne's County, State of Maryland, near Rail Road formerly known as the Queen Anne and Kent Rail Road and on the public road leading from Higman's Mill out to the Sudlersville-Stevens Corner road near Higman's Mill, adjoinedon the north by the property of J. E. Higman and William Biggs, on the east by the property of William Biggs and Liston Pennington and on the south and west by the property of R. B. Massey, containing 83 acres of land, more or less, 63 acres of which is cleared land and 20 acres in meadow and woodland.

Improvements consist of dwelling, carriage house and barn and stable combined. This being the same property described in the aforesaid mortgage.

Terms of Sale: One third Of the purchase money will be required in cash on theday of sale and the balance in two equal installments of 6 and 12 months respectively from date of sale, said deferred payments to bear interest from day of sale, and to be secured to the satisfaction of the undersigned or all of the purchase money in cash on the final ratification of the sale by the court. The purchaser is to bear all expenses of title papers including revenue stamps.

(Signed) Edwin H. Brown, Jr.,
Assignee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 28th, 1923.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Brown, Jr., Assignee vs. Tempie Robbins et. al., a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st insertion on Aug. 25, 1923.) before the 18th day of September in the year 1923.

The Centreville Record Publishing Co.

Filed Oct. 24th, 1923. E. H. Brown, Jr.

NISI.

Edwin H. Brown, Jr., Assignee. vs. Tempie Robbins, et. al.

In the Circuit Court for Queen Anne's County In Equity.

Chancery No. 2508.

ORDERED, This 24th day of October, A. D., 1923, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of December next; provided a copy of this order be inserted insome newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 31st day of November next.

The Report states the amount of sale to be $1380.00.

Filed October 24th, 1923. J. F. Rolph, Clerk.

Order Nisi.

Filed Jan. 28th, 1924.

Edwin H. Brown, Jr., Assignee, vs. Tempie Robbins.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2508.

Ordered, This 24th day ofOctober, A.D., 1923, that the sale of the real estate made and reported in this cause by Edwin H. Brown, jr., assignee, be ratified and confirmed, unless cause to the contraby thereof be shown on or before the 31st day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 31st day of November next.

The report states the amount of sales to be $1380.00.

True Copy:- J. F. Rolph, Clerk.

Test: J. F. Rolph, Clerk.

Filed October 24th, 1923.

THE CENTREVILLE RECORD.

Centreville, Maryland, Jan. 28, 1924.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Brown, Jr., vs. Tempie Robbins, Cause No. 2508, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 31st day of November in the year 1923.

The Centreville Record Publishing Co.

Filed Jan. 28th, 1924. By E. H. Brown, Jr.

Edwin H. Brown, Jr., Assignee
vs.
Tempie Robbins, et. al.

In the Circuit Court
for
Queen Anne's County,
In Equity, Cause No. 2508.

ORDERED, this 30th day of January in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made by Edwin H. Brown, Jr., Assignee of Mortgage mentioned in the aforegoing Report of Sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the terms of the Order Nisi heretofore passed in this cause in reference to said sale.

The said assignee is allowed the usual Trustees commissions for making said sale and all expenses not personal.

Filed Jan. 30th, 1924. Thomas J. Keating.

Report and Account of the Auditor.

Filed August 1st, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

Edwin H. Brown, Jr., assignee, Chancery
versus Number 2508.
Tempie Robbins, et. al.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, auditor, unto Your Honours respectfully sets forth:

That in the within account Edwin H. Brown, Jr., assignee of the mortgage described in the above cause and the party selling the land reported sold under said mortgage, is first charged with the gross sale made by him and is then and thereout allowed his commissions for making the sale, per terms of the mortgage, the costs of advertising sale and the several orders nisi of the cause, auctioneer's charges, the costs of his bond, taxes paid by him, the fee of the auditor and the amount of the sales then remaining after these allowances, the balance so remaining not being sufficient to pay the mortgage debt in full-

Below is appended a statement of the debt showing the application thereto of the net sale and the amount remaining after said application-

Respectfully submitted:

Madison Brown,
Auditor.

July 31, 1924.

STATEMENT OF DEBT.

Amount of mortgage debt on day of sale, per statement of debt filed,	$1470.00
Amount of attorney's commissions due to Edwin H. Brown, Jr.,	73.50
	$1543.50
Cr: by net sale from above,	1145.08
Balance due sale assignee with interest thereon from September 18, 1923,	$ 398.42

The proceeds of the sale of the mortgaged real estate of Temple Robbins and others, mortgagors, in account with Edwin H. Brown, Jr., assignee of mortgage, party making sale of the mortgaged real estate under power of sale contained in mortgage.

Cr.

1923. Sept. 18,	By gross proceeds of the sale of the mortgaged real estate, per report of sale filed, to wit:		$1380.00

Dr.

To Edwin H. Brown, Jr., party making sale for his commissions, per terms of mortgage, the sum of	$90.30	
To do., for court costs of above cause, per Clerk's statement; costs of Clerk of Court $19.25		
Appear fee of E. H. Brown, Jr., 10.00	29.25	
To do., for the costs of his bond with corporate surety;	20.00	
To do., for the amount paid J. E. Anthony for auctioneering sale per his receipt,	10.00	
To do., for costs of advertising notice of sale, order nisi on sale, order nisi relative to this account, per bill,	53.00	
To do., for 3/5 of the amount of the taxes of 1923 on land in mortgage (3/5 of $46.44) paid by him per receipted account, to wit:	27.87	
To Madison Brown, auditor, for stating this account, to wit:	4.50	
To Edwin H. Brown, Jr., assignee of mortgage, in part of mortgage debt due him under assignment of mortgage to him, this balance of	$1145.08	
	$1380.00	$1380.00

Madison Brown,
Auditor.

July 31, 1924.

NISI RATIFICATION OF AUDIT.

Edwin H. Brown, Jr., assignee vs. Tempie Robbins, et.al.,

In the Circuit Court for Queen Anne's County In Equity.

Case No. 2508.

ORDERED. this 1st day of August in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of August, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of August, 1924, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner,
Clerk.

Filed Aug. 1st, 1924.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of August, inthe year nineteen hundred and twenty three, the following Bill of Complaint was brought to be recorded, to wit:

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump,	plaintiff,	Chancery Docket, Cause No.
versus		
Elizabeth Barton Jump, Francis Jump, and Harold Jump,	defendants.	

To the Honorable, the Judges of said Court:

Your oratrix, complaining, says:

1. That herefofore, a certain George L. Jump, late of said county, deceased, was, in his lifetime, seized and possessed, interalia, of the two following described lots or parcels of land, to wit:

> All that lot or parcel of land improved by a frame store house and frame warehouse called or known as "The George L. Jump Hardward Store Property", situate, lying and being in or near the village of Queen Anne, in Queen Anne's County, State of Maryland, on the left side of the road leading from town of Centreville through said village to Hillsboro, bounded on one side by the property belonging to Sallie B. Jump called "The Hotel Property of Garrettson Smith" and upon the other side by the property of Flowers, formerly the property of Rebecca Flowers, and bounded in the rear by an alley or road way; with a frontage of sixty feet and a depth of two hundred feet; being the same property conveyed unto the said George L. Jump, by Thomas Hackett and another, by deed dated August 10, 1903, and recorded in Liber J. E. G. No.5, fols. 283 &c., a land record book of said county.
>
> ALSO
>
> All that lot or parcel of land situate in or near the village of Queen Anne in Queen Anne's County aforesaid, on north side of Broad Street, and also on the alley or way mentioned above, adjoining the land of with a frontage of sixth feet and with a depth of one hundred sixty three feet; being the same land conveyed unto the said George L. Jump by Queen Anne Land and Improvement Co., by dded dated September, 1905, and recorded in Liber S.S. No. 1, fols. 235 &c., a land record book of said county; being located in the rear of the first mentioned lot and separated thereform by said alley.

2. That being so seized and possessed thereof the said George L. Jump departed this life sometime in the month of February, 1918, intestate, and leaving surviving him as his only heirs at law, your oratrix, who was his wife and is his widow, and three children, Elizabeth Barton,Jump, Francis Jump and Harold Jump, thedefendants, all of whom are infants under the age of twenty one and are now at this time residing with their mother, the said Sallie B. Jump, in Queen Anne's County aforesaid.

3. That your oratrix is now seized and possessed in fee of one undivided third part of said lands and each of the said infant defendants are seized and possessed in fee simple or two undivided ninth part of said lands.

4. That the said two parcels of land cannot be divided among the parties entitled thereto and owning the same as above set forth according to their respective rights therein without loss or injury to them.

5. That your oratrix is advised that she is entitled to have the said two parcels of land sold under a decree of this Court and a division of the money arising from said sale had among the parties entitled thereto according to their respective rights.

6. That the said infant defendants have two legal guardians residing within the jurisdiction of this Honorable Court, to wit: the said Sallie B. Jump andMadison Brown, of said county.

To the end therefore:

(1) That a decree may be passed for the sale of said land;

(2) That the proceeds of said sale may be distributed among the parties entitled thereto, that is to say; between your oratrix and the said three infant defendants, according to their respective rights therein;

(3) That your oratrix may have such other and further relief as her case may require.

May it Please Your Honors to grant unto Your Oratrix the writ of subpoena directed to the said Elizabeth Barton Jump, Francis Jump and Harold Jump, infants under the age of twenty one years, residing with Sallie B. Jump in Queen Anne's County aforesaid, commanding them to be and appear in this Court on some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound &...

Madison Brown,
Solicitor for the plaintiff.

Subpoena for Respondents to appear and answer.

Filed Sept. 5th, 1923.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Elizabeth Barton Jump,
Francis Jump
Harold Jump, Infants.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st Monday of September next, to answer the complaint of Sallie B. Jump, against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st Monday of August, 1923.

Issued the 25th day of August, in the year 1923.

J. F. Rolph, Clerk.

Madison Brown,
Solicitor for Plaintiff.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of September next, being the Return Day.

J. F. Rolph, Clerk.

On the back of the foregoing Subpoena was thus endorsed, to wit: Served by reading the within writ to Elizabeth Barton Jump, Francis Jump and Harold Jump, Infants Defendants named therein and copy left with their mother, this twenty fifth day of August, 1923.

S. E. Spry,
Sheriff.

Filed Sept. 5th, 1923.

Petition for appointment
of guardians ad litem for
infant defendants.
Filed Sept. 6th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump, plaintiff,	Chancery
versus	Docket
Elizabeth B. Jump,	Cause No.
et al., defendants.	2509.

To the Honorable, the Judges of said Court:

The petition of Sallie B. Jump, plaintiff, unto Your Honors respectfully sets forth:

That the procedd heretofore issued for Elizabeth B. Jump, Francis Jump and Harold Jump, infant defendants of above cause, has been returned served as will appear from the endorsement of the sheriff upon said process.

That your petitioner is the mother of the defendants, and she and her attorney filing the bill of the cause are the legal guardians of the said defendants.

That because of the facts stated in the preceding paragraph your petitioner is advised that is necessary for this Honorable Court to appoint a guardian ad litem to answer the bill and defend the suit instituted thereby for said infants.

Your petitioner therefore prays Your Honors to appoint some suitable person the guardian ad litem aforesaid.

Respectfully submitted,

Madison Brown,
Solicitor for the petitioner.

State of Maryland, Queen Anne's County, SCT: I hereby certify that on this 12th day of September, 1923, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, and he did make oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated, to the best of his knowledge and belief.

J. F. Rolph, Clerk.

Ordered, this 12th day of September, nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity and by the authority of said court, that James McK. Tilghman be and he is hereby appointed guardian ad litem for Elizabeth Jump, Francis Jump and Harold Jump, infant defendants of the above cause, with authority and direction to answer the bill of complaint and defend the suit instituted thereby for them.

Thomas J. Keating.

Answer of Infants by guardian ad litem.

Filed Sept. 14th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump, plaintiff,	Chancery Docket,
versus	Cause
Elizabeth Barton Jump,	No.
Francis Jump and	
Harold Jump, defendants.	

To the Honorable, the Judges of said Court:

The joint and several answer of Elizabeth Barton Jump, Francis Jump and Harold Jump, infant defendants of above cause, by James McKenney Tilghman, their guardian ad litem,

duly-appointed by the order of this Court, to the bill of complaint of Sallie B. Jump against them in this court, in above cause, exhibited.

These defendants, being infants, cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this court.

And as in duty bound &....

J. McK. Tilghman.

Guardian ad litem.

TESTIMONY.

Filed Sept. 15th, 1923.

Sallie B. Jump, Plaintiff, vs. Elizabeth B. Jump, Defendant.	In the Circuit Court for Queen Anne's County, In Equity. Chy. No. 2509.

To the Honorable, the Judges of said Court:-

The above entitled cause being at issue, and the subscriber, one of the regular Examiners for this Honorable Court, did attend at my office, in the town of Centreville, Queen Anne's County, Maryland, on the fourteenth day of September, in the year nineteen hundred and twenty three, at the hour oftwo o'clock P.M., and proceeded to take the following testimony, to wit:-

Charles H. Dean, the first witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st Int. State your name, age, residence and occupation.

Ans. Charles H. Dean is my name, I am 53 years of age, I reside in Queen Anne, Queen Anne's County, Maryland, my occupation is a dealer in machinery.

2nd Int. State if you know any the parties to this suit, if yea, which of them you know and how long you have known them.

Ans. I know all the parties. I have known them all their lives.

3rdInt. State whether or not you are acquainted with one George L. Jump, and if he is living or dead, if dead, when and where he died.

Ans. I knew him. He died in February 1918. He died at the Hotel Rennart, but he was a resident of Queen Anne's County, Md.

4th Int. Do you know whether or not he left a last will and testament.

Ans. I know he did not.

5th Int. State if you know, who the said George L. Jump left surviving him as his heirs at law.

Ans. He left his widow, Sallie B. Jump and three children, namely Elizabeth B. Jump, Francis Jump and Harold Jump.

6th Int. State if you know, the ages of the children of George L. Jump.

Ans. They are all under twenty one years of age.

7th Int. State whether or not you are acquainted with the property left by the said George L. Jump in and near the village of Queen Anne, known as the "George L. Jump Hardward Store property", and a lot of land in rear of said hardward store property and if so describe the same briefly and give your idea of the value of same.

Ans. I know both properties. The Hardware Store Property is on the Main Street, easterly side, and is joined on one side by the "Garrettson Smith Hotel Property" and on the other side by the property of H. C. Flowers. The lot is 60 by 200 feet running back to a eighteen foot alley which separates the Hardward Store property from the vacant lot in the rear. This property is improved by a two story frame building and shed used as a Hardward Store and storage. The vacant lot in the rear of the store bordering on the alley which I have spoken of runs from this alley to what is known as Broad Street. This lot is umimproved and adjoins on both sides the property of George Moore. This lot is 60 feet wide and about 160 feet long and is used for storage of fencing and such things in connection with the Hardware store. In my judgment the front Hardware Store lot with building is worth about $3000 and the vacant lot in the rear which I have described is worth about $150. The value I have given is based upon the idea that the property be sold separately. If sold together it might possibly bring $100 or $150 more.

8th Int. State whether or not in your opinion either of the two parcels of land you have described can be divided among the parties now owning the same, that is to say, between the said Sallie B. Jump and the three children of George B. Jump, according to their respective interest in same, without loss or injury to them.

Ans. It is impossible to divide the lots or either of them among the parties entitled to them, because of the size of the lots. Even the rear lot could not be divided without loss to them.

Examiner's Special.

I do not.

Chas. H. Dean.

Harry C. Flowers, the next witness of lawful age, produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st Int. State your name, age, residence and occupation.

Ans. My name is Harry C. Flowers, I am 50 years of age, I reside in Queen Anne's County, in the village of Queen Anne, in the State of Maryland. I am a dealer in grain and farmer.

2nd Int. State if you know any the parties to this suit, if yea, which of them you know and how long you have known them.

Ans. I know all the parties to this suit and have known them all their lives.

3rd Int. State whether or not you are acquainted with one George L. Jump, late of Queen Anne's County, Maryland, if so, state if he is living or dead and if dead when and where he died.

Ans. I knew him all his life. He is dead. He died in February, 1918, in Baltimore, but was a resident of Queen Anne's County at the time of his death.

4th Int. Do you know whether or not he left a last will and testament.

Ans. He did not leave a last will and testament.

5th Int. State if you know who the said George L. Jump left surviving him as his heirs at law.

Ans. He left a widow, Sallie B. Jump and three children, Elizabeth B. Jump, Francis Jump and Harold Jump.

6th Int. State if you know the ages of the parties to this suit.

Ans. Mrs. Jump is an adult. The three children of Mr. Jump are all under twenty on years of age.

7th Int. State whether or not you are acquainted with the property left by the said George L. Jump in and near the village of Queen Anne's Known as "The George L. Jump Hardward Store Property" and a lot of land in rear of said hardware store property and if so describe the same briefly and give your idea of the value of same.

Ans. I know it very well. It adjoins my property where I live on one side. The Hardware store property is located on the easterly side of Main Street, in Queen Anne, Queen Anne's County, Maryland, and runs back to an eighteen foot alley in the rear. It adjoins on the southerly side the property known as "The Smith Hotel Property", this lot has a frontage of about 60 feet and depth of about 200 feet. It is improved by a two story frame building, used as a Hardware Store, The other lot lies across the alley immediately in the rear of the store, and extends to Broad Street. It adjoins both northerly and southerly the land of George C. Moore. This lot is unimproved and has a width of about sixty feet and depth of about one hundred and sixty feet. This lot is used in connection with the hardward store property for the storage of fences &c., If the two properties are sold as one I should say it would be worth about $3400.00, but if sold separately I dont believe they would be worth more than $3200.00

8th Int. State if you know who are the owners of the two lots of land you have described.

Ans. It is owned by the heirs of George L. Jump; Mrs. Sallie B. Jump, his widow, and his three children, Elizabeth B. Jump, Frances Jump and Harold Jump.

9th Int. State whether or not in your opinion either of the two parcels of land you have described can be divided among the parties now owning the same, that is to say, between the said Sallie B. Jump, and the three children of George L. Jump, according to their respective interest in same, without loss or injury to them.

Ans. It cannot be divided. My reason for saying this, is, that their are four heirs, and one property is a lot with a building and the other is a vacant lot. It would be impossible to divide this in four parts.

Examiner's special.

I do not.

Harry C. Flowers.

There being no further witness to be examined and neither party desiring further time for the production of evidence, your Examiner, respectfully makes his return, and certifies that he was engaged as such examiner two days and examined two witnesses, making costs chargeable to the Plaintiff, as follows:-

Charles E. Tucker, Examiner,	$8.00
Charles H. Dean, Witness,	.75
Harry C. Flowers, Witness,	.75
	$9.50

Respectfully submitted.

Chas. E. Tucker,
Examiner.

Decree of Sale.
Filed, October 6th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump, plaintiff,

versus

Elizabeth B. Jump,
Francis Jump and
Harold Jump, defendants.

Chancery
Cause
No.
2509.

The above cause standing ready for hearing and being submitted without argument, the bill of complaint and all the other proceedings were read and considered.

It is thereupon, on this sixth day of October, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, adjudged, ordered and decreed that the real estate in the proceedings of said cause be sold for the purpose of partition.

That Madison Brown, of said county, be and he is hereby appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows; he shall first file with the clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, to be executed by himself, with a surety or sureties thereon to be approved by this Court or by the said clerk, in the penalty of Five thousand dollars, if the surety on said bond shall be corporate surety, or in the penalty of the sum of Eight thousand dollars, if the surety or sureties on said bond shall be persons, that is to say: personal security, conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in himby any future decree or order in the premises; he shall then proceed to sell said property at private sale if he can obtain threrfor the sum of four thousand dollars as the sale price, or at public sale having given at least three weeks previous notice by advertisement inserted insome newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

one third of the purchase money to be paid in cash at the time of the sale, and the balance thereof to be paid either in two equal instalments payable in one and two years from the day of sale, or on the ratification of the sale, at the option of the purchaser or purchasers; all credit payments to bear interest from day of sale and to be secured to the satisfaction of the said trustee.

The cost of the title papers including costs of necessary revenue stamps for the deed and credit payments to be borne by the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales the said trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property and to his, her or their heirs, the property and estate to him, her or them, sold, free, clear and discharged from all claim of the parties to this cause andof any and every personor persons claiming by, from or under them or any of them.

And the said trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom 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.

Thomas J. Keating.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump	Chancery Docket,
versus	Cause No.
Elizabeth B. Jump, et al.	2509.

To the Honorable, the Judges of said Court:

The petition of Sallie B. Jump, plaintiff, unto Your Honors respectfully sets forth:

That she is advised that the property mentioned and described in the proceedings of the above cause as the property sought to be sold under the decree of this court can be sold at private sale for the sum of four thousand dollars.

That the sum mentioned is a good and fair price for the said property and an adequate one, and considerable more than the value set on the said property by the witnesses who testified in the proceedings of the above cause.

That she considers that it will be to the interest and advantage of all the parties to the above cause that the trustee to be appointed by this Court to make the sale about to be decreed be given an opportunity make said sale at private sale at the said sum of four thousand dollars.

Your petitioner therefore prays Your Honors to include in said decree power and authority to the trustee to be appointed by said decree to sell said property at private sale for not less than four thousand dollars.

Respectfully submitted,

Madison Brown,
Attorney for the plaintiff.

To the Honorable, the Judges of said Court:

I, the undersigned, do hereby give my consent to the character of decree prayed for in above petition, as I have read the testimony filed in above cause and do not think an offer at private sale for the price mentioned in above petition should be turned down.

J. McK. Tilghman.
guardian ad litem.

Filed Oct. 3rd, 1923.

To the Honorable, the Judges of the Circuit Court for Queen Anne's County in Equity.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump
versus
Elizabeth B. Jump,
et. al.

Cause No.
2509.

To the Honorable, the Judges of said Court:

We, the undersigned, do hereby certify that we are acquainted with the property situated in village of Queen Anne in above named county known as "The George L. Jump Store Property" and "Store Lot" mentioned in proceedings of above cause, and that we consider the sum of four thousand dollars for both properties an adequate price, and more than could be obtained therefor at public sale at this time.

And we do further certify that in our judgment a sale made by a trustee under the decree of this Court at private sale for the sum of four thousand dollars such a sale as should be made by the trustee and accepted by the Court.

Respectfully submitted,

Chas H. Dean
Harry Clerk
H. J. Flowers
Geo. C. Moore.

Bond.
Filed October 6th, 1923.

STATE OF MARYLAND, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars, current money, to be paid to the said State of Maryland or its certain attorney, to which payment well and

truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this eighth day of October, in the year nineteen hundred and twenty three.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date October 6th, 1923, and passed in a cause in said Court bearing number and wherein Sallie B. Jump is plaintiff and Elizabeth Barton Jump and others are defendants, the above bound Madison Brown has bee appointed trustee to make saleof certain real estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Madison Brown, do, and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of J. Lemuel Roberts.

Corporate Seal's Place.

Madison Brown, (SEAL).

AMERICAN SURETY COMPANY OR NEW YORK
BY Madison Brown.
its attorney in fact.

Attest:
Countersigned by
J. Lemuel Roberts.

On the back of the foregoing bond was thus endorsed, to wit: Security approved and Bond filed October 8th, 1923.

J. F. Rolph, Clerk.

Report of Sales.
Filed October 10th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump, plaintiff,
versus
Elizabeth B. Jump,
Francis Jump,
Harold Jump, defendants.

Chancery Docket,
Cause
No.

To the Honorable, the Judges of said Court:

The report of Madison Brown, trustee appointed by the decreed in this cause to make sale of a certain real estate therein mentioned, shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, he did, on the ninth day of October, 1923, in exercise of thepower and authority conferred upon him by said decree to make sale of the property decreed to be sold at private sale at not less than the sum of four thousand dollars, sell the property decreed as aforesaid to be sold and hereinafter described at private sale unto Henry E. Morgan, Horace Morgan and Bernard Messix, of said county,copartners, trading as The G.L. Jump Hardward and Implement Company, as and for the partnership property at and for the sumof four thousand dollars, of which the said purchasers have paid the said trustee thirteen hundred thirty three dollars and thirty four cents.

That according to the terms of sale agreed on between your said trustee and the said purchasers the balance of said purchase money is to be paid on the ratification of the sale, with interest from October, 1923, and the said purchasers are to have the rents of said property from October 1st, 1923, and are to pay three twelfths of the state and county taxes for current year, while the trustee is to pay out of the proceeds of sales the remainder of the taxes due on said property.

That the property so sold under said decree consists of the following parcels of land, to wit:

All that lot or parcel of land improved by a frame store house and frame ware house called or known as "The G.L. Jump Hardward Store Property", situate, lying and being in or near the village of Queen Anne, in Queen Anne's County, State of Maryland, on the left of the road leading from the town of Centreville thru said village to Hillsboro, bounded on one side by the property belonging to Sallie B. Jump called "The Hotel Property" and on the other side by the property of Harry P. Flowers, formerly that of Rebecca Flowers, and bounded in the rear by an alley or road way; with a frontage on said road of sixty feet and a depth of two hundred feet; being the same property granted unto G.L. Jump by Thomas Hacket et al., by deed dated August 10, 1902, and recorded in Liber J. E. G. No. 5, fols. 283 &., a land record book of said county.
Also
All that lot or parcel of land situate in or near the village of Queen Anne in Queen Anne's County, State of Maryland, on north side of Broad Street and also on the alley or road way above mentioned, adjoining the lands of Georbe C. Moore on two sides; with a frontage of sixty feet on Broad Street, and a depth of onehundred sixty three feet; being the same lot of land conveyed unto G. L. Jump by Queen Anne Land and Improvement Company by deed dated September 1925, and recorded in Liber S.S. No. 1, fols. 235 &., a land record book of said county.

All of which is respectfully submitted,

Madison Brown, trustee.

State of Maryland, Queen Anne's County, to wit:
I hereby certify thaton this 10th day of October, in the year nineteen hundred and twenty three, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named trustee, and he did make oath in due form of law that the matters and things set forth in the aforegoing report are true as therein stated, to the best of his knowledge and belief, and that said sale was fairly made.

J. F. Rolph,
Clerkof the Circuit Court
for Queen Anne's County.

Order Nisi.
Filed Oct. 10th, 1923.

NISI.

Sallie B. Jump,
et. al.,
vs.
Elizabeth B. Jump,
et al.,

In the Circuit Court
for Queen Anne's County
In Equity.
Chancery No. 2509.

ORDERED, This 10th day of October, A.D., 1923, that the sale of the Real Estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of November next.

The Report states the amount of sales to be $4000.00

Filed October 10th, 1923. J. F. Rolph, Clerk.

Copy of Order Nisi.

Filed Dec. 15th, 1923.

Sallie B. Jump, et. al. vs. Elizabeth B. Jump.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2509.

Ordered, This 10th day of October A.D., 1923, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of November next.

The Report states the amount of sales to be $4000.00

J. F. Rolph, Clerk.
True Copy.
Test, J. F. Rolph, Clerk.

Filed October 10th, 1923.

THE CENTREVILLE RECORD.

Centreville, Maryland, Dec. 15th, 1923.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Jump et. al., vs. Jump et. al., a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th day of Nov. in the year 1923.

The Centreville Record Publishing Co.

Filed Dec. 15th, 1923. By E. H. Brown, Jr.

Ordered, this 21st day of December, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, that the sales made by Madison Brown, trustee, set forth in the within and aforegoing report of sales be and the same are hereby ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the order nisi passed heretofore in reference to said sales; and it is further ordered, that the proceedings of the cause be and the same are hereby referred to Madison Brown, as special auditor, with instructions to state and return to the said Court an audit of account between said Madison Brown, trustee as aforesaid, the proceeds of the sales so made by him.

Thomas J. Keating.

Filed December 21st, 1923.

Queen Anne's County, to wit: Be it remembered that on the twenty first day of September, in the year nineteen hundred and twenty three the following Bill of Complaint was brought to be recorded, to wit:

M. NORMAN BRYAN,
G. ERNEST PORTER,
HANNAH S. PORTER,
T. FRANK FORD,
CARRIE A. FORD,
PLAINTIFFS.

VS.

FRED T. BRYAN,
SARAH BRYAN,
ALICE BRYAN,
DEFENDANTS.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY.

IN EQUITY.

To THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators complaining, say:

1. That Frederick K. Bryan, late of Queen Anne's County, State of Maryland, deceased, was in his lifetime and at the time of his death seized and possessed in fee simple, absolutely, in and to all that lot and parcel of land situate, lying and being in Wincheater, Queen Anne's County, State of Maryland, on the north side of the public road leading from Queenstown to Kent Island and called or known as the "Frederick K. Bryan property", bounded on the north by the land formerly of James Harris but now owned by Gilbert and Owens Ford, on the east by the land of Sarah Warner but now owned by Captain Millard Pearson and on the west by the Methodist Protestant Church property and containing One (1) Acre of land, more or less, as will fully appear by reference to certified copy of deed filed herewith as part hereof and marked Plaintiff's Exhibit A.

2. That Samuel B. Bryan, a son of the said Frederick K. Bryan, who intermarried with J. May Bryan, both of whom are of full age, on the 2nd day of September 1915, conveyed to Madison B. Brown, Esq., of Queen Anne's County, State of Maryland, his undivided one-fifth interest in said lands and premises, as will fully appear by certified copy of said deed filed herewith as part hereof and marked Plaintiff's Exhibit B. That afterwards, to wit: on the 25th day of September, in the year 1915, the said Madison Brown and Della D. Brown, his wife, executed and delivered to the said Marion Norman Bryan said undivided one-fifth interest in said lands and premises, as will fully appear by reference to certified copy of said deed filed herewith as part hereof and marked Plaintiff's Exhibit C.

3. That being so seized and possessed, the said Frederick K. Bryan departed this life intestate on or about the 4th day of July, 1911, leaving to survive him a widow, Margaret J. Bryan, who departed this life intestate on the 12th day of August, 1918, the said Frederick K. Bryan leaving to survive himthe following children and descendants, to whom as his heirs-at-law, the said lands have descended, namely:

(a) Your oratrix, Hannah S. Porter, a daughter of the said Frederick K. Bryan, who intermarried with G. Ernest Porter, both of whom are of full age and reside in Baltimore City, State of Maryland.

(b) Your oratrix, Carrie A. Ford, a daughter of the said Frederick K. Bryan, who intermarried with T. Frank Ford, both of whom are of full age, and reside in the City of Philadelphia, State of Pennsylvania.

(c) Fred T. Bryan, a son of the said Frederick K. Bryan, who intermarried with Sarah Bryan, both of whom are of full age, and reside in the City of Philadelphia, State of Pennsylvania.

(d) M. Norman Bryan, a son of the said Frederick K. Bryan, who intermarried with Alice Bryan, both of whom are of full age, the said M. Norman Bryan residing in Baltimore City, State of Maryland, and the said Alice Bryan residing in Queen Anne's County, State of Maryland.

(e) Samuel B. Bryan, a son of the said Frederick K. Bryan, who intermarried with J. May Bryan, both of whom are of full age, and resides in Baltimore City, State of Maryland.

4. That said land is not susceptible of partition among the parties entitled according to their respective interest without loss or injury.

5. That your orators are informed and believe that they are entitled to have said real estate sold by a decree of this Court and the proceeds arising from the sale thereof divided among the parties according to their respective intereststtherein.

And for such other and further relief as their case may require.

May it please your Honors to grant unto your orators the order of publication giving notice to the said Fred T. Bryan and Sarah M. Bryan, adults, both of the City of Philadelphia, State of Pennsylvania, who are non-residents of this State, ofthe object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed and also the writ of subpoena directed to the said Alice Bryan, Grasonville, Queen Anne's County, Maryland, adult, commanding her to be and appear either in person or by solicitor in this Court on or before a certain day to be named therein to show cause if any she has, whya decree ought not to be passed as prayed.

And as in duty bound, etc.

Fred R. Owens.
Le Roy E. Gerding.
Attorneys for Plaintiffs.

G. Ernest Porter.
Hannah S. Porter.
T. Frank Ford.
Carrie A. Ford.
Plaintiffs.
M. Norman Bryan.
Plaintiffs.

ORDER OF PUBLICATION.

M. NORMAN BRYAN ET AL. — IN THE CIRCUIT COURT FOR
VS. — QUEEN ANNE COUNTY.
FRED T. BRYAN ET AL. — IN EQUITY.

The object of this suit isto procure a decree for the sale of certain property in Queen Anne County, Maryland, and divide the proceeds of sale among the heirs-at-law of Frederick K. Bryan, late of Queen Anne County, deceased, according to their respective interests.

The Bill of Complaint states that Frederick K. Bryan, late of Queen Anne County, Maryland, deceased, was in his lifetime and at the time of his death, seized in fee simple, in and to all that lot or parcel of land situate in Winchester, Queen Anne County, Maryland, on the north side of the public road leading from Queenstown to Kent Island, bounded on the north by lands owned by Gilbert and Owens Ford, on the east by lands of Capt. Millard Pearson, on the west by the Methodist Protestant Church, containing One

(1) Acre of land, more or less.

That Samuel B. Bryan, a son of said Frederick K. Bryan, intermarried with J. May Bryan, and on Sept. 2, 1915, conveyed unto Madison Brown, of said County and State, his undivided one-fifth interest in saidlands and premises; that on Sept. 25, 1915, the said Madison Brown, and Della B. Brown, his wife, executed and delivered to Marion Norman Bryan, a deed for said undivided one-fifth interest in said lands and premises.

That being so seized and possessed, said Frederick K. Bryan departed this life intestate on July 4, 1911, leaving to survive him a widow, Margaret J. Bryan, who departed this life intestate on August 12, 1918, The said Frederick K. Bryan, left to survive him the following children and descendants, to whom as his heirs-at-law said lands descended: Anna S. Porter, married G. Ernest Porter; M. Norman Bryan, a son, married Alice Bryan; Samuel B. Bryan, a son, married J. May Bryan; all of whom reside in Baltimore City, State of Maryland; Carrie A. Ford, a daughter married T. Frank Ford; Fred T. Bryan, a son, married Sarah Bryan; all of whom reside in the City of Philadelphia, State of Pennsylvania.

That said land is not susceptible of partition among the parties according to their respective interest without loss or injury; that they are entitled to have said real estate sold by a decree of this Court and the proceeds arising from the sale thereof divided among the parties according to their respective interest therein.

It is thereupon this 21st day of September, in the year 1923, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, adjudged and ordered that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, state of Maryland, once a week for four successive weeks before 29th day of October, nineteen hundred and twenty three, give notice to the said absent Defendants, Fred T. Bryan and Sarah M. Bryan of the object and substance of this bill and warn them to appear in this Court in person or by solicitor on or before the 15th day of November next, to answer the premises and show cause if any they have, why a decree ought not to be passed as prayed.

Filed Sept. 21st, 1923. J. F. Rolph, Clerk.

Examiner's Exhibit "A".

Filed Sept. 21st, 1923.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that, on the twenty fifth day of September, in the year nineteen hundred and fifteen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twenty fifth day of September, in the year nineteen hundred and fifteen, by Madison Brown, and Della D. Brown, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of fifty dollars, the receipt of which is hereby acknowledged, the said Madison Brown and Delha D. Brown, his wife, do hereby grant and convey unto Marion Norman Bryan, of said county and State, his heirs, and assigns forever, all the undivided one-fifth interest and estateof him, the said Madison Brown, in and to all that lot or parcel of land situate, lying and being in Winchester, Queen Anne's County, State of Maryland, on the north side of the public road leading from Queenstown to Kent Island, and called or known as the Frederick K. Bryan property, bounded on the north by the land formerlyof James Harris, but now owned by Gilbert and Owen Ford, on the east by the land of Sarah Warner, but now owned by Captain Millard Pierson, and on the west by the Methodist Protestant Church Property, and containing one acre of land, more or less; the interest and estate hereby granted and conveyed is that conveyed unto the said Madison Brown by Samuel Bright Bryan and Julia Mae Bryan, his wife, by deed dated September 23rd, 1915, and intended to

1-50 ct. Stamp
Docmentary M.B.
25 Sept., 1915.

be filed for record among the land record books of said county immediately preceding this deed, to which reference is hereby made for a further description of the property hereby conveyed.

And the said Madison Brown covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Madison Brown. (SEAL).
Test: Elmer B. Seney. Delha D. Brown. (SEAL).

State of Maryland, Queen Anne's County, to wit:-
I hereby certify that on this twenty fifth day of September, in the year nineteen hundred and fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, duly commissioned and qualified according to law, personally appeared Madison Brown and Delha D. Brown, his wife, and they each did acknowledge the aforegoing deed to be their respective act.
In testimony whereof I hereunto subscribe my name and affix my seal Notarial the day and year first above written.

Notary Seal. Public.

Elmer B. Seney,
Notary Public.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 7, folio 540 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 21st day of September, in the year 1923.

J. F.Rolph, Clerk.

Exhibit "B".
Filed Sept. 21st, 1923.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty fifth day of September, in the year nineteen hundred and fifteen the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 23rd day of September, in the year nineteen hundred and fifteen, by Samuel Bright Bryan, and Julia May Bryan, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of one dollar, and other valuable considerations, them thereunto moving, the full payment of which is hereby acknowledged, the said Samuel Bright Bryan and Julia May Bryan, his wife, do hereby grant and convey unto Madison Brown, of said county, his heirs and assigns forever, all the undivided one-fifth interest and estate of him, the said Samuel Bright Bryan, in and to all that lot or parcel of land situate, lying and being in Winchester in Queen Anne's County, State of Maryland, on the north side of the public road leading from Queenstown to Kent Island, bounded on the north by the land formerly of James Harris, but now owned by Gilbert and Owens Ford, on the east side by the land formerly of Sarah Warner, but now owned by Captain Millard Pierson and on the west by the land formerly of John F. Bryan and others, but now belonging to the Methodist Protestant Church, containing one acre of land more or less, and improved by a frame dwelling house now in the occupancy of Norman Bryan; being the same property called or known as the Frederick K. Bryan Property, and being the same property of which he died seized and possessed in the year nineteen hundred and seven, and which upon his death as aforesaid intestate, descended unto Carrie Ford, Hannah Porter, Freddie Bryan, Norman Bryan and the said Samuel Bright Bryan, his children, as his only heirs at law, subject to the dower right therein of Maggie J. Bryan, his widow, being the same property granted and conveyed unto the said Frederick K. Bryan by Susannah Bryan by deed dated June 4, 1885, and recorded in Liber S.C.D. No. 6, fol, 284 etc., a land record book of said county with the exception of a certain portion thereof containing about one quarter of an acre of land which the said Frederick K. Bryan, by a deed bearing date August 11, 1887, and recorded in Liber S.C.D. No. 10, fol. 279 etc., a land record book of said county, granted and conveyed unto Christopher Strong.

1-50ct. Stamp
Documentary
23 Sept. 1915
S. B. B.

And the said Samuel Bright Bryan covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

Witness their hands and seals.

Samuel Bright Bryan. (SEAL).
Test: Jno. F. Quail. Julia Mae Bryan. (SEAL).

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that on this 23rd day of September, in the year nineteen hundred and fifteen, before me, the subscriber, of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Samuel Bright Bryan and Julia May Bryan, his wife, and they each did acknowledge the aforegoing deed to be their respective act.

John F. Quail.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 7, folio 539 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 21st day of Sept., in the year 1923.

J. F. Rolph, Clerk.

Examiner's Exhibit "C".
Filed Sept. 21st, 1923.
Queen Anne's County, to wit:- Be it remembered that on the sixteenth day of June, in the year eighteen hundred and eighty five, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 4th day of June, in the year of our Lord eighteen hundred and eighty five, by me, Susannah Bryan of Queen Anne's County, Maryland, witnesseth that in consideration of the sum of twenty five dollars, I, the said Susannah Bryan do grant unto Fred K. Bryan, of the same county & State in fee, all that lot or parcel of land situated in Winchester, and in the aforesaid County & State and contained within the following bounds and limits, said lot is bounded on the north by the land of James Harris, on the east by the land of Sarah Warner, on the south by the County road and on the west by the lands of John F. Bryan and James Harris, said lot contains 1¼ acres more or less.

I hereby bind myself, my heirs and assigne to warrant the title to said lot or parcel of land generally and specially.

Witness my hand and seal.

Susannah Bryan. (SEAL).
Test:
John O. Phillips.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 4th day of June, in the year eighteen hundred and eighty five, before the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Susanah Bryan and did acknowledge the aforegoing deed to be her respective act.

John O. Phillips. J.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber S.C.D. No. 6, folio 284 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 21st day of Sept., in the year 1923.

J. F. Rolph, Clerk.

Subpoena for Respondent
to appear and answer.
Filed Sept. 29th, 1923.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Alice Bryan,

Grasonville,

OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st Monday of October next, to answer the complaint of M. Norman Bryan, et. al., against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the 1st Monday of September 1923.

Issued the 21st day of September in the year 1923.

J. F. Rolph, Clerk.

Fred R. Owens, LeRoy Gerding,

Solicitor for Plaintiff.

TO THE DEFENDANT: You are required to file your answer or other defenst in the office of the Clerk of this Court within fifteen days of the first Monday of October next, being the Return Day.

J. F. Rolph, Clerk.

On the back of the foregoing Subpoena was thus endorsed, to wit: Served by reading the within writ to Alice Bryan and copy left this Twenty Sixth day of September, 1923.

Filed Sept. 29th, 1923. S. E. Spry, Sheriff.

Letter from Fred T. Bryan.
Answered by the Clerk.
Filed Oct. 13th, 1923.

P hiladelphia, Pa.
10-11-23.

Mr. Keating,

Dear sir:

I, Fredk. T. Bryan, oldest son of F. K. Bryan, deceased, and heir to property situated in Grasonville, Queen Anne's County, wish to file an objection to sale of said property as my wife and myself are opposed to such proceedings and do not wish the sale to take place.

Very respectfully,

Fredk. T. Bryan,
60 N. 38th St.,
Phila.
Pa.

Petition.

Filed March 22nd, 1924.

M. NORMAN BRYAN ET AL,
PLAINTIFFS.
VS.
FRED T. BRYAN ET AL,
DEFENDANTS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

IN EQUITY. NO. 2513.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the plaintiffs in the above entitled cause respectfully represent:

That the defendants have been duly notified to appear in this Court to answer the allegations in the Bill of Complaint but have failed to do so.

Your petitioners therefore pray this honorable Court to pass an interlocutory decree pro confesso in this case. And for such other and further relief as their case may require.

And as in duty bound, etc.

Fred R. Owens.
Attorney for Petitioners.

The defendants having been duly notified to appear and answer the Bill of Complaint and having failed to appear thereto or to answer the Bill it is thereupon this 22nd day of March, 1924, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the plaintiffs are entitled to relief in the premises but because it does not certainly appear to what relief the plaintiffs are entitled, itis further adjudged and ordered that leave be granted to the plaintiffs to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Thomas J. Keating.

Testimony.

Filed April 9th, 1924.

M. NORMAN BRYAN ET AL,
PLAINTIFFS
VS.
FRED T. BRYAN ET AL,
DEFENDANTS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHY. CAUSE NO. 2513.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of Madison B. Bordley, one of the regular examiners for said Court, respectfully sets forth, that he did attend at The Queenstown Savings Bank of Maryland, in Queenstown, Queen Anne's County, Maryland, on Friday, April 4th, 1924, at the hour of three o'clock P.M. and proceeded to take the following testimony for the Plaintiff the above entitled case ex parte.

William E. King, the first witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st Int. State your name, age, residence and occupation.

Ans. My name is William E. King. I reside in Grasonville, Queen Anne's County, Maryland. I am 57 years old, and my occupation is crab and oyster business.

2nd Int. Do you know the parties to this suit, or any of them, if so, which of them and how long have you known them, and where each of them reside.

Ans. I know all of the parties to this suit, and have known them all their lives. M. Norman Bryan at the time of the filing of this Bill, September 21st, 1923, resided in Baltimore, Maryland.. He is one of the Plaintiffs. Alice Bryan, his wife, who is one of the Defendants reside in Grasonville, this County. Hannah S. Porter is a daughter of the late Frederick K. Bryan and her husband G. Ernest Porter, who also are two of the Plaintiffs, reside at the present time in Baltimore City, State of Maryland. Carrie A. Ford another of the Plaintiffs and a daughter of the said Frederick K. Bryan intermarried with one T. Frank Ford, both of whom reside in the City of Philadelphia, State of Pennsylvania. Fred T. Bryan who is a Defendant in this cause, also isa son of the said Frederick K. Bryan, deceased, and with his wife, Sarah Bryan resides in the City of Philadelphia, Stateof Pennsylvania. There is another son of Frederick K. Bryan who is not named in this suit, that I knew as Bright Bryan and believe his name is Samuel B. Bryan, but as I understand it he sold his one-fifth interest in the estate of his father to Mr. Madison Brown of Centreville, who afterward conveyed this interest to M. Norman Bryan.

3rd Int. Did you or not know Frederick K. Bryan, late of Queen Anne's County, deceased and if so, state whether he is living or dead, and if dead, when and where he died.

Ans. I knew him. He is dead. I do not remember the exact date. He died sometime in the summer of 1911 at his home in Grasonville, this County.

4th Int. Do you know whether or not the said Frederick K. Bryan left a last will and testament.

Ans. I do not think he did. I never heard of any and know that none was filed for probate or recorded.

5th Int. Did or not the said Frederick K. Bryan leave any heirs other than those you have named, or any descendants of a deceased child or children.

Ans. He did not. All of those I have named are his only children and heirs at law. He left no deceased child or children of a deceased child.

6th Int. Did or not the said Frederick K. Bryan die seized and possessed or any real estate. If so, state where and what it consists of.

Ans. He died seized and possessed of about one-half acre ofland improved by a two story, frame dwelling house with necessary outbuildings, none of which are in good repair, situate in Grasonville, in the Fifth Election District of Queen Anne's County, in the State of Maryland, on the right side of the public road leading from Queenstown to Stevensville, adjoining the property of the Methodist Protestant Church on the west, on the north by landowned by Gilbert and Owens Ford, on the East by the property of Capt. Millard Pearson, on the south by the public road leading from Queenstown to Stevensville.

7th Int. Did or not the said Frederick K. Bryan leave a widow surviving him. If so, state her name and whether or not she is living or dead.

Ans. Yes, he left surviving him a widow, Margaret Bryan..She is dead, having died about three or four years ago.

8th Int. Your have said in answer to the former questions that there are four heirs to this piece of land, state whether or not if this real estate can be divided among those who are entitled thereto without loss and injury to them or any of them, and give your reason for such opinion as you may give.

Ans, It cannot be divided among the parties interested without great loss or injury to them. My reason for saying this is, it would be impossible to divide the land and dwelling into parts without chopping it into piece-meal, and if this was done no part of the property would be worth anything to the purchaser.

9th Int. You say you know the property mentioned in these proceedings. Kindly give an estimate of its value.

Ans. I would say it was worth and would probably bring on the market from $800.00 to $1,000.00.

Examiner's Special.

I do not.

Test; M. B. Bordley. William E. King.

William E. Collier, the next witness of lawful age, produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st Int. State your name, age, residence and occupation.

Ans. My name is William E. Collier. I reside in Grasonville, Queen Anne's County, Maryland, I am 63 years old. My occupation is Merchant.

2nd Int. Are you or not acquainted with the parties to this suit or any of them, if so, state how long you have known them, and where each of them reside.

Ans. I know them all. I have known all of them since they were born except Sarah Bryan, the wife of Fred T. Bryan, and I have known her for about three or four years. M. Norman Bryan, Hannah S. Porter, Carrie A. Ford, and Fred T. Bryan are the children of Frederick K. Bryan, late of Queen Anne's County, now deceased. G. Ernest Porter is the husband of Hannah S. Porter, a daughter of the said Frederick K. Bryan, and T. Frank Ford is the husband of Carrie A. Ford, a daughter of the Frederick K. Bryan, Sarah Bryan is the wife of Fred T. Bryan and Alice Bryan is the wife of M. Norman Bryan. M. Norman Bryan lives in Baltimore, Maryland and Alice Bryan, his wife, resides in Grasonville, this County. Hannah S. Porter and her husband G. Ernest Porter, reside in the City of Baltimore, State of Maryland. Carrie A. Ford and her husband, T. Frank Ford, reside in the City of Philadelphia, State of Pennsylvania. Fred T. Bryan and his wife, Sarah Bryan reside in the City of Philadelphia, State of Pennsylvania. All of these parties I have named are of full age.

3rd Int. State whether or not you were acquainted with one, Frederick K. Bryan, late of Queen Anne's County, Maryland, if yea, state whether he is living or dead, and if dead, when and where he died.

Ans. I was acquainted with him. He is dead. He died about thirteen or fourteen years ago at his home in Grasonville, this County. I do not remember the exact date, but I was one of his pall-bearers.

4th Int. Did or not the said Frederick K. Bryan leave a last will and testament.

Ans. None that I ever heard of.

5th Int. Who did the said Frederick K. Bryan leave surviving him as his heirs as law.

Ans. He left surviving him a widow, Margarte Bryan, who has since died, having died about three years ago. And left the following children surviving him: M. Norman Bryan. Hannah S. Porter, Carrie A. Ford, Fred T. Bryan and Samuel B. Bryan.

6th Int. State whether or not the said Frederick K. Bryan died seized and possessed of any real estate. If so, describe same as to location and value.

Ans. At the time of his death he died seized and possessed of a piece of land containing from one-half to three-quarters of an acre of land improved by a low two story frame dwelling with the necessary out-buildings, all of which at the present time are in bad condition. This property is located in Grasonville, Fifth Election District of Queen Anne's County, Maryland, on the right or northerly side of the public road leading from Queenstown to Stevensville, and adjoining the property of The Methodist Protestant Church on the west, on the northerly side by land formerly belonging to James Harris and then by Gilbert and Owens Ford, now owned by John Curlett, on the easterly side by the land formerly owned by Sarah Warner, now owned by Captain Millard Pearson, on the southerly side by the state road leading from Queenstown to Stevensville. I would say this property is worth from $1,000 to $1,200.

7th Int. Can or not the property which you have described and of which the said Frederick K. Bryan died seized and possessed by devided among the parties interested without loss or injury to them or any of them, and give the reason for such opinion as you may give.

Ans. No, it cannot be divided among the parties interested without loss and injury to them, because the lot of land is too small to be divided into four parts. You would have to cut the house into parcels and of course this is impossible without tremendous loss to some of them.

8th Int. You state in answer to one of the former questions that Frederick K. Bryan left a widow, who has since died, and five children surviving him, where there is only four children named in the Bill of Complaint. If you know, will you please state, why the fifth child is not named as one of the parties interested in this land.

Ans. Yes, he died leaving five children, M. Norman Bryan, Hannah S. Porter, Carrie A. Ford, Fred T. Bryan and Samuel B. Bryan or as we always called him Bright Bryan. Samuel B. Bryan or Bright Bryan sold hisinterest in this property and his interest is now owned by M. Norman Bryan as I understand, and that is why he is not one of the parties named in the Bill of Complaint.

Examiner's Special.

I do not.

William E. Collier.

Test: M. B. Bordley.

There being no more witnesses to be examined and neither side desiring further time for the production of evidence and propounding of interrogatories, your Examiner, herewith closes the within testimony, together with Exhibits "A" and "B" filed with your Examiner, as a part hereof, and certifies that he was two days in the taking of same, making the costs chargeable to the Plaintiff, as follows:-

Examiner's fee and charges	$10.50
Witness' fees,	1.50
Total.	$12.00

As witness my hand this ninth day of April, nineteen hundred and twenty four.

Madison B. Bordley,
Examiner.

Decree of Sale.

Filed April 25th, 1924.

M. Norman Bryan, G. Ernest Porter, Hannah S. Porter, T. Frank Ford, Carrie A. Ford, Plaintiffs.

vs.

Frederick T. Bryan, Sarah Bryan and Alice Bryan, Defendants.

In the Circuit Court of Queen Anne County In Equity. No. 2513.

The above cause standing ready for hearing and being submitted without argument, and the proceedings being read and considered--

It is thereupon this twenty-fourth day of April in the year nineteen hundred and twenty four by the Circuit Court of Queen Anne County, In Equity, and by the authority thereof ADJUDGED, ORDERED and DECREED; that the real estate and property mentioned in the proceedings be sold, that Frederick R. Owens of Caroline County, Maryland, appointed be and he hereby Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he first shall 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, in the penalty of Fifteen hundred Dollars, if corporate surety and in double said amount if individual sureties, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in some newspaper or newspapers published in Queen Anne county, and such other notice as he shall think proper, of the time, place, manner, and terms of sale, which terms shall be one half of purchase money in cash on day of sale and the remainder in one year from day of sale, or all cash, at the option of the

purchaser, the credit payment to bear interest from day of sale and to be secured by note of purchaser secured to the satisfaction of the 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 annexed affidavit 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, acknowledge and recorded according to law, convey to the purchaser or purchasers his, her or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, 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 propertto allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Thomas J. Keating.

Certified Copy of Bond.

Filed April 26th, 1924.

Queen Anne's County, to wit:-

Be it remembered that on the twenty sixth day of April, in the year nineteen hundred and twenty four, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Fred R. Owens, of Caroline County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen hundred dollars, to be paid, to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of April, in the year of our Lord, one thousand nine hundred and twenty four.

Whereas, the above bounden Fred R. Owens, by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, in Equity, has been appointed trustee to sell the lands and premises mentioned in the proceedings in the case of Bryan et al., versus Bryan et al, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Fred R. Owens, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Fred R. Owens (SEAL)
Fidelity and Deposit
Company of Maryland.

Signed, sealed and delivered
in the presence of:
Martha Beck.

Per John A. Lulin.
Vice-President.

Attest: Richard W. Worthington.
Assistant Secretary.

Seal's
Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed April 26th, 1924.

B. Hackett Turner,
Clerk.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No1, folio 64 etc., a Bond record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th day of April in the year 1924.

B. H. Turner, Clerk.

Report of Sale, etc.,
Filed May 29th, 1924.

M. NORMAN BRYAN ET AL
PLAINTIFFS

VS.

FRED T. BRYAN ET AL,
DEFENDANTS.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY.

IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Fred R. Owens, Trustee appointed by a decree of this Court, passed in the above entitled cause on the 24th day of April, nineteen hundred and twenty four, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other pre-requisites as required by law and the said decree and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record, a newspaper printed and published in Queen Anne's County, State of Maryland, for at least three successive weeks before the day of sale, as will fully appear by reference to copy of said advertisement with printer's certificate filed herewith as part hereof and marked Trustee's Exhibit A, he did pursuant to said notice, attend in front of E. S. Thompson's store in the town of Grasonville, Queen Anne's County, State of Maryland, on Saturday, the twenty-fourth day of Mary, nineteen hundred and twenty-four, between the hours of two and four o'clock P.M. and then and there proceeded to sell said land and premises in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder, the property mentioned in said decree, situate, lying and being in Grasonville, in Queen Anne's County, State of Maryland, and described as follows: On the north side of the public road leading from Queenstown to Kent Island and called or known as the Frederick K. Bryan property, bounded on the north by the land formerly belonging to James Harris, but now owned by Gilbert and Owens Ford, on the south by the land formerly owned by Sarah Warner but now owned by Captain Milliard Pearson, and on the west by the Methodist Protestant Church property, and containing One (1) Acre of land, more or less, save and except that part of said tract sold to Captain Milliard T. Pearson and now inclosed within his fence.

Your said Trustee sold the above described property to William H. Toulson for the sum of Seventeen Hundred Sixty Dollars ($1760.00), he being at that sum the highest bidder therefor. The terms of sale were one-half of purchase money to be paid in cash on day of sale and the remainder in one year from date of sale, or all cash, at the option of the purchaser. The purchaser elected to pay all cash upon ratification of sale.

Respectfully submitted.

Fred R. Owens.
Trustee.

STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this 28th day of Mary, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Fred R. Owens, Trustee named in the above report of sale and made oath in due form of law that the matters and things stated

in the aforegoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

As witness my hand and Notarial Seal.

Mildred P. Plummer.

Notary Public Seal.

Filed April 24th, 1924. Notary Public.

NISI.

M. Norman Bryan et. al.
vs.
Fred T. Bryan, et. al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CHANCERY NO. 2513.

ORDERED, This 29th day of May, A.D., 1924, that the sale of the real estate made and reported in this cause by Fred R. Owens, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 2nd day of July next.

The Report states the amount of sales to be $1760.

Filed May 29th, 1924. B. Hackett Turner, Clerk.

Certificate of Publication
of Order Nisi.
Filed May 29th, 1924.

ORDER NISI.
M. Norman Bryan, et al., vs. Fred T. Bryan, et al.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2513.

Ordered, This 29th day of May, A.D., 1924, that the sale of the real estate made and reported in this cause by Fred R. Owens, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 2nd day of July next.

The Report states the amount of sales to be $1760.00.

B. Hackett Turner, Clerk.

True Copy,
Filed May 29th, 1924. Test: B. Hackett Turner, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 8, 1924.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Bryan vs. Bryan Chy. 2513, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 2nd day of July in the year 1924.

The Centreville Record Publishing Co.

Filed Sept. 8th, 1924. By E. H. Brown, Jr.

Ordered this 8th day of September, nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in equity, that the sale made and reported by the Trustees 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 is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Thomas J. Keating.

Petition to have William Henry Tolson and Hattie Tolson, his wife, substituted as Purchasers in place of William Henry Tolson, alone.
Filed Sept. 8, 1924.

In the Circuit Court for Queen Anne's County in Equity.

M. Norman Bryan et al., versus Fred T. Bryan eta..... Chancery Docket, Cause No. 2513.

To the Honorable, the Judges of said Court:

The petition of William Henry Tolson unto Your Honors respectfully sets forth:

That your petitioner became the purchaser of the property sold under the proceedings of this cause at and for $1760.00, as will appear from the proceedings of said cause.

That he now desires to have himself and his wife, Hattie L. Tolson, as tenants by the entireties, substituted as purchasers of said property in the place and stead of the petitioner alone, and in this desire his wife concurs as will appear from her consent hereunto below annexed.

Your petitioner therefore prays Your Honors to pass an order substituting the said William Henry Tolson and Hattie L. Tolson, his wife, as tenants by the entireties and not as tenants in common the purchasers of the said property in place and stead of the said William Henry Tolson alone and directing the trustee of the cause, upon the payment in full of said purchase money, to convey said land unto the said substituted purchasers as if they had been the original purchasers.
Respectfully submitted,

William Henry Tolson.

To the Honorable, the Judges of said Court:
I hereby agree to the passage of the order prayed for above.

Hattie L. Tolson.

To the Judges of said Court:
I, Fred R. Owens, the trustee of above cause making the sale therein reported, do hereby agree to the passage of the order prayed for.

Fred R. Owens.

Filed Sept. 8th, 1924.

Ordered, this 8th day of September nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, in theaforegoing petition and consent thereto annexed of Hattie L. Tolson and Fred R. Owens, trustee, that William Henry Tolson and Hattie L. Tolson, aforesaid, be and they are hereby substituted as tenants by the entireties and not as tenants in common as purchasers of the property reported sold in said cause in the place and stead of the said William Henry Tolson alone, and the said trustee, upon the payment to him in full of said purchase money and not before be and he is hereby directed to convey said property unto the said substituted purchasers in place of said original purchaser and as fully and effectually as they had been the original purchasers of said property at sale mentioned.

Thomas J. Keating.

Report and Account of the Auditor.
Filed Sept. 26th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

M. Norman Bryan, et. al., versus Fred T. Bryan, et. al. Chancery Docket, Number 2513.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, auditor, unto Your Honours respectfully sets forth:

That he has stated the within account by first charging Fred R. Owens, the trustee of the cause, with the gross proceeds of the sale made by him, and then thereout allowing him as follows:

His commissions under the rule of court for making the sale, the costs of advertising the notice of sale and the several orders nisi of the cause, the cost of his bond, the

auctioneer's charges, taxes and insurance on the property sold, auditor's fee and the court costs.

The balance of the sale remaining after these allowances is distributed between the parties entitled thereto according to the bill of complaint and the testimony taken in support thereof, M. Norman Bryan, one of said parties redeiving that share to which he is entitled as one of the heirs at law of Frederick K. Bryan, and also the share of Samuel B. Bryan, also heir at law of said Frederick K. Bryan, in accordance with the allegations of the bill and exhibits filed therewith.

Respectfully submitted:

September 25, 1924.

Madison Brown,
Auditor.

The proceeds of the real estate of M. Norman Bryan and others in account with Fred R. Owens, trustee for the sale of said real estate.

Cr.

1924. May 24	By gross proceeds of the sale made per report filed, to wit:	$1760.00

Dr.

" "	To Fred R. Owens, for his commissions for making the sale, per rule of court, to wit:	$110.50	
	To do., for the costs of advertising the sale and the order nisi thereon in Centreville Record, per receipted account for same, to wit:	42.11	
	To do., for the costs of advertising the order of publication passed in this cause in Centreville Record, per receipted account for same, to wit:	51.75	
	To do., for the amount paid by him to J. E. Anthony, for crying sale mentioned, per receipt, to wit:	15.00	
	To do., for the amount paid by him to corporate surety on his bond filed herein for said bond, per receipt for same, to wit:	10.00	
	To do., for the amount of State and County taxes for 1923 on property sold, paid by him per receipted account for same, to wit:	13.15	
	To do., for the costs of fire insurance obtained by him on property sold, per receipted account for same, to wit:	3.25	
	To do., for court costs of this cause, per clerk's statement;		
	Appear. fee, attorney pltf. $10.00		
	Costs of B.H. Turner, Clerk 35.50		
	Costs of S.E. Spry, Sheriff, .60		
	Costs of and before examiner 12.50	58.10	
	To do., for costs of advertising the order nisi to be passed as to this account:	3.00	
	To Madison Brown, auditor, for stating this account:	9.00	
	To balance for distribution	1444.14	
		$1760.00	$1760.00

Cr.

By amount of balance brought forward,	$1444.14

Dr.

To Hannah S. Porter, 1/5 of said balance:	$288.83	
To Carrie A. Ford, 1/5 of said balance:	288.83	
To Fred T. Bryan, 1/5 of said balance:	288.83	
To M. Norman Bryan, 2/5 of said balance:	577.65	
	$1444.14	$1444.14

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

M. Norman Bryan et. al., IN THE CIRCUIT COURT

vs. FOR QUEEN ANNE'S COUNTY

Fred T. Bryan, et al. IN EQUITY,

Case No. 2513.

ORDERED, This 26th day of September in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of October, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of October, 1924, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner.

Filed Sept. 26th, 1924. Clerk.

The following Certificate of Publication of Advertisement of Sale should have appeared in the record of these proceedings just following the report of sale but was inadvertently left out.

TRUSTEE'S SALE OF VALUABLE HOUSE AND LOT IN GRASONVILLE.

By virtue of the power and authority vested in me by a decree of the Circuit Court for Queen Anne's County passed in a cause where M. Norman Bryan et al were plaintiffs and Fred T. Bryan et al were defendants, the undersigned Trustee will offer at public sale in front of E. S. Thompson's Store, in the town of Grasonville Queen Anne's County, State of Maryland on Saturday, May 24, 1924, between the hours of two and four o'clock P.M. the following described real estate. All that Lot and Parcel of Land situate, lying and being in Grasonville, Queen Anne's County, State of Maryland, on the north side of the public road leading from Queenstown to Kent Island and called or known as the Frederick K. Bryan property, bounded on the north by the land formerly belonging to James Harris, but now owned by Gilbert and Owens Ford, on the south by the land formerly owned by Sarah Warner but nor owned by Captain Milliard Pearson and on the west by the Methodist Protestant Church property, and containing One acre of Land, more or less. Improvements Two-Story Dwelling House and necessary out buildings.

TERMS OF SALE:- One half of purchase money to be paid in cash on day of sale and the remainder in one year from date of sale, or all cash, at the option of the purchaser . The credit payment to bear interest from day of sale and to be secured by note of purchaser, secured to the satisfaction of the undersigned Trustee, Title papers and stamps at expense of purchaser.

Fred R. Owens.
Trustee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., May 27th, 1924.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Bryan et al vs. Bryan et al, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 24 day of May in the year 1924.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Filed May 29th, 1924.

Certificate of Publication
of Advertisement of Nisi
Ratification of Audit.

Filed Oct. 23rd, 1924.

M. Norman Bryan, et. al. vs. Fred T. Bryan, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2513.

Ordered this 26th day of September in the year nineteen hundred and twenty four that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of October, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 13th day of October, 1924, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Sept. 26th, 1924.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 23rd, 1924.

The Centreville Record Publishing Co., hereby certifies that the Audit Nisi in the case of Bryan et al. vs. Bryan et. al. Chy. 2513, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of two successive weeks before the 13th day of October in the year 1924.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Final Order Ratifying Audit.

Ordered, this 23rd day of October, in the year 1924, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the within and aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the previous order nisi passed hereon, and the trustee is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may hereafter be received.

Filed October 27th, 1924.

Thomas J. Keating.

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of Sept., in the year nineteen hundred and twenty three, the following Order to Docket Suit was brought to be recorded, to wit:

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Assignee of Mortgage,	Chancery
versus	Docket,
Obe Manson and Eva Manson, his wife,	Cause
	No. 2515.

To J. F. Rolph, Clerk:

Docket suit in accordance with the above titling.

Filed in the papers of said suit a certified copy of the mortgage from Obe Manson and Eva Manson, his wife, to Mary A. Sheppard, dated May 4th, 1915, and recorded in Liber J. F. R. No. 7, fols. 140 &c., a land record book of said county. File also in same case accompanying bond. Enter my appearance for the plaintiff.

Madison Brown,

Atty. for Plaintiff.

Certified Copy of Mortgage.
Filed Sept. 28th, 1923.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that, on the fifth day of May, in the year nineteen hundred and fifteen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this fourth day of May in the year one thousand nine hundred and fifteen by and between Obe Manson and Eva Manson, his wife, Mortgagor of Queen Anne's County, State of Maryland, of the one part and Mary A. Sheppard, Mortgagee of Kent County, State of Maryland, of the other part.

WHEREAS, the said Mortgagors justly indebted unto said Mortgagee in the full sum of Four Hundred ($400.00) dollars, being the balance of purchase money due the mortgagee from the said mortgagors upon the hereby mortgaged lands and premises, which said sum and the interest thereon payable semi-annually thereon from this date, the said mortgagors agree to pay in two years from this

AND WHEREAS, this Mortgage is made to secure the payment of said debt and the interest thereon, in the manner and at the time limited in aforesaid promissory note or renewals thereof as hereinafter stipulated, and all public taxes which may be levied or assessed thereon, and the performance of all the covenants hereinafter mentioned- the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar the said Obe Manson and Eva Manson, Mortgagors, do grant unto the said Mary A. Sheppard, Mortgagee, her heirs or assigns, in fee simple, all piece or parcel of land situate, lying and being in the Seventh election district of Queen Anne's County, aforesaid, on the east side of the public road leading from McGinness Corner to Deep Landing, adjoining the lands of the Methodist Protestant Church and Lemuel C. McGinness and containing 4 acres and 3 perches of land, more or less.

Being moreover, the same lands and premises which were conveyed to the said Obe and Eva Manson by deed of the said Mary A. Sheppard and husband, dated May 1st, 1915, and filed to be recorded immediately prior to these presents among the land records for said Queen Anne's County, reference to which deed is to be made for a fuller description of the hereby mortgaged property, by courses and distances.

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

TO HAVE AND TO HOLD, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mary A. Sheppard, her heirs and assigns forever.

PROVIDED that if the said Obe Manson and Eva Manson, their heirs executors, administrators or assigns, shall pay said Mortgage debt and interest and said promissory note at maturity or any renewal or renewals thereof either in whole or in part as the parties hereto may agree from time to time to renew said loan or any part thereof and any interest that may accrue on said note or on any of said renewal notes and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that until default be made in the premises, the said Obe Manson and Eva Manson shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments, public dues, charges, mortgage debt and interest, as evidenced by said promissory note or any of said renewals the said Obe Manson and Eva Manson, for themselves, their heirs, executors, administrators or assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or any part of either, one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the said Mortgagee or his personal representatives, or assigns, or JOHN D. URIE, of Chestertown, Maryland, their Attorney or Agent, are hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz.: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including an attorney's fee of thirty dollars and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, including a fee of twenty-five dollars for preparing and furnishing the required bond: Secondly, to the payment of all claims of the said Mortgagee or her personal representatives and assigns under this Mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the Mortgager, h heirs, personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said Mortgagor or any of them, then the said Mortgagors, for themselves, their heirs, personal representatives or assigns, do hereby further covenant to and with the said Mortgagee h heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers, hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs and expenses incurred, including a fee of twenty-five dollars for preparing and furnishing the required bond.

AND the said Obe Manson and Eva Manson for themselves, their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existance of this Mortgage, to keep insured the improvements on the hereby mortgaged land to an amount at least Four Hundred ($400.00) 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 Mortgagee or her assigns, to the extent of her or their lien or claim hereunder,

And the said Mortgagor for themselves, their heirs, executors, administrators and assigns do further covenant to pay unto the said Mortgagee or its personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said Mortgagee or her personal representatives or assigns hereunder.

AND the said Mortgagors do further covenant that they will neither do, nor suffer to be done, pending the existence of this Mortgage, any act or thing whereby the said premises and land may be depreciated or lessened value.

WITNESS, our hands and seals.

Test:
Jesse B. Burchinal.

his
Obe X Manson (SEAL)
mark

her
Eva X Manson (SEAL)
mark.

STATE OF MARYLAND, Kent County, TO WIT:

I hereby certify, that, on this 4th day of May, in the year one thousand nine hundred and fifteen before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared Obe Manson and Eva Manson, his wife, the within mortgagors and each acknowledged the aforegoing Mortgage to be their respective act.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal.

Notary
Seal
Public

Jesse B. Burchinal.
Notary Public.

STATE OF MARYLAND, Kent County, to wit:

I hereby certify, that on this 4th day of May, in the year one thousand nine hundred and..... before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared John D. Urie, Attorney and agent for Mary A. Sheppard, the within named mortgagee and made oath in due form of law, that the consideration set forth in the aforegoing Mortgage is true and bona fide, as therein set forth, and at the same time the said John D. Urie made oath in due form of law that he is duly authorized as the agent of the said Mary A. Sheppard to make this affidavit.

Notary
Seal
Public

Jesse B. Burchinal.
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the twenty eighth day of September, in the year 1923, the following assignment was brought to be recorded, to wit:

I hereby assign the within and aforegoing mortgage to Madison Brown, attorney at law for the purpose of foreclosure and collection.
Witness my hand and Seal this 11th day of September, nineteen hundred and twenty three.
Test:
Spencer Merrick. Mary A. Sheppard. (SEAL)

FOR VALUE RECEIVED, hereby the within mortgage

Witness my hand and Seal this day of A.D., 19
Test: (SEAL)

BOND.
Filed Sept. 28th, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation duly created by and existing under the laws of the State of New York, are held and firmly bound unto the Stateof Maryland in the full and just sum of nine hundred dollars, lawful money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this twenty eighth day Of September, in the year nineteen hundred and twenty three.

WHEREAS the said Madison Brown, assignee of the mortgage from Obe Manson and Eva Manson, his wife, to Mary A. Sheppard, dated May 4th, 1815, and recorded in Liber W.F.W. No. 7, fols. 140 &., a land record book of Queen Anne's County, is about to make sale of the real estate granted by said mortgage under the power of sale in said mortgage contained to be exercised in case of default in the terms,conditions and covenants of said mortgage, default having occurred in said terms, conditions and covenants by reason of the non-payment of the principal mortgage debt and interest thereon at the times provided by the terms of said mortgage for the payment of the same.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Madison Brown do and shall well and faithfully abide, perform and fulfill any order or decree which shall be made by any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and effect in law.

Signed, sealed and deliveredin the presence of
J. Lemue Roberts.

Madison Brown (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK
by Madison Brown,
it's Attorney in Fact.

Corporate Seal's Place.

Attest:
Countersigned by
J. Lemuel Roberts.

On the back Of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed September 28th, 1923.

J. F. Rolph,
Clerk.

Reportof Sale.
Filed October 8th, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Assignee of mortgage,	plaintiffs	Chancery Docket Cause No.
versus		
Obe Manson and Eva Manson, his wife, mortgagors,	defendants,	

To the Honorable, the Judges of said Court:

The report of Madison Brown, plaintiff in the above cause, and vendor of the real estate hereinafter mentioned, to Your Honors respectfully sets forth:

That prior to the day of sale hereinafter mentioned default had occurred, and still existed up to the time of the said sale, in the terms, conditions and covenants of the mortgage from Obe Manson and Eva Manson, his wife, to Mary A. Sheppard, dated on the fourth day of May, 1915, and recorded in Liber W.F.W. No. 7, fols. 149 &c., a land record book of said county, by reason of the non-payment of the mortgage debt by said mortgage, when due.

That prior to the day of sale hereinafter mentioned the said Madison Brown, to whom said mortgage had been duly assigned by the said Mary A. Sheppard, filed with the clerk of the Circuit Court for said county his bond to the State of Maryland conditioned as required by law for the foreclosure of said mortgage and sale of the mortgaged property as required by law in such cases, which bond the clerk approved as to security and amount of penalty and filed.

That prior to the day of sale hereinafter mentioned the said Madison Brown as assignee of said mortgage and vendor the said Madison Brown cause to be advertised in the Centreville Record for more than twenty days before the day of sale notice of the time, place, manner, and terms of sale, the Centreville Record being a newspaper printed in said county; a copy of the advertisement of or notice of sale, duly certified to by the publishers of said paper is filed herewith as part hereof.

That pursuant to said notice so given in said newspaper the said Madison Brown did attend in front of the store of W. T. Nickerson at McGinness' Corner, in the Seventh Election District of said county, on Saturday, October 6th., 1923, at 2 o'clock P.M., and did offer at public sale to the highest bidder all that lot of land called or known as "The Obe or Eva Manson Property", situate on the right of the public road leading from McGinness' Corner by the M.P. Church to Deep Landing, adjoining the land of Lemuel MdGinness and those of Spencer Coleman, and also adjoining the said church, and containing four acres and three perches of land, more or less, and did sell the said land and premises, in exercise of the power of sale contained in said mortgage and because of the default in said mortgage as hereinbefore set forth, unto David T. Lloyd at and for the sum of seven hundred dollars, the said sale being then at that time and at that place and the said purchaser being the highest bidder therefor, that said purchaser has not complied with terms of sale-

That in addition to the advertised terms of sale the said property was at said sale sold with the understanding that the said purchaser would receive possession of said property before ten days from day of sale had expired, and would be required to pay three twelfths of the saate and county taxes of the current year, and would be required to pay that part of the cost of the present insurance on said property represented by that part of the full time of of insurance which is between the 6th day of October, 1923, and the expiration of the present fire insurance policy.

That the said property so sold is the property described in and granted and conveyed by said mortgage.

That the said vendor while offering said property announced that all state and county taxes not required to be paid by the purchaser would be paid out of the proceeds of sale.

All of which is respectfully submitted,

Madison Brown,
Assignee of Mortgage, Vendor.

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this 6th day of October, 1923, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, assignee of mortgage and vendor, above named, and he did make oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that said sale was fairly made.

Sworn to before me,

J. F. Rolph, Clerk of the Circuit
Court for Queen Anne's County.

Advertisement of Sale.
Filed October 8th, 1923.

Mortgage Sale of Real Estate, at McGinness Corner.

By virtue and in execution of the power of sale contained in the mortgage given to Mary A. Sheppard by Obe Manson and Eva Manson, his wife, dated May 4, 1915, and recorded in Liber W. F. W. No, 7, fols. 140 &c., a Land Record Book of Queen Anne's County, and duly assigned to me, 1, Madison Brown, as the assignee of said mortgage, will sell at public sale to the highest bidder, in front of the store of W. T. Nickerson, at McGinness' Corner, in the Seventh Election District of said county (said store being on the road from Chestertown thru Queen Anne's County to Crumpton, on Saturday, Oct 6, 1923 at 2 o'clock P.M., all that lot of land called or known as "The Obe or Eva Manson Property", situate on the right of the public road leading from McGinness Corner by the M.P. Church to Deep Landing, now occupied by Mr. Burris, adjoining the said M.P. Church, the lands of Lemuel McGinness and Spencer Coleman, and containing 4 acres and 3 perches of land more or less. For full description see deed from Mary A. Sheppard to Obe and Eva Manson, recorded in above mentioned land record immediately preceding record of the said mortgage. Improvements consist of 2 story frame dwelling of 6 rooms, stable and shed combined, poultry house.

All tha land is in cultivation. This property will make a nice home (the dwelling being comfortable) and could be made into a chicken farm.

Terms of Sale:- One half of the purchase money in cash on day of sale, and the balance in two equal installments payable 6 and 12 months from day of sale, with interest from dayof sale, the time payments to be secured by notes of purchasers with surety to be approved by undersigned: or all cashon dayof sale at option of purchaser. Further particulars made known on day of sale.

Madison Brown, Assignee.
Centreville, Md.

Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., October 6, 1923.

The Centreville Record Publishing Co., hereby certifies that the Mortgage Sale in the case of Mary A. Sheppard vs. Madison Brown, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three consecutive weeks, making more than 20 days(the 1st insertion being the 15th of September) before the 6th day of October in the year 1923.

The Centreville Record Publishing Co.,
By W. R. Reed.

Filed Oct. 8th, 1923.

Filed Oct. 8th, 1923. Order Nisi.

Madison Brown, Assignee IN THE CIRCUIT COURT
vs. FOR QUEEN ANNE'S COUNTY
Obe Manson and Eva Manson, his wife. IN EQUITY.
CHANCERY NO. 2515.

ORDERED, This 8th day of October A.D., 1923, that the sale of the real estate made and reported in this causeby Madison Brown, Assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of November next.

The Report states the amount of sales to be $700.00

J. F. Rolph, Clerk.

Filed October 8th, 1923.

Copy Order Nisi.
Filed Dec. 15th, 1923.

ORDER NISI.

Madison Brown, Assignee, vs. Obe Manson and Ella Manson, his wife.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2515.

Ordered, this 8th day Of October A.D., 1923, that the sale of the realestate made and reported in this cause by Madison Brown, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of November next.

The Report states the amount of sales to be $700.00

J. F. Rolph, Clerk.

True Copy
Test, J. F. Rolph, Clerk.

Filed Oct. 8th, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 15, 1923.

The Centreville Record Publishing Co., hereby certifies that the order nisi in the case of Brown, Assignee, vs. Manson, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15th day of Nov. in the year 1923.

The Centreville Record Publishing Co.
By E. H. Brown, Jr.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Assignee of Mortgage, versus Obe Manson and Eva Manson, his wife.	Chancery Docket, Cause No. 2515.

Ordered, this 21st day of December, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of this Court, that the sale of the real estate of Obe Manson and Eva Manson, his wife, made by Madison Brown, assignee of the mortgage mentioned in the proceedings of the above entitled cause and by the said Madison Brown, assignee, reported to the said court by the within and aforegoing report of sales filed in said cause, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the preceding order or order passed in relation to said sale. And it is further ordered, that the proceedings of the said cause be and the same are hereby referred to Madison B. Bordley, as special auditor, with instructions to him to state and return to this Court an account or audit betweenthe said Madison Brown, assignee, and the proceeds of the sale so made by him.

Filed Dec. 21st, 1923.

Thomas J. Keating.

State of Mortgage Debt.

Amount of the mortgage debt due by the mortgage from Obe Manson and Eva Manson, his wife, to Mary A. Sheppard, dated May 4, 1925, and recorded in Liber W.F.W. No. 7, fols. 140 &., a land record book of said county, and assigned unto Madison Brown, is	$400.00
Interest thereon from the fourth day of May, 1923, to Oct. 6th, 1923 is the sum of	10.13
	$410.13

State of Maryland,
Queen Anne's County, SCT:
I hereby certify that on this eighth day of October, 1923, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, assignee of the mortgage above mentioned, andhe did make oath in due form of law that the aforegoing statement of mortgage debt is a true and just statement of the indebtedness due by and under said mortgage, to the best of his knowledge and belief.

J. F. Rolph,
Clerk of the Circuit
Court for Queen Anne's
County.

Petition of Reuben Burris
to have surplus sale
distributed.
Filed December 21st, 1923.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Assignee,	Chancery Docket,
versus	Cause No.
Obe Manson and Eva Manson,	2515.
his wife.	

To the Honorable, the Judges of said Court:

The petition of Reuben Burris unto Your Honors respectfully sets forth:

That the real-estate described in the mortgage mentioned in this cause and described in the deed referred to in the said mortgage was by said deed conveyed to the said Obe Manson and Eva Manson, his wife, the mortgagors, and became the property of them as tenants by the entireties under said deed.
That the said Obe Manson departed this life sometime in the year nineteen hundred and twenty one, leaving the said Eva Manson, his wife, surviving him, who, by virtue of the death of the said Obe Manson, her husband, in her lifetime, became the owner of the said real estate subject to the said mortgage.
That the said Eva Manson departed this life without leaving a last will and testament on the 12th day of April, 1923, seized and possessed of said real estate subject to the said mortgage.
That the said Eva Manson at the time of her death left surviving her as her only heirs at law six children, to wit:
Maggie Lecates, who lives in Chestertown, Md.
William Burris, whose postoffice is Farmhurst, Delaware.
Vickers Burris, whoslives near Millington, Md.
Burrell Burris, whose residence is in Queen Anne's County aforesaid but whose postoffice is Chestertown, Md.
George Burris, whoslivesinnQueen Anne's County at or near Reuben Burris, the petitioner, whose postoffice is Chestertown, Md.
(children of a previous marriage.)
That all of said children are of legal age.
That the sale made in this cause was made after the death of the said Eva Burris and produced a surplus which will not be required for the payment of the debts of the said Eva Manson as she left no debts and whose funeral expenses have been paid by the petitioner.
That your petitioner is advised that the said surplus sale (that part of the said sale remaining after the payment of the mortgage debts, costs and commissions of the sale) should be distributed among the said heirs at law of the said Eva Manson.

Your petitioner therefore prays the Court to pass an order referring the papers to the auditor of the court with instructions to distribute the said surplus to those shown by this petition to be entitled to the same.
Respectfully submitted,

Reuben L. Burriss.

Queen Anne's County, SCT: I hereby certify that on this 15th day of December, 1923, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Reuben Burris and he did make oath in due form of law that the matters and things set forth in aforegoing petition are true as therein stated to the best of his knowledge and belief.

Ezekiel M. Forman.
Justice of the Peace.

State of Maryland, Queen Anne's County, Sct:
I hereby certify that on this ninteenth day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County Kent County aforesaid, personally appeared Samuel G. Sparks and he did make oath in due form of law that he is acquainted with the parties and with the facts set forth in the aforegoing petition, and that the facts in said petition are true as therein set forth, to the best of his knowledge and belief, and that he has no interest in the subject matter of the said petition.
In witness whereof I hereunto subscribe my name and affix my seal official day and yaar first hereinbefore written.

Samuel G. Sparks.

Sworn to before me, the Subscriber, this nineteenth day of December, 1923.
J. W. Stack, J.P.

The aforegoing petition and affidavits have been read and considered, it is thereupon, on this 21st day of December in the year nineteen hundred and twenty three ordered by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this court, that the proceedings of the above cause be and the same are hereby referred to Madison B. Bordley, Special Auditor, with instructions to state and report to this Court an audit distributing the surplus sale mentionediin said proceedings to those shown by said petition and affidavits, or to those who may be shown by the testimony hereinafter mentioned, to be entitled to it; and said auditor is authorized to take testimony to accomplish said distribution if same may be found necessary.

Filed December 21st, 1923. Thomas J. Keating.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of November, in the year nineteen hundred and twenty three the following Order to Docket Suit was brought to be recorded, to wit:

Madison B. Bordley,
and James T. Bright. In the
Assignees. Circuit Court for Queen Anne's County
vs. No. Term, 192
Ernest W. Clarke.

Mr.

Clerk of the Circuit Court for Queen Anne's County.

You will please docket suit and file certified copy of mortgage in the above entitled case.

Attorney for M. B. Bordley and
Jas. T. Bright, Assignees.

Certified Copyof Mortgage.

Filed Nov. 13th, 1923.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of December, in the year nineteen hundred and nineteen, the following Mortgage and Assignment was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty ninth day of November, in the year nineteen hundred and nineteen by Ernest W. Clark and Addie Clark, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Ernest W. Clerk has borrowed from James T. Bright of said County and State, the full and just sum of twelve hundred dollars ($1200.00) to be repaid with interest semi-annually at six per cent per annum, at the expiration of two years from the date of these presents, to secure the payment of which sum with interest as aforesaid, these presents are executed.

No therefore, this mortgage witnesseth,that, in consideration of the premises and of the sum of one dollar, the said Ernest W. Clark and Addie Clark, his wife, do hereby grant and convey unto the said James T. Bright, his heirs and assigne, in fee simple, all that lot of land situate, lying and being in the village of Stevensville, Queen Anne's County, Maryland, on the right side of the public road leading through Stevensville from Queenstown to Love Point and being a part of the property conveyed to the said Ernest W. Clark from Charles B. Downs, assignee, by deed bearing date the 27th day of February, 1917, and recorded in Liber W.F.W. no. 10, folio 187 etc., a land record book for Queen Anne's County aforesaid, the other part of said property to which the part hereby conveyed formerly belonged and which was conveyed in the deed fromCharles B. Downes as above set forth, having been conveyed to one Mary BroTarr from the said Ernest W. Clark by deed bearing date the 28th day of November, 1919, and intended to be recorded among the land records for Queen Anne's County, Maryland, to which said former deed from the said Charles B. Downes to Ernest W. Clark of both parts or lots of land, and the deed from Ernest W. Clark to Mary L. Tarr of one of said parts or lots of land, and the references and descriptions contained in each, reference is hereby specially made for a more particular description of each of said lots of land.

Together with all rights, roads, ways, waters, privileges and advantages, thereto belonging, or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said Ernest W. Clark, his heirs, executors, administrators or assigns shall well and truly pay to the said James T. Bright, his executors, administrators or assigns the aforesaid sum of twelve hundred dollars ($1200.00) when and as the same shall become due and payable, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be perform, then this mortgage shall be void; and until default be made in the premises the said Ernest W. Clark, his heirs and assigne shall possess said property.

And the said Ernest W. Clark, for himself and for his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and

and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured the improvements on said premises to the amount of the insurable value thereof in some Company or Companies approved by the said James T. Bright, his executors, administrators or assigne, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, his successors, executors, administrators or assigne, said policy or policies, and that no act of thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said James T. Bright, executors, administrators or assigns, of John Palmer Smith, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and, third, the balance to the said Ernest W. Clark or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said James T. Bright, his executors, administrators or assigns or John Palmer Smith, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Ernest W. Clark, for himself and for his heirs, executors, administrators and assigne, hereby covenants to pay.

Witness the hands and seals of the mortgagors the day and year first above written.

Ernest W. Clark. (SEAL)

Test: Ezekiel M. Forman. M. Addie Clark. (SEA)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this first day of December, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Ernest W. Clark and Addie Clark, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared James T. Bright, Mortgagee, and made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth.

Ezekiel M. Forman.
Justice of the Peace.

For value received, I do hereby assign the within and aforegoing mortgage unto Charles Q. Snyder.

Witness my hand and seal this first day of December, in the year nineteen hundred and nineteen.

Test: John Palmer Smith. James T. Bright. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 17th day of August, in the year 1922, the following assignment was brought to be recorded, to wit:-

For value received I hereby assign unto The Centreville National Bank of Maryland the within and aforegoing mortgage to the extent of $1,200.00 with interest from May 29th, 1922.

Witness my hand and seal this 17th day of August, 1922.

Test: Chas. M. West. Charles Q. Snyder.

Queen Anne's County, to wit:- Be it remembered that on the eighteenth day of October, in the year nineteen hundred and twenty three, the following assignment was brought to be recorded, to wit:-

For value received the Centreville National Bank of Maryland, a body corporate, by its Vice-President, does hereby assign and transfer unto Madison B. Bordley and James T. Bright, the within and aforegoing mortgage for the purpose of collection and foreclosure.

In testimony whereof it is caused its seal to be affixed hereto and the signature of its Vice-President hereto this sighteenth day of October, 1923.

Centreville National Bank of Maryland, By
Madison B. Bordley.
Vice-President.

Test; J. R. Rolph,
Cashier.

Seal's Place.

State of Maryland.

Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R., No. 3, folio 343 etc., a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this thirteenth day of November, in the year nineteen hundred and twenty three.

J. F. Rolph, Clerk.

BOND.
Filed Nov. 13, 1923.

KNOW ALL MEN BY THESE PRESENTS,

That we, Madison B. Bordley and James T. Bright of Queen Anne's County in the State of Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigne, jointly and severally, firmly by these presents, sealed with our seals and dated this October day of twenty fourth in the year of our Lord one thousand nine hundred and twenty three.

WHEREAS, the above bounden Madison B. Bordley and James T. Bright by virtue of a power contained in a mortgage from Ernest W. Clark to C.Q. Snyder, dated November 29th, 1919 and recorded in Liber J. F. R. No. 3, folio 343 &c., one of the Land Record Books of Queen Anne's County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Madison B. Bordley and James T. Bright, Assignees, are about to execute the power vested in him in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, thenthe above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Madison B. Bordley (SEAL)

James T. Bright. (SEAL)

J. F. Rolph,
Witness as to surety

M.K. Heanfield.

Corporate Seal's Place.

Fidelity and Deposit Company of Maryland,
Per J. B. McDonald.
Atty. in fact.

On the back Of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed November 13th, 1923.

J. F. Rolph, Clerk.

Report of Sales.

Filed Nov. 22nd, 1923.

Madison B. Bordley and	In the Circuit Court
James T. Bright, Assignees	For Queen Anne's
of Mortgage.	County, In Equity.
vs.	Cause No.
Ernest W. Clark and	
Clark.	

To the Honorable, the Judges of the said Court:

The Report of Madison B. Bordley and James T. Bright, Assignees of Mortgage, hereinafter described, to your Honors respectfully sets forth:

1. That default was made under the mortgage mentioned in these proceedings by reason of the non-payment of the principal mortgage debt and interest due thereon, covenanted to be paid by the terms of said mortgage at the times herein provided for the payment, the said mortgage being the mortgage from Ernest W. Clark and wife to James T. Bright, bearing date the 29th day of November in the year nineteen hundred and nineteen, and by mesne assignments as will fully appear by certified copy of mortgage duly filed in this cause, was reassigned to Madison B. Bordley and James T. Bright by assignment dated the day of October in the year nineteen hundred and twenty three and recorded among said Land Records at the foot of said Mortgage; a copy of which said mortgage duly certified to, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property the said Madison B. Bordley and James T. Bright, Assignees of Mortgage as aforesaid, gave bond to the State of Maryland to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the Mortgaged Property of the proceeds thereof, as provided by law, which Bond was filed by the Clerk of this court, and was by the Clerk approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale in the Centreville Record, a newspaper published in Queen Anne's County, aforesaid, for four successive weeks before the day of sale, the said Madison B. Bordley and James T. Bright, Assignees of Mortgage as aforesaid, did pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, November 13th, in the year nineteen hundred and twenty three, between the hours of one thirty and two o'clock P.M., and then and there, in the execution of the power of sale contained in said Mortgage to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said Mortgage, that is to say; he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, being all that lot of land situate and being in the town of Stevensville, Queen Anne's County, Maryland, on the right of the public road leading from Kent Narrows into Stevensville, adjoining the property of Henry Grollman, George E. Callaway and others, being the same property granted and conveyed unto Ernest W. Clark by Charles B. Downs, bearing date the 27th day of February in the year nineteen hundred and seventeen and recorded in Liber W.F.W. No. 10, folio No. 187, a Land Record Book for Queen Anne's County aforesaid, and improved by a two story frame dwelling house, and sold to the said Charles Q. Snyder, he being then and there the high-

est bidder therefor, at and for the sum of thirteen hundred and twenty five dollars, ($1325.00); the purchaser has complied with the terms of sale.

Respectfully submitted.

M. B. Bordley,

James T. Bright.

Assignees of Mortgage.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To Wit:

I hereby certify thaton this 22nd day of November in the year nineteen hundred and twenty three, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Madison B. Bordley and James T. Bright, Assignees of Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. F. Rolph, Clerk. of the
Circuit Court for Queen Anne's
County, Maryland.

Advertisement of Sale.
Filed Nov. 22nd, 1923.

Mortgage Sale of House and Lot in Stevensville, Queen Anne's County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Ernest W. Clark and wife to James T. Bright, dated the 29th day of November, in the year 1919, and by mesne assignments duly assigned to the undersigned, all of which are duly recorded among the land records of Queen Anne's County aforesaid, default having occurred in the terms and conditions of said mortgage, the undersigned will sell at public sale in front of the Court House door, in the town of Centreville, on Tuesday, Nov. 13, 1923, between the hours of 1.30 and 2 p.m., the hereinafter described real estate and house and lot, to wit: Being all that lot of land improved by a practically new two story frame dwelling house situate and being in the town of Stevensville, Queen Anne's County, Maryland, on theright of the public road leading from Kent Narrows into Stevensville, adjoining the property of Henry Grollman, George E. Calloway and others, being the sameproperty granted andconveyed unto Ernest W. Clark by Charles B. Downes, bearing date the 27th day of February, 1917, and recorded in Liber W.F.W. No.10, fol. No. 187.

Terms of Sale:- One thirdof the purchase money in cash on day of sale and the balance in two equal installments of six and twelve months, the credit payments to bear interest from day of sale, properly secured to the undersigned, or all cash at the option of the purchaser.

Other particulars made known on day of sale.

Madison B. Bordley,
James T. Bright,
Assignees of Mortgage.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., Nov. 21, 1923.

The Centreville Record Publishing Co., hereby certifies that the Mortgage Sale of House and Lot in the case of Ernest W. Clark and wife, James T. Bright, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 13th day of Nov. in the year 1923.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

NISI.

Madison B. Bordley and James T. Bright, Assignees of Mortgage,
vs.
Ernest W. Clark and wife.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Chancery No. 2521.

ORDERED, This 22nd day Of November A.D., 1923, that the sale of the real estate made and reported in this cause by Madison B. Bordley and James T. Bright, Assignees of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in eachof four successive weeks before the 26th day of December next.

The Report states the amount of sales to be $1325.00

Filed Nov. 22nd, 1923. J. F. Rolph, Clerk.

Order Nisi.

Madison B. Bordley and James T. Bright, Assignees of Mortgage, vs. Ernest W. Clark and wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2521.

Ordered, This 22nd day of November A.D., 1923, that the saleof the Real Estate made and reportediin this cause by Madison B. Bordley and James T. Bright, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, oncein each of four successive weeks before the 26th day of December next.

The Report states the amount of sales to be $1325.00.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

Filed November 22nd, 1923.

THE CENTREVILLE RECORD.

Centreville, Md., April 24, 1924.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Madison B. Bordley and Jas. T. Bright, Assignees, Mortgagors, E.W. Clark and wife, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, once a week for four successive weeks before tne 26 day of January in the year 1924.

The Centreville Record Publishing Co.

Filed Nov. 22nd, 1923. By W. F. Reed,

Final Order of Ratification.

Madison B. Bordley and James T. Bright, Assignee
vs.
Ernest W. Clark and wife.

In the Circuit Court for Queen Anne's County in Equity.

Chy. Cause No. 2521.

ORDERED, this 24th day of April, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the sale made and reported by Madison B. Bordley and James T. Bright, Assignees of Mortgage, in the above entitled cause, be and the same is hereby finally ratifiedand

and confirmed no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding order nisi and the persons making sale is allowed the usual commissions and all expenses, not personal for which they may produce vouchers to the auditor and which are named and provided for in the mortgage under which this sale reported was made.

Filed April 25th, 1924. Lewin W. Wickes.

Statement of Mortgage Debt.

Madison B. Bordley and James T. Bright, Assignees vs. Ernest W. Clark, and wife.	In the Circuit Court for Queen Anne's County, in Equity. Chy. Cause No. 2521.

Statement of Mortgage Debt.

To amount of principal of said mortgage,	$1200.00
To interest on same, from Nov. 29, 1922 to Nov. 13, 1923,	69.00
To commissions on above amount, Five per cent on the above amount as Attorneys commissions	63.45
Total amount due,	$1332.45

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this twenty fourth day of April, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Madison B. Bordley, one of the Assignees in the above entitled case, and made oath in due form of law that the matters and things stated in the aforegoing statement are true to the best of his knowledge and belief.

IN TESTIMONY, whereof, I hereunto subscribe my name and affix my Notarial Seal, the day and year, last above written.

Notary Public Seal. W. L. Holton, Jr., Notary Public.

Report and Account of the Auditor.

Filed June 27th, 1924.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Madison B. Bordley and James T. Bright., assignees, vs. Ernest W. Clark Addie Clark, mortgagors.	Chancery Docket No. 2521.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, auditor, unto Your Honors, respectfully sets forth:

That he has stated the within account by first charging unto the vendors making the sale in this cause reported the full amount of the mortgage sale made by them, and then by allowing them thereout their commissions per terms of mortgage, costs of advertising notice of sale and the several orders nisi of the cause, the costs of their bond and auctioneer and the fee of the auditor.

That these allowances prevent the allowance of the mortgage claim in full and that therefore the residue of the sale is awarded unto the assignees on account of the mortgage claim.

That appended below is a statement of the mortgage debt after the sale.

Respectfully submitted:

June 27, 1924.

Madison Brown,
Auditor.

Statement of mortgage debt.

Amount of the mortgage debt on Nov. 13, 1923, day of sale, per statement filed	$1332.45
Cr.: By amount applicable thereto per within statement	1138.25
Balance of mortgage debt.	$ 194.20

Which bears interest from Nov. 13, 1923.

The proceeds of the sale of the mortgaged real estate of Ernest W. Clark and Addie Clark, his wife, in account with Madison B. Bordley and James T. Bright, assignees of mortgage, vendors of said real estate.

Cr.

1923. Nov. 13: By gross proceeds of sale, per report of vendors filed, to wit: the sum of		$1325.00

Dr.

" " To Madison B. Bordley and James T. Bright, parties making sale reported, for their commissions, per terms of mortgage:	$87.00	
To do., for the court cost of these proceedings, per Clerk's statement: costs of Clerk of Court $18.75; Appear. fee of pltff's attys 10.00	28.75	
To do., for costs of advertising sale and the two orders nisi of this cause in Centreville Record, per bill for same, to wit:	44.00	
To do., for amount paid by them to J. E. Anthony for crying sale reported per his receipt for same, to wit:	12.50	
To do., for the amount paid the Corporate Surety on their bond filed in this cause, per receipt for same, to wit:	10.00	
To do., for the amount due Madison Brown, for stating this account, to wit:	4.50	
	$186.75	
To do., in part of their mortgage claim, this balance, which is not sufficient to pay the full claim:	1138.25	
	$1325.00	$1325.00

1924
June 27th.

Madison Brown,
Auditor.

Filed June 27th, 1924.

NISI RATIFICATION OF AUDIT.

Madison B. Bordley and
James T. Bright, Assignees

vs.

Ernest W. Clark.
Addie Clark.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2521,

ORDERED, This 27th day of June in the year nineteen hundred and twenty four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of August,July 1924; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of July, 1924, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed June 27th, 1924.

Queen Annes County, to wit: Be it remembered that on the 26th day of January in the year Eighteen Hundred and Ninety One the Sheriff of Queen Annes County comes into Court here and makes return of the Fieri Facias which had been issued to him which is in the words following, to wit:

Seire Facias

The State of Maryland, To the Sheriff of Queen Anne's County, Greeting:

Whereas at a Circuit Court for Queen Anne's County, begun and held at Centreville in said County, on the first Monday in November in the year of our Lord one thousand eight hundred and eighty nine a certain John Wanamaker, Robert C. Ogden & Thomas B. Wanamaker, trading as Hood, Bonbright & Co. by a Judgment of the same Court, recovered against a certain John T. Dailey as well the sum of Nine hundred and Seventy eight dollars and fifty seven cents with interest from the 7th day of November 1889, and Seven dollars and forty five cents, for their costs and charges by them about their suit laid out and expended, whereof the said John T. Daily is convict, as appears of record; Therefore, you are hereby commanded, that of the goods and chattels, lands and tenements of the said John T. Dailey liein in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in said County on the first Monday of November next, to render unto the said Hood, Bonbridge & Co. the debt, costs, and charges aforesaid

Hereof fail not at your peril, and have you then and there this writ.

Witness, the Honorable John M. Robinson, Chief Judge of our said Court, the twenty first of July in the year of our Lord eighteen and ninety.

Issued this 21st day of October 1890.

Wm Lever, Clerk

On the back of the aforegoing Fieri Facias was thus endorsed, to wit:

Lands & Tenements of John T. Dailey seized and taken as per Schedule accompanying this Fieri Facias and Lands & tenements sold to Mary A. Dailey at and for $114 00.00 as special return, also accompanying this Fieri Facias

T. B. Turner, Sheriff

Along with the aforegoing Fifa was the following Statement of claim, to wit:

Statement of Claim of John Wanamaker, Robert C. Ogden, Thomas B. Wanamaker trading as Hood, Bonbright & Company

Vs

John T. Dailey

Judgment for $978.57 with interest from the 7th day of Nov. 1889 to the 25th day of Nov. 1890

	61.90
Cost of suit	7.45
Additional Cost	1.40
Advertising Cost	25.00
Sheriffs Costs	34.80
	$1109.12

And afterward to wit: on the 26th day of January, in the year Nineteen Hundred and thirty the following Special Return of the Sheriff was filed for record, to wit:

To the Honorable Judges of the Circuit Court for Queen Anne's County

The Special Return of T. Bedford Turner, Sheriff of Queen Anne's County, to Your Honorable Court respectfully sets forth

That in and by virtue of the accompanying Writ of Fieri Facias issued out of this Court and to me directed on the 21st day of October 1890 at the suit of John Wanamaker, Robert C. Ogden and Thomas B. Wanamaker trading as Hood Bonbright Co, against the Goods Chattels Lands & tenements of John T. Dailey I did seize levy upon and take in execution all the right and title interest and estate of John Dailey the lands and tenements I particularize and describe more specially "The Landsdowne Farm" or "The Wilmer Farm" in the Sixth Election District of Queen Anne's County on the left side of the Public Road leading from Centreville to Roseville, adjoining the lands of H. L. Roe, Mrs. H. L. Love and Richard T. Earle with lot of Woodland belonging thereto, although detached therefrom and containing in all 180 acres, 3 roods & 14 perches of land, described in the Printed advertisement of sale which accompanies this Special Return as

as Lot No 1, said interest and estate of the said John T. Dailey consisting of an undivided one third Estate or interest thereon as Heir at Law of his father John Dailey deceased and as Heir at Law of his brother Charles Dailey, deceased, subject to the dower interest and estate of his mother Mary A. Dailey therein, widow of John Dailey deceased, said undivided one third interest and estate being seized, levied on and taken in Execution to pay and satisfy the Debt, interest and costs in each accompanying Fifa Writ. And I further certify and make known to this Honorable Court that after having given more than twenty days preceding notice of the time, place, manner and terms of sale thereof by advertisements inserted in "The Centreville Record" a Newspaper printed and published in Queen Anne's County, Maryland, and by Hand Bills set up at the Court House Door in the town of Centreville County and State aforesaid for more than twenty days preceding the day of sale thereof, I did pursuant to said notices attend at Centreville aforesaid, in front of the Court Door thereof, on Tuesday the 25th day of November 1890 at 12 M. and then and there proceeded to sell said Real Estate as follows, to wit: Your Sheriff offered at public sale by public auction to the highest bidder all the undivided right, title, interest and estate of John T. Dailey, consisting of an undivided one third therein as aforesaid in all to all "The Lansdowne Farm" or "The Wilmer Farm" with detached Lot of Wood land belonging thereto containing 180 acres, 3 roods & 14 perches of land and sold the same to Mary A. Dailey being then and there the highest bidder therefor, at and for $400.00, Your Sheriff having sold sufficient to pay his Fifa Debt, interest and costs forbore to sell any of the other lands scheduled and advertised and the sales were continued by Faulsbury Seney, late Sheriff. All which is respectfully submitted.

T. B. Turner, Sheriff

Schedule, Filed January 26th 1891

A schedule of the goods chattels lands and tenements of John T. Dailey taken to at the suit of John Wanamaker, Robert C. Ogden Thomas B. Wanamaker, trading as Wood Bonbright and Company against the following property to all of his intest the following property real estate to wit: All of the said John T. Dailys intest in the following real estate all of his intest in farm pieces as Lands Down situated in the 1st Election District of Queen Anne's County all his intst in the tract of land known as Stallings Adventure, all of his inst in the tract of called Great Hope, all his ints in the Jarrell Farm, all of his ints in the Farm called Clarks Chance, all of his ints tract called Crump's Fancy, all of his ints in tract called Emrys Fancy the latter situated in the 1st Election District of Queen Annes County Maryland, October 22nd 1890

T. B. Turner, Sheriff.

Certificate of Publication of Advertisement of Sale, filed Jan 26th 1891

Sheriff's Sale of Valuable Real Estate in Queen Anne's County.

By virtue of a Writ of Fieri Facias, issued out of the Circuit Court for Queen Anne's County, in the State of Maryland, at the suit of John Wanamaker Robert C. Ogden and Thomas B. Wanamaker trading as Wood, Bonbright Company, against the goods and chattels, lands and tenements of John T. Dailey to me directed, I have seized and taken into execution, all the right, title claim, interest and estate at law and in equity, of the said John T. Daily in and to the tracts of land, to wit:

Lot No 1, being the undivided one third interest and estate as heir of John Dailey deceased, subject to the dower of Mary A. Dailey, in and to "Lansdowne Farm" or the "Wilmer Farm", in the fifth Election District of Queen Anne's County, on the north side of the public road leading from Centreville to Roseville, containing 123 acres and 72 square perches.

Also a tract of Woodland, considered as being a part of the "Wilmer Farm", though detached, and containing 57 acres of and 62 square perches

The improvements consist of a Large Two Story Brick dwelling, a large Brick Stable and Granary, Lot No 2 - "Solloways adventure" All that farm or tract of land known or called by the name of the "Peters Farm" in the First Election District of Queen Anne's County, on the left side of the public road leading from Peters Corner to Templeville, adjoining the lands of James A. Peters and others, and containing 162 acres and 100 perches of land. The Improvements consist of a Two-Story Frame Dwelling, Granary, Meat House, &c. And the interest of the said John T.

Dailey therein, consisting of an undivided one third estate as heir as aforesaid, and subject to the dower of the said Mary A. Dailey, Lot No 3. "Great Hopes". also all the undivided one third interest and estate as heir of John Dailey deceased, and subject to Mary A. Dailey's dower, in and to all that Farm, known as "Great Hope" Home Farm", lying in the First Election District of Queen Annes County, on the east side of the public road leading from Templeville to Peters Corner, adjoining other lands of the said John Dailey deceased, and containing 112 acres and 146 perches of land. The Improvements thereon consist of a Two Story Brick Dwelling, Granary, &c.
Lot No 4. "Jarrell Farm" Also all the undivided one-third interest and estate as heir at law of John Dailey, deceased, and subject to the dower of the said Mary A. Dailey, in and to all that Farm, known as the "Jarrell Farm", situated, lying and being in the First Election District of Queen Annes County, on the west side of the public road leading from Keen's Cross Roads to Pudlersville, adjoining the lands of William T. Williams and others, containing 188 acres and 25 perches, more or less. The Improvements consist of a Frame Dwelling, Barn, Granary &c.
Also all the undivided two-ninths of the said John T. Dailey as heir at law of John B. Dailey, and subject to the dower of the said Mary A. Dailey, in and to the following tracts of land;
Lot No 5. "Clark's Chance" all that tract of land, known as "Clark's Chance" &c., lying on the west side of the public road leading from Templeville to Peter's Corner, adjoining the lands of Wm Phillips and others, containing 22 acres of land, more or less. being the same land which was conveyed by Wm Price and wife to John Dailey by deed duly executed, acknowledged and recorded in Liber J. T. B. No folios 506 &c., one of the land record Books of Queen Annes County aforesaid. Lot No 6. "Crump's Fancy" Also all that tract of land, called "Crump's Fancy" and Fancy Addition" lying in the First Election District of Queen Anne's County, on the east side of the public road leading from Keens Cross Roads to Pudlersville, adjoining the lands of James H. Hall and heirs of Robert Jarrell, and containing 90 acres of land. Lot No 7. "Emory Farm" Also all that farm, known as the "Emory Farm", situate in the First Election District of Queen Anne's County, lying on both sides of the road leading from Templeville to Downes Chapel, containing 48 acres of land, it being the intestate lands of William Emory, deceased, and was conveyed to John Dailey and was in his lifetime conveyed by him to Thos. Emory and sold under a mortgage to satisfy claims of heirs of John Dailey, deceased.
All which said above described tracts of land are described in a deed thereof from John T. Dailey to Mary A. Dailey, dated the 12th day of April, 1890, duly recorded in Liber H. D. No 4. folios 204 &c., reference to which is made, but which said deed is subsequent to the judgment under which the said property has been seized under this execution.
And I hereby give notice, that on Tuesday, November 25th 1890 at 12 o'clock, M, at the Court House Door in Centreville, Maryland, I will offer for sale the said property so seized and taken in execution by public auction, to the highest bidder, for cash

T. Bedford Turner, Sheriff
T. Frank Seward, Auct.

We Hereby Certify, That the annexed advertisement was inserted in The Centreville Record a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of three successive weeks before the 25th day of November 1890, making four insertions

Robert V. Smith
Editors and publishers of the Centreville Record

Filed February 10th 1891

To the Circuit Court for Queen Anne's County

To the Honorable Judges of said Court
The Petition of Mary A. Dailey of Queen Anne's County Maryland, to your Honors respectfully sets forth.
1st. That the under sundry executions issued out of this Court at the suit Hood Bonbright & Co. Howard Mos. & Co. and others against the lands and tenements, goods & chattels of John B. Dailey has become the purchaser of all his real estate in Queen Anne's County aforesaid and that it is necessary that there should be an audit of the funds arising from said sales among his Execution and Judgment creditors.
2nd That the purchasers will appear by reference to the Reports of Sale thereof made and ~~reported~~ returned to this Court by T. B. Turner, present Sheriff of said County and Saulsbury Jeney, late Sheriff and the papers accompanying and filed with said returns.
3rd That there is no Auditor appointed by this Court on the law side thereof to whom can be referred said papers to state an account.
4th That said execution creditors and certain Judgment creditors entitled to have in the disposition of said funds are anxious to have an audit properly and legally disposing of said funds

Your Petitioner on behalf of said Creditors and himself as purchaser prays this Court to pass an auditor consolidating all said cases for the purpose of an audit, and naming and appointing some suitable person to make said audit, and referring the papers to him to state said account

J. B. & E. H. Brown
Attorneys for Petitioner

On the aforegoing Petitions, ordered on this 5th day of February 1891 that all the cases referred to in the aforegoing petition be consolidated for the purpose of an audit among them of the sales made by T. B. Turner Sheriff, and Saulsbury Jeney, late Sheriff, and that Albert T. Emory of Queen Anne's County be and he hereby is appointed auditor to state said account and that the papers be referred to him with directions to give notice to all parties interested therein and to state an account distributing said funds among them, to be returned forthwith to this Court as soon as made.

Jno. M. Robinson

Filed February 10th 1891.

Dr. The proceeds of the Real Estate of John T. Dailey In account with T. Bedford Turner, Sheriff Cr

1890			1890		
Nov. 25	To T. B. Turner, Sheriff, for Serv't Coms	$ 57 58	Nov. 25.	By proceeds of Sales of Real of Real Estate for special Return filed in No 23 Judicial November Term 1890	$ 1400.00
	" Robert B. Smith for advertising Sale	25 00			
	" T. Frank Seward, Auctioneer	5 00			
	" Wm Dever, Clerk, Recording fee	6 00			
	" Daniel Tilghman, Clerical Services	2 16			
	" A. T. Emory, Auditor	13 50			
Claim No 1.	" Hood, Bororight & Co. Judgment	1049 06			
Claim No 2	" A. Thrumway & Co.	247 70			
		$ 1400 00			$ 1400.00

Dr. The proceeds of the Real Estate of John T. Dailey In account with Saulsbury Jeney, Sheriff Cr

1890					
Nov. 25	To Saulsbury Jeney, Shff. for serv'l coms	$ 87 66	1890 Nov. 25	By proceeds of Sales of Real per Special Return filed in No 8 Judicial January Term 1890	1490.00
	" Robert B. Smith advertising Sale	26 25			
	" T. Frank Seward, Auctioneer	5 00			
	" Wm Dever, Clerk, Recording fee	6 00			
Claim No 3	" Jones, Beckett, Sheibley & Co. Judgmt	219 99			
" 4	" Howard Bros " " "	513 00			
	A. T. Emory, Auditor	3 64			
	To Balance	628 46			
		$ 1490 00			$ 1490.00

Claims		Claims	Dividends		
No 5	To J. H. Mickener & Co	$ 92 33	30 46	By Balance	$ 628.46
No 6	" A. C. Hood & Co	38 16	12 59		
No 7	" W. Stein & Son	101 21	33 40		
No 8	" W. J. Lang	58 65	19 35		
" 9	" Hunt, Nixon & Goldsborough	471 17	155 48		
" 10	" Liveright, Greenwald & Co	80 35	26 51		
" 11	" R. W. Truitt & Co.	60 47	19 95		
" 12	" Smith, Worthington & Co	92 03	30 36		
" 13	" Fisher, Leauck & Co.	241 96	79 84		
" 14	" Young, Creighton & Diggs	278 91	92 04		
" 15	" Daniel Miller & Co	389 34	128 48		
		$ 1904 61	$ 628 46		628.46

Hood, Bororight & Co & others
vs
John T. Dailey

Albert T. Emory, Auditor

Judicial Docket
Circuit Court for Caroline County
Order of Court consolidating sundry Judgment and Execution claims vs John T. Dailey for audit

To the Honorable the Judges of the Circuit Court

The Report of Albert T. Emory, Auditor, Respectfully shows that he has stated two accounts as will appear within. In one distributing proceeds sale of 1/3 interest of John T. Dailey in Real Estate sold by T. Bedford Turner, Sheriff, under and by

virtue of an execution issued out of this Court against said Dailey at the suit of Hordbright & Co. being No 23 Judicials Nov Term 1890 charging said Sheriff with said sales, and allowing him for service and Commission on total sales advertising costs, auctioneers fee, Clerks recording fee, your Auditors fee &c., and then awarded to said Hood, Boughright & Co. full Judgment of said Execution and costs being claim No 1. and to A. Shumway & Co. Judgment in full, being claims No 2. Closing said account. In the other distributing proceeds of sale 1/3 interest of said John T. Dailey in other real estate sold by Saulsbury Beney late Sheriff, under and by virtue of an execution issued out of the Circuit Court for Caroline County, to the Sheriff of Queen Annes Co. and filed in Clerks office of this Court, against said Dailey at suit of Howard Bros. being No 8 on Judicials Docket of this Court, Jany Term 1890, charging said Sheriff (Beney) with said sale and allowing allowing him for service and Comms (2.33 for serving each 12 Executions 2.00 for Commission on $25.00 of each) of said 12 executions, and 3% on bal. of sales, amount to $87.66 for advertising costs, auctioneers fee, clerks recording fee, and then awarded full payment of claims No 3 and No 4 claims No 4 being said execution of Howard Bros thereby obtaining a balance of $28.46 which awarded pro rata to claims No 5 to No 15 inclusive, being executions from Caroline County Court and filed in this Court on same day (16 Nov. 1859) at the rate of 33c on the $100.

Your Auditor files herewith a statement of all said claims, in the order of their legal priority.

Respectfully Submitted
Albert T. Emory, Auditor
February 13. 1891

Hood, Boughright & Co. et. al
vs
John T. Dailey
Defendants

In the Circuit Court
for
Queen Anne's County
Judicial Docket

We the undersigned, hereby agree that the audit of funds owing from sales of John T. Daileys Real Estate in Queen Annes County as made and reported by Albert T. Emory, Special Auditor under order of Court passed 5th filed February 10th 1891 consolidating this cases and referring them for audit be at once ratified and confirmed and the money paid over by T. B. Turner, Sheriff and Saulsbury Beney, late Sheriff in accordance therewith.

Philip W. Downes
Attys for Hood, Boughright & Co
Robert J. Jump, attys for Howard Bros.
Russum & Lewis, Attys for Allen Wilson & Gallsborough
Lippincott Greenwald & Co., R. W. Pratt & Co.,
Smith, Worthington & Co., Fisher, Coulter & Company
Young, Creighton & Diggs, Daniel Miller & Co
T. Piney Fisher, Attys for A. A. Shumway & Co.
Jones, Brickell, Shelley & Co
J. W. Michener & Co.
A. C. Wood & Co.
M. Stern & Son
W. J. Lang