CHANCERY NO. 2599.

State of Maryland, Queen Anne's County, to wit: Be it remembered that on the twenty first day of May in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

Howard E. Price, Assignee,	IN THE CIRCUIT COURT
Vs.	FOR
Samuel Jester, Bessie M. Jester.	QUEEN ANNE'S COUNTY,
	IN EQUITY.

B. HACKETT TURNER_ CLERK:

You will docket suit as per the above titling, and file certified copy of mortgage from Samuel Jester and Bessie M. Jester to Charles E. Tucker, and by mesne assignments assigned to Howard E. Price, dated the 1st. day of September, 1911, and recorded in liber S.S. No. 10, folio 304, a land record book for Queen Anne's County.

H.B.W. Mitchell
ATTORNEY.

BOND.
Filed May 21st, 1925.

KNOW ALL MEN BY THESE PRESENTS, That we, Howard E. Price, of Queen Anne's County, State of Maryland, as principal and the New Amsterdam Casualty Company, a body corporate, of the State of New York, 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 eight 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, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this nineteenth day of May, in the year nineteen hundred and twenty five.

WHEREAS, the said Howard E, Price is about to execute power of sale contained in the mortgage form Samuel Jester and Bessie M. Jester, his wife, to Charles E. Tucker, dated September 1st., 1911, and recorded in liber S.S. No. 10 folio 304, a land record book for Queen Anne's County, and by mesne assignments duly assigned to said Howard E. Price.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, the said Howard E. Price, do and shall abide by and fulfill any order or decree of any Court of Equity, in relation to the sale of such mortgaged property or the proceeds thereof then this obligation to be void, otherwist to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of:

Howard E. Price (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

Wm. McKenney.

Corporate Seal's Place.

BY McKenney & Price
by Wm. McKenney
Attorney in fact.

Andon the back of the aforegoing Bond was thus endorsed, to wit: "Security approved and Bond filed May 21st, 1925".

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed May 21st, 1925.

Howard E. Price, Assignee of Mortgage,	IN THE CIRCUIT COURT
Vs.	FOR
Samuel Jester, Bessie M. Jester, his wife. Mortgagors.	QUEEN ANNE'S COUNTY
	IN EQUITY. NO. 2599.

STATEMENT OF MORTGAGE DEBT.

Principal Mortgage debt ----------	$6500.00
Unpaid and accrued interest for 2 years, 7 months and 6 days. ----------	1013.32
	7513.32
Attorney's commissions, to H.B.W. Mitchell, with whom mortgage has been placed for collection	375.67
	$7888.99

Howard E. Price
ASSIGNEE OF MORTGAGE.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 27th day of April, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard E. Price, Assignee of Mortgage, and made oath that the within and aforegoing Statement of Mortgage Debt was correct and true as stated.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT.

REPORT OF SALE.
Filed May 28th, 1925.

HOWARD E. PRICE, ASSIGNEE OF MORTGAGE,	()	IN THE CIRCUIT COURT
VS.	()	FOR
SAMUEL JESTER, BESSIE M. JESTER, MORTGAGORS.	()	QUEEN ANNE'S COUNTY
		IN EQUITY, NO. 2599.

To the Honorable, the Judges of said Court:

The Report of Howard E. Price, Assignee of the mortgage from Samuel Jester and Bessie M. Jester, his wife, to Charles E. Tucker, dated the first day of september, 1911, and recorded in liber S.S. No. 10, folio 304, a land record book for Queen Anne's County; to your Honors respectfully sets forth:

That under and by virtue of the power of sale contained in the aforesaid mortgage, default having been made in the payment of the principal mortgage debt and interest thereon and in the state and county taxes levied on the mortgaged property, the said Howard E. Price after having first 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, and by advertisement in the Centreville Record, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and perform any order or decree of any Court in Equity in relation to said mortgaged property or the proceeds arising from the sale thereof did pursuant to the notice of said advertisement attend in front of the Court House Door, in Centreville, Queen Anne's County, Maryland, on Tuesday, May 26th, 1925, between the hours of 1.30 o'clock P.M. and 2 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 advertisement of sale of said farm had been read, the announcement was made that State and County taxes assessed against said property prior to the year nineteen hundred and twenty five and remaining unpaid would be paid out of the proceeds of sale; that the growing wheat crop would be reserved and that the landlord's interest in other annual crops on said farm would pass with said property to the purchaser thereof and that the purchaser of said property would be required to pay the State and County taxes assessed against said farm for the year nineteen hundred and twenty five.

The said Howard E. Price, Assignee as aforesaid, then proceeded to sell by public auction the property mentioned in said mortgage, consisting of all that farm or tract of land in the Third Election District of said County adjoining the lands of the heirs of Algernon Batte and the lands of others, containing 212 acres, 2 roods and 11 perches of land, more or less, and being the same land which was conveyed unto Samuel Jester by deed from Mary C. Hurlock, dated the 1st. day of November, 1911, and recorded in liber S.S. No. 10, folio 303, a land record book for said County, and became the purchaser thereof in his individual capacity, that is to say, Howard E. Price became the purchaser thereof, he being then and there the highest bidder therefor at and for the sum of thirty five dollars per acre, aggregating for the whole tract of land or farm the sum of seven thousand, four hundred and thirty nine dollars, and ninety one cents ($7439.91).

All of which is respectfully submitted.

Howard E. Price
ASSIGNEE OF MORTGAGE.

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

I hereby certify that on this 27th. day of May, 1925, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard E. Price, Assignee of mortgage, and Vendor, and made oath that the matters and things stated in the aforegoing report of sale were true to the best of his knowledge and belief, and that the sale was fairly made.

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

Filed May 28th, 1925.

Certificate of Publication
of Advertisement of Sale.
Filed May 28th, 1925.

ASSIGNEE'S SALE OF VALUABLE FARM UNDER MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from Samuel Jester and Bessie M. Jester, his wife, to Charles E. Tucker, dated the First day of September, 1911, amd recorded in liber S.S. No. 1, folio 304, a land record book for Queen Anne's County, and by mesne assignments assigned to the undersigned, default having occurred in the terms and conditions of said mortgage, the undersigned will sell by public auction in front of the Court House Door, in Centreville, Maryland, on May 26th, 1925, between the hours of 1.30 P.M., o'clock and 2 o'clock P.M., the following real estate, to wit:

ALL THAT FARM OR TRACT OF LAND, known as "LOWES ARCADIA", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, adjoining the lands of the heirs of Algernon Batte, J. Frank Coppage, and Mrs. Anna Bishop, and others, containing 212 ACRES, 2 Roods and 11 Perches of Land, more or less, and being the same land that was conveyed unto Samuel Jester by deed from Mary C. Hurlock, dated the First day of September, 1911, and recorded in liber S.S. No. 10, folio 303, a land record book for Queen Anne's County.

There are about 60 acres of valuable timber on this farm and about 152 acres in cultivation.

Improvements consist of FRAME DWELLING HOUSE and outbuildings. The land is a clay subsoil and adapted to growing grain and truck. The wheat crop will be reserved and the purchaser will receive the landlord's interest in all other crops grown on said farm during the year 1925, and will pay the taxes for that year.

The purchaser will have the privilege of breaking fallow and doing fall work and will get the actual possession of the farm at the expiration of the year 1925.

TERMS OF SALE-One half of the purchase money in cash on day of sale or upon the ratification of the sale, with interest from the day of sale, and the balance in six months from the day of sale, with interest from day of sale, or all cash at the option of the purchaser. A cash deposit of $2000 will be required at the time of the sale. All deferred payments to be secured by note or notes of the purchaser with approved security and to bear interest from day of sale.

HOWARD E. PRICE,
Assignee of Mortgage.
H.B.W. MITCHELL,
Attorney.

T. Frank Seward, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md. May 27, 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Mtg. from samuel Jester and Bessie M. Jester, his wife, to Charles E. Tucker, 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 May in the year 1925.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

Attached to the publication of the advertisementof sale is the following certificate:

Centreville, Maryland.

May 26th., 1925.

This is to certify that I offered today between the hours of 1.30 o'clock P.M. and 2 o'clock P.M., the tract of land described in the annexed advertisement consisting of a farm containing 212 acres, 2 roods and 11 perches of land, more or less, situate, lying and being in the Third Election District of Queen Anne's County aforesaid, adjoining the lands of the heirs of Algernon Batte and the lands of others, and sold the same to Howard E. Price, he being the highest bidder therefor at and for the sum of $35 per acre.

T. Frank Seward
AUCTIONEER.

NISI.

Howard E. Price, Assignee,	)((	IN THE CIRCUIT COURT
	)	
	(	FOR QUEEN ANNE'S COUNTY
vs.	)	
	(	IN EQUITY.
Samuel Jester,	)()	
Bessie M. Jester.		CHANCERY NO. 2599.

ORDERED, This 28th day of May, A.D., 1925, that the sale of the Real Estate made and reported in this cause by Howard E. Price, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Amne8s County, Maryland, once in each of four successive weeks before the 1st day of July next.

The Report states the amount of sales to be $7439,91.

Filed May 28th, 1925. B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement Order Nisi.
Filed Aug. 3rd. 1925.

ORDER NISI.

Howard E. Price, Assignee,
vs.
Samuel Jester, Bessie M. Jester.

In the Circuit Court for QueeN Anne's County, in Equity. Chancery No. 2599.

Ordered, This 28th. day of May, A.D., 1925, that the sale of the real estate made and reported in this cause by Howard E. Price, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of July next.

The Report states the amount of sales to be $7439.91.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed May 28th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 3rd. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi iN the case of H.E. Price, Assign. vs. Samuel Jester 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 before the 1st day of July, in the year 1925.

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

Order of Court Ratifying Sale.

ORDERED, this fourth day of August, nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made by Howard E. Price, Assignee of Mortgage, and reported by him in the aforegoing report of sale in the case entitled: "Howard E. Price, Assignee of mortgage, vs. Samuel Jester and Bessie M. Jester, his wife, Mortgagors" being No. 2599 iN this Court, 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 Howard E. Price, AssigNee of mortgage is allowed the commissions provided for by said mortgage and all expenses not personal upon producing proper vouchers therefor before the Auditor.

Filed Aug. 4th. 1925. Thomas J. Keating.

Report and Account of Auditor.
Filed Oct. 2nd. 1925.

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

Howard E. Price, assignee,	)	Chancery
versus	)	Docket,
Samuel Jester, Bessie Jester.	)	Cause No. 2599.

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 in which he first charged Howard E. Price, the assignee of the mortgage mentioned in the cause and as such party selling the mortgaged property, with the gross proceeds of the sale made by him and then thereout allowed him his commissions, the costs of advertising the sale and the several orders nisi thereon, the amount paid to auctioneer for selling the property, the cost of his bond filed herein, State and County Taxes for two years due by the mortgagor, the Court costs, the cost of advertising the order nisi and the auditor's fee.

The balance remaining after these allowances is not sufficient to pay the claim of Howard E. Price, assignee, under his mortgage on the day of the sale and is awarded unto him on account of said claim.

The auditor has made and appens to the account, a statement showing the amount due Howard E. Price, assignee, under his said mortgage, as of the day of the sale but after the publication to his claim of the net proceeds of the sale made by him.

Respectfully submitted,

October 1, 1925. M Madison Brown
Auditor.

The proceeds of the sale of the mortgaged real estate of Samuel Jester, mortgagor, in account with Howard E. Price, assignee of mortgage, party making sale under power of sale contained in the mortgage mentioned in this cause.

Cr.

1925. May 26.	By gross proceeds of the sale of the mortgaged real estate per report of sale filed May 28, 1925, to wit:	$7439.91

Dr.

" "	To Howard E. Price, party making sale of mortgaged real estate under mortgage, for his commissions for making sale, per terms of mortgage, to wit:	$342.60
	To do., for costs of advertising notice of sale in Centreville Observer, per account for same, to wit:	49.50
	To do., for cost of advertising notice of sale and order nisi thereon in Centreville Record, to wit:	53.36
	To do., for the amount paid T.F. Seward for crying the sale, per his receipted account for same, to wit:	20.00
	To do., for the costs of his bond with corporate surety thereon, paid said surety, per receipted account for same, to wit:	24.00
	To do., for the amount of State and County Taxes due by Samuel Jester for year 1923, paid by assignee, per receipted tax statement filed, to wit:	177.82

To do., for the amount of state and county taxes due by Samuel Jester for the year 1924, paid by assignee, per receipted tax statement filed, to wit:		$142.25	
To do., for the court costs of this cause per the statement of the clerk, as follows:			
costs of B.H. Turner, clerk:	$18.75		
appear. fee of H.B.W. Mitchell,	10.00	28.75	
Amounts carried forward,		$ 838.28	$7439.91
Amounts brought forward		Dr.	Cr.
		$ 838.28	$ 7439.91
To Howard E. Price, assignee, party making sale, for the costs of advertising order nisi to be passed as to this account and report:		3.00	
To Madison Brown, auditor, for stating this account, to wit:		9.00	
To Howard E. Price, assignee of mortgage, on account of his mortgage claim due on the day of sale, this balance which is not sufficient to pay the mortgage claim in full, to wit:		$6589.63	
		$7439.91	$7439.91

STATEMENT OF MORTGAGE DEBT.

PriNcipal of the mortgage debt:	$6500.00.
UNpaid and accrued interest for two years, 7 mo., 6 days:	$1013.32
	$7513.32
Attorneys commissions of H.B.W. Mitchell with whom mortgage has been placed for collection:	$ 375.67
Amount of mortgage debt due on day of sale, per statement filed May 21, 1925:	$7888.99
Credit: by the amount applicable to the mortgage debt out of the proceeds of sale made in this cause, per above account:	$6589.63
Balance due Howard E, Price, assignee:	$1299.36

This balance bears interest from May 26, 1925, day of sale.

Madison Brown, Auditor.

October 1st, 1925.

NISI RATIFICATION OF AUDIT.

Howard E. Price, AssigNee,	(	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN AnNE'S COUNTY
Samuel Jester, Bessie Jester.	)	IN EQUITY.
	:	CASE NO. 2599.
	(	

ORDERED, This 2Nd. day of October, in the year nineteen hundred and 25, 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 1925; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of October 1925, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner--Clerk.

Filed Oct. 2nd. 1925.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, this thirty first day of October, nineteen hundred and twenty five, 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 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 of Ratification Nisi; the Assignee of the Mortgage and Vendor is 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 Nov. 2Nd. 1925.

Petition and Order of Court filed Nov. 14th. 1925.

Howard E.Price, Assignee of Mortgage	(	In the Circuit Court for
Vs.	(	Queen Anne's County, in
Samuel Jester	(	Equity.
Bessie M.Jester. Mortgagors.	)	No. 2599.
	)	

To the Honorable, the Judges of said Court:-

The motion of Howard E.Price, Assignee of mortgage in the above entitled case, respectfully shows:-

1. That there still remains due and unsatisfied to your Petitioner, Assignee of Mortgage as aforesaid, upon his mortgage claim in the above entitled case, the sum of twelve hundred and ninety nine dollars and thirty six cents ------- as found and determined by the Auditor's report and account filed in this case, which said auditor's report and account were finally ratified and confirmed by this Honorable Court on the thirty first day of October, nineteen hundred and twenty five, as will appear by reference to said report and account which are prayed to be taken as a part hereof.

2. That under and by virtue of the privisions of the law of this State relating to mortgages (Code of P.G.L.Art. 66 Sec.24) your petitioner, said Howard E.Price,Assignee as aforesaid, is entitled to a decree in presonam for the said sum of twelve hundred and ninety nine dollars and thirty six cents, together with interest thereon from May 26th. 1925, against Samuel Jester, one of the above entitlee defendants and mortgagors,your petitioner being entitled to maintain an action at law against said mortgagor upon the mortgage note filed in these proceedings and upon the covenants of the mortgage upon which this proceeding is based for the residue of the mortgage debt and interest intended to be secured by said mortgage, and remaining unpaid and unsatisfied as aforesaid.

Your petitioner, therefore, moves and prays your Honors to pass a decree in personam in favor of Howard E. Price and against Samuel Jester, for the said sum of twelve hundred and ninety nine dollars and thirty six cents, together with interest from May 26th/1925, the date of the sale,after due notice by summons or otherwise as the Court may direct to said Samuel Jester.

And as in duty bound, etc.

H.B.W.Mitchell,
Attorney for Petitioner.

The aforegoing petition having been read and considered, it is thereupon ordered by the Circuit Court for Queen Anne's County, in Equity, this fourteenth day of November, nineteen hundred and twenty five, that the Clerk of this Court be, and he is hereby, directed to issue the writ of subpoena, along with a copy of the aforegoing motion and this orderl said writ to be directed to the said Samuel Jester, one of the above named mortgagors, and to be served on him and a copy of said motion and this order left with him, said writ commanding said Samuel Jester, one of the said mortgagors, to be and appear in this Court on the seventh day of December, nineteen hundred and twenty five, to answer the aforegoing motion and show cause, if any there be, within thirty days from the return day of said writ, why a decfee should not be passed as prayed.

Filed Nobember 14th. 1925. Thomas J. Keating.

Subpoena for respondent to appear and answer.

Queen Anne's County, to wit. The State of Maryland.

Seal's Place

To Samuel Jester of Queen Anne's Vounty, 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 December next, to answer the complaint of Howard E.Price, Assee of mortgage 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 November, 1925.

Issued the fourteenth day of November, in the year 1925.

H.B.W.Mitchell
Solicitor for Petitioner.

B.Hackett Turner, 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 December next, being the Return Day.

B.Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was thus endorsed, to wit:-
Served by reading the within summons to Samuel Jester, the defendant, and copy left with him this first day of December, 1925,
Filed Dec. 3rd. 1925. T.Frank Seward. Sheriff.

Copy of Petition heretofore recorded in these proceedings bears the following endorsement:-

Served by reading the within partion to Samuel Jester & wife the defendants and a copy left with them this first day of December, 1925.
T.Frank Seward.
Filed Dec. 3rd. 1925. Sheriff.

Statement of Deficit filed January 18th. 1926.

Howard E.Price, Assignee of Mortgage	(	In the Circuit Court
Vs.	)	for Queen Anne's County,
Samuel Jester Bessie M.Jester. Mortgagors.	)	in Equity. No. 2599.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

STATEMENT OF HOWARD E.PRICE, ASSIGNEE OF MORTGAGE, TO YOUR HONORS RESPECTFULLY SETS FORTH:
That since he filed his petition and made motion in the afiresaid cause for decree for amount of the deficit arising under the mortgage sale in the aforesaid cause, he has received from the landlord's interest in the proceeds of wheat reserved by him from the operation of the sale under the mortgage in the aforesaid proceedings, and sold from the farm which was sold under the power of sale contained in said mortgage in the aforesaid proceedings, as of December fifth, nineteen hundred and twenty five, (he having taken possession of the farm before the sale), the sum of four hundred and twelve dollars and fifty cents, w hich said amount is to be allowed as a credit in arriving at the amount which the Court will pass a decree for in his, said Price's favor against said Samuel Jester.
Respectfully submitted.
Howard E.Price.

Supplementary statement of amount of deficit under mortgage sale in the cause of Howard E.Price, assignee of Mortgage, Vs. Samuel Jester and Bessie M.Jester, mortgagors, No. 2599 in the Circuit Court for Queen Anne's County, in Equity.

Amount of deficit as per audit filed Oct. 2nd. 1925	$1299.36
Interest from May 26th. 1925, day of sale to December 5th.1925	41.91
	$1341.27
Dec. 5th. 1925. Proceeds receibed from landlord's interest in wheat	412.50
	$928.77
Interest on $928.77 from Dec 5/25 to Jan.18th.1926	6.66
	935.43

Final Decree of Court entering Judgment against Samuel Jester and in favor of Howard E.Price for $935.43 with interest from date, filed Jany. 18th. 1926.

Howard E.Price, Assignee of Mortgage	(	In the Circuit Court
Vs.	)	for Queen Anne's
Samuel Jester Bessie M.Jester. Mortgagors.	( )	County, in Equity, No. 2599.

Samuel Jester, one of the defendants and mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of the Court passed on the fourteenth day of November, nineteen hundred and twenty five, and a copy of the aforegoing motion and order having been left with said Samuel Jester, as appears by the return of the Sheriff to the writ of subpoena and on the copy of said motion and order returned to the Clerk of this Court and no sufficient cause having been shown under the terms of said order, it is this 18th. day of January, nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, adjudged and ordered that the decree of this Court be and it is hereby entered in favor of Howard E.Price and against said Samuel Jester for the sum of twelve hundred and ninety nine dollars, and thirty six cents, and forty eight dollars and fifty seven cents, interest from May twenty sixth, nineteen hundred and twenty five, the date of the sale in the aforesaid proceedings, less four hundred and twelve dollars and fifty cents, the amount reported by said Howard E.Price as having been received by him from the sale of wheat grown on the farm sold in the aforesaid proceedings, which said wheat, being the landlord's share, having been reserved from the operation of the mortgage sale, said Price as Assignee of the mortgage, having taken possession of the farm before the sale and exercising the right to do so, collected four hundred and twelve dollars and fifty cents for the landlord's share of the wheat grown thereon in the year nineteen hundred and twenty five, said decree to be entered as aforesaid for the total amount of nine hundred and thirty five dollars and forty three cents, with interest from this date.
Thomas J.Keating.

CONTINUED ON PAGE 600.

CHY. NO. 2555.

Q U E E N A N N E'S C O U N T Y T O W I T: Be it remembered that on the twenty ninth day of August, in the year nineteen hundred and twenty four, the following Bill of Complaint was brought to be recorded, to wit:

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

Howard E. Price, Thomas J. Keating, and J. Frank Harper, Trustees.

versus

Annie E. Bryan, Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E, White, Howard Price Bryan, R. Glen King, in his own right and as executor of Helen M. King, the Centreville National Bank of Maryland and the Queen Anne's National Bank of Centreville, corporations, and Preston R. Anderson.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That it will appear by reference to the proceedings had in a cause in the Circuit Court for Queen Anne's County, in Equity entitled "John C. Tolson, trustee, et. al. versus Annie E. Bryan, et. al. and numbered "2179 Chancery" as follows, to wit:

(1) That a tract of land or farm called "Chester" described at large in said proceedings was decreed to be sold.

(2) That at the time of said decree said farm was owned to the extent of one undivided half part by Annie E. Bryan for and during the term of her natural life, with remainder unto the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Howard Price Bryan, and one Helen M. King, her children.

(3) That the decree passed in said cause directed the sale of said farm, clear of the said rights therein of the said Annie E. Bryan, and her children, and directed that said rights be protected in the distribution of the proceeds of the sale decreed to be made.

(4) That said farm was sold under said decree in its entirety unto said Annie E. Bryan for the sum of $14,363.60.

2. That as will appear by further reference to the proceedings in said cause there was distributed by the audit filed in said cause unto the said Annie E. Bryan, in lieu of her said life estate, the sum of $6680.98 for and during the term of her natural life, said sum after her death to be divided among her said children in equal parts.

3. That at the time of the filing of said audit the said Annie E. Bryan was indebted by way of purchase money above mentioned unto the trustees of said Cause Number 2179 Chancery in a large sum of money which she could neither pay or settle unless she could procure the application of said sum of $6680.98 as a credit on her said purchase money indebtedness, and her said children, in order to relieve their mother of the embarrassment of her said indebtedness and to prevent a proceeding for resale against her, agreed that the said trustees should credit sum on account of the purchase money debt due by the said Annie E. Bryan, who, in return for the use of said money was to give the mortgage mentioned in the next paragraph securing said sum unto her children, who, in turn, were to release the said trustees from all liability on account of their interest and estates in said sum,

4. That the said trustees, in accordance with said agreement applied said sum of $6680,98 as a credit on the purchase money indebtedness due them by the said Annie E. Bryan and received the release above mentioned from the said children of said Annie E. Bryan (which releases have been duly filed with the clerk of this court and have been by him recorded among the records of his office) and the said Annie E. Bryan, having received from the trustees a deed for said land, did deliver unto her children a mortgage, securing the payment of said sum unto her said children in equal parts, at the expiration of six months from the time of her death with interest from date of her death only (see certified copy of said mortgage marked "Exhibit No. 1", filed herewith as part hereof.

5. That on March 22, 1921, the said Raymond C. Bryan, one of said mortgagees and a respondent to this bill, did, by way of a mortgage (hereinafter called "Mortgage No. 2") assign all his right, title, interest and estate in and to the said "Mortgage No. 1" unto the said Annie E, Bryan, who, on the date mentioned duly assigned said mortgage No. 2 unto the said The Centreville Bank of Maryland, a respondent hereto; see certified copy of "Mortgage No. 2" marked "Exhibit No. 2" filed herewith as part hereof.

6. That on September 23, 1921, the said Raymond C. Bryan, by way of another mortgage hereinafter called Mortgage No. 3, did again assign all his right, title, interest and estate, in and to the said "Mortgage No. 1" unto the said Annie E. Bryan, who, on day following, did assign said "Mortgage No. 3" unto the said The Queen Anne's National Bank of Centreville; see certified copy of "Mortgage No. 3" marked "Exhibit No. 3", filed herewith as part hereof.

7. That on February 28, 1922, the said Howard Price Bryan, one of said mortgagees and a respondent hereto, did, by way of a mortgage hereinafter called "Mortgage No. 4" assign all his right, title, interest and estate, in and to said "Mortgage No. 1" unto Edwin H. Brown, Jr. and John Palmer Smith, who, on the same day, duly assigned said "Mortgage No. 4" unto Preston R. Anderson, a respondent hereto; see certified copy of "Mortgage No. 4" marked "Exhibit No. 4" filed herewith as part hereof.

8. That on September 2, 1922, the said Annie E. Bryan, who is still living, executed and delivered unto your orators, a deed in the nature of a deed of trust whereby she granted them for the purposes set forth in said deed all her estate and property of every kind and description (excepting one half of the net income to which she is entitled for life from a trust created by the will of William J. Price); that this deed of trust was made for the benefit of her creditors and is based on an agreement made by her with them and the said creditors, entering into this agreement, are bounded by the same; see certified copy of said deed of trust and agreement thereto attached, marked "Exhibit No. 5" filed herewith as part hereof.

9. That the said Annie E. Bryan, was, at the time of the delivery of said deed of trust, seized and possessed of said farm called "Chester" subject to said mortgage, and that therefore, said farm, subject to said mortgage, passed under said deed unto Your Orators.

10. That in a proceeding in this Court entitled "In the Matter of the Trust Estate of Annie E. Bryan" and numbered 2467 Chancery jurisdiction of the trust estate created by said deed was assumed by this Honourable Court and your orators, under the power of sale conferred upon them by said deed, have contracted to sell said farm called "Chester" at and for the sum of $11,500.00 free, clear and discharged of the lien of the mortgage described in paragraph four above unto one John William Keith.

11. That the sale so made is a good sale at this time owing to the depression now prevailing in land values and should be consummated as one of advantage to the respondents, of whom all but three (Albert W. Bryan, Nina E. White and Presont R. Anderson), are parties to said deed of trust by virtue of being parties to the agreement on which it is based and are bound by the proper acts of your orators as trustees acting under said deed.

12. That the sale price obtained is the result of the sale of the land clear of said mortgage No. 1, for the said mortgage, because of the uncertainty of the time of its maturity, would be a hindrance and deterrent to a good price at a sale of the said land subject to said mortgage.

13. That "Mortgage No. 1" was made and taken for the purpose of relieving said Annie E. Bryan of those difficulties mentioned in paragraph 3 of this bill, that it was not the intention of the said Annie E. Bryan, nor was it the intention of the other parties to said mortgage, that the said Annie E. Bryan (or her assigns), by the delivery of said mortgage, should be deprived of her rights in the sum of $6680.98 secured by same in the event that for any reason whatsoever said sum should be paid by the said Annie E. Bryan or her assigns during her lifetime to the exoneration of said land, and her said rights as declared by the Court of Appeals in an opinion filed in said "No. 2179 Chancery" were not affected by said mortgage, were in existence at the time of the delivery of said deed of trust, passed unto your orators under said deed of trust, and are now in existence as rights of your orators as the assignees of said Annie E. Bryan.

14. That in view of the deed of trust made by the said Annie E. Bryan there exists no longer any necessity to continue said mortgage No. 1.

15. That your orators cannot carry out their contract to sell said farm clear of said mortgage No. 1 unless they can secure a release of the said mortgage which now rests on said land, and they cannot secure this release unless they be permitted to pay said mortgage during the life of the said Annie E. Bryan.

16. That your orators are desirous to pay said mortgage forthwith but they have no method nor way by which they can pay said mortgage, secure a release of the same, and at the same time secure the protection of their said rights in the sum secured by said mortgage as the assignees of the life tenant thereof, unless through the medium of a trustee to be appointed by this Honourable Court to receive payment of said mortgage, to release the same, and to hold the sum paid for the protection of said rights, and the rights of the remaindermen and their assigns; for if payment of said mortgage is made to the present holders thereof on condition that they are to release said mortgage and are to agree to recognize the said rights of your orators in the sum now secured by said mortgage, your orators would have no bond to secure their rights, nor any way to enforce same if the releasors should refuse to carry out their agreement, nor would your orators have any adequate remedy at law for obvious reasons.

17. That your orators are advised that they are entitled to pay said mortgage to a trustee to be appointed to receive the payment of the said mortgage and then to release the same.

18. That your orators are advised that after the payment of the mortgage has been made by them to the trustee to be appointed to receive the same, they, your orators, will be entitled, in lieu of an estate for the remainder of the life of the said Annie E. Bryan in the whole sum, to have paid to them out of the life estate of the said Annie E. Bryan in the whole sum, said cash share to be based on the present age and condition of health of the said Annie E. Bryan and to be ascertained according to the rules of this Honourable Court for the ascertainment of present values in life estate, and that the said mortgagees mentioned in said mortgage No. 1, or their respective assigns thereof, where assignments of said mortgage have been made, will be entitled to have paid over to them, without awaiting the death of the said Annie E. Bryan, the remainder of the mortgage indebtedness in the proportions of one-sixth each or according to their several respective rights therein.

19. That your orators are further advised that in the event for any reason the cash value of said life estate shall not be so paid to them, then they will be entitled to have the whole sum now secured by said mortgage invested through the directions of this Court for their benefit for the remainder of the life of the said Annie E. Bryan, the whole sum to be paid at the termination of the life of the said Annie E. Bryan, through the direction of this Court, to the remaindermen or to the assignees of those who assigned their rights.

20. That since the making of said mortgage the said Helen M. King has departed this life, leaving a last will and testament dated October 11, 1918, and duly admitted to probate by which she devised all her estate and property unto the said R. Glenn King and by which she named him sole executor of said will and through which he is now the assignee of her interest and estate in said "Mortgage No. 1"; see certified copy of said will marked "Exhibit No. 6", and certificate of appointment of R. Glenn King as executor, marked "Exhibit No. 7" both filed herewith as part hereof.

21. That these respondents reside in Queen Anne's County aforesaid: Annie E. Bryan, Thomas E. Bryan, Raymond C. Bryan, Howard Price Bryan and Preston R. Anderson.

22. That said R. Glenn King resides in Baltimore City, State of Maryland.

23. That Albert W. Bryan and Nina E. White are both non residents of the State of Maryland, the former residing in Paris, France, and the latter in the State of California.

24. That both the corporations respondents have their principal places of business in Queen Anne's County aforesaid.

To the end therefore:

(1) That a trustee may be appointed by this Honourable Court with power and direction:

(A) To receive payment of your orators of the said mortgage.

(B) To release said mortgage on the payment to him of the sum of $6680.98 secured by said mortgage.

(2) That your orators may have paid to them in cash, out of said sum of $6680.98, the present value of the estate for the life of said Annie E. Bryan in the whole sum, and that the mortgagees of said Mortgage No. 1, or their assigns where assignments of said mortgage have been made, may have paid over to them at the same time, without awaiting the death of the said Annie E. Bryan, the remainder of the mortgage indebtedness in the proportions of one-sixth to each or according to their respective rights.

(3) That on failure for any reason to have said cash value paid to your orators, they then may have the whole sum invested through the direction of this court for their benefit for the remainder of the life of said Annie E. Bryan.

(4) That your orators may have such other and further relief as their case may require.

May it please your Honours to grant unto your orators the Order of Publication giving notice to the said Albert W. Bryan, of Paris, France, and to the said Nina E. White, of the State of California, both of thoms are non-residents of this State, 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 R. Glen King, who resides in Baltimore City, State of Maryland, in his own right and as executor of the last will and testament of Helen M. King, deceased, and the writ of subpoena directed to the said Annie E. Bryan, Thomas E. Bryan, Raymond C. Bryan, Howard Price Bryan and Preston R. Anderson, all of whom reside in Queen Anne's County, State of Maryland, to the said body corporate, The Centreville National Bank of Maryland and to the said body corporate, the Queen Anne's National Bank of Centreville, 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.

And as in duty bound, &c.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees under the Deed of Trust from Annie E. Bryan.

Harper & Horney

Madison Brown

Solicitors for Complainants.

Filed Aug. 29th, 1924.

Certified Copy of Mortgage.
"Exhibit No. 1".
Filed Aug. 29th, 1925.

#6214. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of November, in the year nineteen hundred and seventeen, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of November, in the year nineteen hundred and seventeen, by Annie E. Bryan, of Queen Anne's County, State of Maryland, party of the first part, and Thomas E. Bryan, Raymond C. Bryan, Helen M. King and Howard Price Bryan, of Baltimore City, State of Maryland, Nina E. White of the City of Los Angeles, State of California, and Albert W. Bryan, of Baltimore City aforesaid, but temporarily residing in Paris, France, parties of the second part;

WHEREAS the said Annie E. Bryan is justly indebted unto the said Thomas E. Bryan in the full sum of eleven hundred and thirteen dollars and forty nine and two thirds cents ($1,113.49 2/3) to be paid to the said Thomas E. Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Albert W. Bryan in the full sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) to be paid to the said Albert W. Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Raymond C. Bryan in the full sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) to be paid to the said Raymond C. Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Nina E. White in the full sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) to be paid to the said Nina E. White at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan, and is also justly indebted unto the said Helen M. King, in the full sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) to be paid to the said Helen M. King at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan, and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Howard Price Bryan in the full sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) to be paid to the said Howard Price Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; which said six several sums of money hereinabove mentioned constitute in the aggregate the sum of sixty six hundred and eighty dollars and ninety eight cents ($6,680.98) being the amount awarded and distributed to the said Annie E. Bryan for life, and at her death to the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King, and Howard Price, Bryan, her children, in equal parts, in the report and account of the Auditor filed the first day of October, nineteen hundred and seventeen, in the cause in the Circuit Court for Queen Anne's County, in Equity, wherein John C. Tolson, trustee, is plaintiff, and Annie E. Bryan and others are defendants, being Cause No. 2179 on the Chancery Docket of said court;

AND WHEREAS, upon the petition filed in the aforesaid Chancery Cause No. 2179 by all the said parties to this mortgage, the said Court did, by its order passed in said cause on the first day of November, nineteen hundred and seventeen, authorize, empower and direct J. Frank Harper and John C. Tolson, the trustees in said cause, to pay to the said Annie E. Bryan the aforesaid sum of sixty six hundred and eighty dollars and ninety eight cents ($6,680.98) upon the execution and delivery by said Annie E. Bryan of a mortgage on the hereinafter described real estate securing the payment of the said sum of sixty six hundred and eighty dollars and ninety eight cents ($6,680.98) unto the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King, and Howard Price Bryan, in equal parts, in the manner hereinabove set forth;

AND WHEREAS, in pursuance of the said Order of said Court, the said H. Frank Harper and John C. Tolson, trustees as aforesaid, have paid to the said annie E. Bryan the aforesaid sum of sixty six hundred and eighty dollars and ninety eight cents ($6,680.98) and the said Annie E. Bryan, in accordance with her agreement contained in said Petition filed in said Chancery Cause No. 2179 and pursuant to the said Order of said court passed on said petition as aforesaid, does hereby execute this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the said sum of sixty six hundred and eighty dollars and ninety eight cents ($6,680.98) the receipt of which by the said Annie E. Bryan is hereby acknowledged, the said Annie E. Bryan does hereby grant and convey unto the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King and Howard Price Bryan, their heirs and assigns forever, all that tract of land or farm known as Chester, The Thomas E. Bryan farm, or by whatsoever other name or names the same may be called or known, situate, lying and being in the third election

district of Queen Anne's County, State of Maryland, on the right of the public road leading from Centreville to Queenstown and on the left of the public road branching from said last mentioned road at Hibernia and leading into Corsica Neck, adjoining the land of Robert A, and Addie S. Dodson, and containing one hundred and forty two acres, two roods and twenty two perches of land, more or less, being the same land which was conveyed to the said Annie E. Bryan and J. Frank Harper and John C. Tolson, trustees, by deed bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed and the references therein contained reference is hereby made for a more particular and complete 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 to the same belonging or in anywise appertaining.

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, as follows, that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Thomas E. Bryan, his executors, administrators or assigns, the aforesaid sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) owing to the said Thomas E. Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, as above set forth; and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Albert W. Bryan, his executors, administrators or assigns, the aforesaid sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) owing to the said Albert W. Bryan, as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth; and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Raymond C. Bryan, his executors, administrators or assigns, the aforesaid sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) owing to the said Raymond C. Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Nina E. White, her executors, administrators or assigns, the aforesaid sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) owing to the said Nina E. White as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth; and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Helen M. King, her executors, administrators or assigns, the aforesaid sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) owing to the said Helen M. King as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Howard Price Bryan, his executors, administrators or assigns, the aforesaid sum of eleven hundred and thirteen dollars and forty nine and two-thirds cents ($1,113.49 2/3) owing to the said Howard Price Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth; then this mortgage shall be void. And it is hereby agreed that until default be made in the premises, the said Annie E. Bryan, her heirs and assigns shall possess said property.

And the said Annie E. Bryan, for herslef, her heirs, executors, administrators and assigns hereby covenants to and with the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King and Howard Price Bryan, severally and their several respective heirs, executors, administrators and assigns, to pay, as they severally fall due, the debt 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 or any part thereof, 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, 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 said mortgagees, their executors, administrators or assigns, the 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 the payment of the said debts herein above mentioned and secured hereby, or of any of the said debts, as they severally fall due as hereinbefore set forth, the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King and HowaRd Price Bryan, or any of them, their executors, administrators or assigns, or the executors, administrators or assigns of any of them, or J. FrankHarper, of Queen Anne's County aforesaid, their hereby duly constituted atorney 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 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 or hereby covenanted to be paid, and, third, the balance to the heirs or assigns of the said Annie E, Bryan, or whoever may be entitled to the same.

Witness the hand and seal of the said Mortgagor:-

Test: C.S. Jump. Annie E. Bryan. (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this first day of November, in the year nineteen hundred and seventeen, 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 E. Bryan and acknowledged the aforegoing mortgage to be her act.

C.S. Jump.
Justice of the Peace.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this first day of November, in the year nineteen hundred and seventeen, 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, agent of Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King and Howard Price Bryan, the within named mortgagees, and of each of them, 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 J. Frank Harper further made oath in due form of law that he is the agent of the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King and Howard Price Bryan duly authorized by them and each of them to make the aforegoing affidavit as to the bona fides of the consideration stated in the aforegoing mortgage.

C.S. Jump.
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 16th. day of August, in the year nineteen hundred and twenty four, the following assignment was brought to be recorded, to wit:-

For value, I hereby assign all my right, interest and estate in and to this mortgage unto A.M. Tattersall.
Witness my hand and seal this 16th day of August, A.D. 1924.

Test: James T. Earle. Thomas E. Bryan. (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. 11, folio 164 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 August, in the year 1924.

Seal's Place.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage
and Assignments.
Filed Aug. 29th, 1924.
"Exhibit No. 2".

Filed Aug. 29th, 1925.

#8482. BE IT REMEMBERED, That on the twenty-second day of March, in the year nineteen hundred and twenty-one, the following mortgage and assignment was brought to be recorded, to wit:-

THIS MORTGAGE and assignment, made this 22nd day of March, in the year nineteen hundred and twenty-one, by Raymond C. Bryan and Alice T. Bryan, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Raymond C. Bryan and Alice T. Bryan, his wife, are justly indebted unto Annie E. Bryan for money loaned, upon a promissory note drawn and passed by the said Raymond C. Bryan and Alice T. Bryan, his wife, bearing date December 30th. in the year 1920, payable on August 15, in the year 1921, to the said Annie E. Bryan or order, at the Centreville National Bank of Maryland for the sum of ten thousand five hundred dollars with interest from the date of said note, the payment of which said note and all renewals thereof, whether in whole or in part of the original or any renewal or part renewal note, it was agreed as a condition precedent to the making of said loan and the acceptance of said promissory note, should be secured by the execution and delivery of these presents.

Now, therefore, this mortgage and assignments witnesseth that for and in consideration of the premises and of the sum of one dollar, the said Raymond C. Bryan and the said Alice T. Bryan, his wife, do hereby grant and convey, transfer, assign, and set over unto the said Annie E. Bryan, her heirs and assigns, all the right, titles, interest and estate of him, the said Raymond C. Bryan, in possession, expectancy, remainder or reversion (being the interest and estate of said Raymond C. Bryan acquired under the terms of Item Twenty and on Item Twenty three of the last will and Testament of William J. Price, deceased, and subject to the life estate therein of the said Annie E. Bryan under the trust created by the said last will and testament of the said William J. Price), in and to the following property, and in and to the proceeds of any sale thereof, and in and to the proceeds of any change of investment thereof, and which said property is as follows: to wit:- All the real estate and personal property devised and bequesthed by the last will and testament of William J. Price, deceased, now of record in the office of the Register of Wills, unto Thomas R.L. Price and Howard E. Price, and the survivor of them, and their successor or successors in the trust, in trust under Item twenty of said last will and testament consisting of the proportionate part of the said Raymond C. Bryan in the sum of sixteen thousand dollars the income from which is payable to the said Annie E. Bryan during the period of her natural life, and the tract of land or farm known as "Sayers Forest" or the "Sawmill Farm", situate in the Fifth election district of Queen Anne's County, Maryland, or Cabbin Creek and Hog Bay containing two hundred and forty two acres of land, more or less, also the tract of woodland known as the "Larrimore Tract" formerly a part of a tract called "Sayers Forest", situate in the Fifth Election District of Queen Anne's County, Maryland, on the public road leading from Perrys Corner to Kent Island, containing 98 acres and 30 perches of land, more or less, and also part of a tract of Woodland known as the Daiger tract, situate in Piney Neck, in the Fifth Election District of Queen Anne's County, Maryland, being part of the tract purchased by William J. Price of William Carmichael, collector of taxes, containing about 70 acres of land, more or less, the income from which said real estate is payable to the said Annie E. Bryan during the period of her natural life, and all the real estate and personal property to which the said Raymond C. Bryan has become, or may hereafter become entitled to under the devise and bequest contained in sub-paragraph five of Item twenty three of the said last will and testament of William J. Price, deceased, and all of which said property and estate therein of said Raymond C. Bryan will more fully and at length appear by reference to Chancery Proceedings No. 2224, in the Circuit Court for Queen Anne's County, in Equity.

And this mortgage and assignment further witnesseth that in consideration of its premises and of the said sum of one dollar the said Raymond C. Bryan does hereby transfer and assigns unto the said Annie E. Bryan, her personal representatives and assigns, all his (the said Raymond C. Bryan) right, claim, interest and estate, in and to the mortgage debt and interest secured by mortgage to the said Raymond C. Bryan and others from said Annie E. Bryan upon the tract of land or farm called "Denbeigh" or the "Minnie P. Bryan Farm" whereon said Raymond C. Bryan now resides, in Queen Anne's County, Maryland, containing 175 acres of land, more or less, and which said mortgage bears date November 1st, 1917, and is now of record among the land record books of Queen Anne's County, Maryland, in Liber W. F. W. No. 11, folios 164 etc.

And this mortgage and assignment further witnesseth that for and in consideration of the premises and of the said sum of one dollar, the said Raymond C. Bryan does hereby transfer and assign unto the said Annie E. Bryan, her personal representatives and assigns, all his (the said Raymond C. Bryan's) right, claim, interest and estate in and to the mortgage debt and interest secured by the mortgage to the said Raymond C. Bryan and others from said Annie E. Bryan, upon the tract of land or farm called "Chester" or "The Thomas E. Bryan Farm" whereon the Thomas E. Bryan now resides, in Queen Anne's County, Maryland, containing 142 acres of land, more or less, and which said mortgage bears date November 1st, 1917, and is now of record among the land record books for Queen Anne's County, Maryland, in Liber W.F.W. No. 11, folios 169 etc.

Provided that if the said Raymond C. Bryan, his heirs, executors, administrators or assigns, shall well and truly pay to the said Annie E. Bryan, her executors, administrators or assigns the aforesaid sum of Ten Thousand and five hundred dollars, with interest to accrue thereon, when and as the same shall become due and payable as represented in the aforegoing promissory note and all renewals thereof, whether in whole or in part of the said original or any renewal or part renewal note, as above set forth, and shall perform all the covenants and agreements herein on his and their part to be performed, then this mortgage shall be void. And the said Raymond C. Bryan and Alice T. Bryan, for themselves and each of them, and for their and each of their heirs, executors, administrators and assigns, hereby covenant to pay as they severally fall due, the deb t 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 attorneys commissions and charges incurred in the collection of said debt and interest or any part of either. 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 annie E. Bryan, her executors, administrators or assigns, or Thomas J. Keating, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said property 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 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 first, all expenses incident to such sale, including compensation to the person making the 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 whoever may be entitled to the same.

Witness our hands and seals the day and year first above written.

Raymond C. Bryan (SEAL)

Test: William L. Holton. Alice T. Bryan (SEAL)

STATE OF MARYLAND, Queen Anne's County, To wit:

I hereby certify that on this 22nd day of March, in the year 1921, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Raymond C. Bryan and Alice T. Bryan, his wife, and did each acknowledge the aforegoing mortgage and assignment to be their respective act and deed. And at the same time also personally appeared before me Annie E. Bryan, and made oath in due form of law that the consideration stated in the aforegoing mortgage and assignment 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 last above written.

W.L. Holton,
Notary Public.

Notary
Public
Seal.

For value received, I hereby transfer and assign the within and aforegoing mortgage and assignment to the body corporate, The Centreville National Bank of Maryland.
Witness my hand and seal this day of March, in the year 1921.

Test: W.L. Holton. Annie E. Bryan. (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. 6, folio 443 etc. a land record book for Queen Anne's County.

Seal's Place. 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 August, in the year 1924.

B. Hackett Turner, Clerk.

Certified Copy of
Mortgage and Assignments.
"Exhibit No. 3".
Filed August 29th, 1925.

#8353. Q U E E N A N N E'S C O U N T Y, TOWIT: Be it remembered that on the twenty third day of September, in the year nineteen hundred and twenty one, the following Mortgage and Assignment was brought to be recorded, to wit:-

THIS MORTGAGE AND ASSIGNMENT, made this 23rd. day of September, in the year nineteen hundred and twenty one, by Raymond C. Bryan and Alice T. Bryan, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Raymond C. Bryan and Alice T. Bryan, his wife, are justly indebted unto Annie E. Bryan, for money loaned, upon a promissory note drawn and passed by the said Raymond C. Bryan and Alice T. Bryan, his wife, bearing date September 23rd. 1921, payable on March 23rd. 1922, to the said Annie E. Bryan, or order, at the Queen Anne's National Bank of Centreville, for the sum of twenty eight hundred and twenty five dollars ($2825.00) with interest from the date of said note, the payment of which said note and all renewals thereof, whether in whole or in part of the original or any renewal or part renewal note, it was agreed as a condition precedent to the making of said loan and the acceptance of said promissory note, should be secured by the execution and delivery of these presents.

Now therefore, this mortgage and assignment witnesseth: that for and in consideration of the premises and of the sum of one dollar, the said Raymond C. Bryan and the said Alice T. Bryan, his wife, do hereby grant and convey, transfer, assign, and set over unto the said Annie E. Bryan, her heirs and assigns, all the right, title, interest and estate of him, the said Raymond C. Bryan, in possession, expectancy, remainder or reversion, (being the interest and estate of said Raymond C. Bryan acquired under the terms of Item twenty and of Item twenty three of the last will and testament of William J. Price, deceased, and subject to the life estate therein of the said Annie E. Bryan under the trust created by the said last will and testament of the said William J. Price) in and to the following property, and in and to the proceeds of any sale thereof, and in and to the proceeds of any change of investment thereof, and which said property is as follow, to wit:- All the real estate and personal property devised and bequeathed by the last will and testament of William J. Price, deceased, now of record in the office of the Register of Wills for Queen Anne's County aforesaid, unto Thomas R.L. Price and Howard E. Price, and the survivor of them, and their successor or successors in the trust, in trust under Item twenty of said last will and testament, consisting of the proportionate part of the said Raymond C. Bryan in the sum of sixteen thousand dollars the income from which is payable to the said Annie E. Bryan during the period of her natural life, and the tract of land or farm known as Sayers Forest, or the Sawmill Farm, situate in the fifth election district of Queen Anne's County, Maryland, on Cabin Creek, and Hog Bay, containing two

hundred and forty two acres of land, more or less, also the tract of woodland known as the Larrimore Tract, formerly a part of a tract called Sayers Forest, situate in the fifth election district of Queen Anne's County, Maryland, on the public road leading from Perry's Corner to Kent Island, containing 98 acres and 30 perches of land, more or less, and also part of a tract of woodland known as the Daiger tract, situate in Piney Neck, in the fifth election district of Queen Anne's County, Maryland, being part of the tract purchased by William J. Price of William Carmichael, collector of taxes, containing about 70 acres of land, more or less, the income from which said real estate is payble to the said Annie E. Bryan during the period of her natural life, and all the real estate and personal property to which the said Raymond C. Bryan, has become, or may hereafter become entitled to under the devise and bequest contained in the sub-paragraph five of Item twenty three of the said last will and testament of William J. Price, deceased, and all of which said property and estate therein of said Raymond C. Bryan will more fully and at length appear by reference to Chancery Proceedings, No. 2224, in the Circuit Court for Queen Anne's County in Equity.

And this mortgage and assignment further witnesseth that in consideration of the premises and of the said sum of one dollar, the said Raymond C. Bryan does hereby transfer and assign unto the said Annie E. Bryan, her personal representatives and assigns, all his (the said Raymond C. Bryan's) right, claim, interest and estate in and to the mortgage debt and interest secured by the mortgage to the said Raymond C. Bryan and others from said Annie E. Bryan, upon the tract of land or farm called Denbeigh, or the Minnie P. Bryan farm, whereon said Raymond C. Bryan, now resides, siruate in Queen Anne's County, State of Maryland, containing 175 acres, of land, more or less, and which said mortgage bears date November 1st, 1917, and is now of record among the land record books of Queen Anne's County, Maryland, in Liber W.F.W. No. 11, folios 164 etc.

And this mortgage and assignment further witnesseth that for and in consideration of the premises and of the said sum of one dollar, the said Raymond C. Bryan does hereby transfer and assign unto the said Annie E. Bryan, her personal representatives and assigns, all his (the said Raymond C. Bryan's) right, claim, interest and estate in and to the mortgage debt and interest secured by the mortgage to the said Raymond C. Bryan and others from said Annie E. Bryan, upon the tract of land or farm called Chester, or the Thomas E. Bryan farm whereon Thomas E. Bryan now resides, situate in Queen Anne's County, State of Maryland, containing 142 acres of land, more or less, and which said mortgage bears date Novemberl, 1917, and is now of record among the land record books of Queen Anne's County, Maryland, in Liber W.F.W. No. 11, folios 169 etc.

Provided, that if the said Raymond C. Bryan, his heirs, executors, administrators or assigns shall well and truly pay to the said Annie E. Bryan, her executors, administrators or assigns the aforesaid sum of twenty eight hundred and twenty five dollars, ($2825.00) with interest to accrue thereon, when and as the same shall become due & payable as represented in the aforegoing promissory note and all renewals thereof, whether in whole or in part of the ~~afore~~said original or any renewal or part renewal note, as above set forth, and shall perform all the covenants and agreements herein on his or their part to be perform, then this mortgage shall be void;

And the said Raymond C. Bryan and Alice T. Bryan, for themselves and each of them 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 conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either,,

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 deb t intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Annie E. Bryan, her executors, administrators or assigns, or H.B.W. Mitchell,her and their hereby duy 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 compensationtto 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 prior liens upon the said property, interest & estate hereby mortgaged & assigned, third, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and fourth, the balance to Raymond C. Bryan or whoever may be entitled to same.

Witness our hands and seals the day and year first above written.

Test: N. Lucille Bailey.

Raymond C. Bryan. (SEAL)
Alice T. 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 twenty one, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Raymond C. Bryan and Alice T. Bryan, his wife, and did each acknowledge the aforegoing mortgage and assignment to be their respective act and deed. And at the same time also personally appeared before me Annie E. Bryah and made oath in due form of law that the consideration stated in the aforegoing mortgage and assignment 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 last above written,

N. Lucille Bailey.
Notary Public.

Notary
Public
Seal.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of September, nineteen hundred and twenty one, the following assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage and assignment to the body corporate, The Queen Anne's National Bank of Centreville.

Witness my hand and seal this 24th. day of September, in the year nineteen hundred and twenty one.

Test: C. Albert Ringgold. Annie E. Bryan. (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. 7, folio 443 etc, a land record book for Queen Annes County.

Seal's Place.

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 August, in the year 1924.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage
and Assignments.
"Exhibit No. 4".
Filed Aug. 29th, 1924.

#9163. QUEEN ANNE'S COUNTY, TO WIT; Be it remembered that on the first day of March, in the year nineteen hundred and twenty two, the following Mortgage and assignments were brought to be recorded, to wit:-

THIS MORTGAGE AND ASSIGNMENTS, made this twenty eighth day of February, in the year nineteen hundred and twenty two, by Howard Price Bryan, singleman, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Howard Price Bryan has this day borrowed of Edwin H. Brown, Jr. and John Palmer Smith the full and just sum of three thousand dollars ($3,000.00) with interest thereon at the rate of six per cent per annum, payable semi-annually from the date hereof, which said principal sum hereby intended to be secured, and the interest thereon, is to be repaid at the expiration of three (3) years from the date hereof, to secure the payment of which said principal sum and interest these presents are executed.

NOW THEREFORE, THIS MORTGAGE AND ASSIGNEMENTS WITNESSETH THAT, for and in consideration of the premises and of the sum of one dollar, the said Howard Price Bryan does hereby grant and convey, transfer,assign and set over unto the said Edwin H. Brown, Jr. and John Palmer Smith, their heirs and assigns, in fee simple and absolutely, all the right, title, interest and estate of him, the said Howard Price Bryan, in possession, expectancy, remainder or reversion (being the interest and estate of the said Howard Price Bryan acquired under the terms of Item twenty and under Item twenty three of the last will and testament of William J. Price, deceased, and subject to the life estate therein of one Annie E. Bryan, mother of the mortgagor hereof, under the trust created by the said last will and testament of the said William J. Price) in and to the following property, and in and to the proceeds of any sale thereof, and in and to the proceeds of any change of investment thereof, and which said property is as follows, to wit; All the real estate and personal property devised and bequeathed by the last will and testament of William J. Price, deceased, now of record in the office of the Register of Wills unto Thomas R.L. Price and Howard E. Price, and the survivor of them, and their successor or successors in the trust, in trust under Item twenty of said last will and testament consisting of the proportionate part of the said Howard Price Bryan in the sum of sixteen thousand dollars the income from which is payable to the aforementioned Annie E. Bryan during the period of her natural life, and the tract of land or farm known as Savers Forest, or the Sawmill Farm, situate in the fifth election district of Queen Anne's County, Maryland, on Cabin Creek or Hog Bay, containing two hundred and forty two acres of land, more or less; also the tract of woodland known as the Larrimore tract formerly a part of a tract of land called Sayers Forest, situate in the fifth election district of Queen Anne's County, Maryland, on the public road leading from Perry's Corner to Kent Island, containing ninety eight acres and thirty perches of land, more or less. The income from which said real estate is payable to the said Annie E. Bryan during the period of her natural life, and all the real estate and personal property to which the said Howard Price Bryan has become, or may hereafter become entitled to under the devise and bequest contained in subparagraph five of Item twenty three of the said last will and testament of William J. Price, deceased, and all of which said property and estate therein of said Howard Price Bryan will more fully and at length appear by reference to Chancery proceedings No. 2224, in the Circuit Court for Queen Anne's County, in Equity.

AND THIS MORTGAGE AND ASSIGNMENTS FURTHER WITNESSETH: that in consideration of the premises and of the sum of one dollar the said Howard Price Bryan does hereby transfer,assign and set over unto the said Edwin H. Brown, Jr. and John Palmer Smith, their personal representatives and assigns, absolutely, all his (the said Howard Price Bryan's) right, claim,

interest, title and estate in and to the mortgage debt and interest secured by mortgage to the said Howard Price Bryan and others from said Annie E. Bryan upon the tract of land or farm called Denbeigh or the Minnie P. Bryan farm, whereon one Raymond C. Bryan nowresides , ~~situate~~ in Queen Anne's county, Maryland, containing one hundred and seventy five acres of land, more or less, and which said mortgage bears date November 1st. 1917, and is now recorded in Liber W.F.W. #11, fol. 164 etc, a land record book for Queen Anne's County aforesaid.

AND THIS MORTGAGE AND ASSIGNMENTS FURTHER WITNESSETH: that for and in consideration of the premises and of the sum of one dollar~~s~~, the said Howard Price Bryan does hereby transfer , assign and set over unto the said Edwin H. Brown, Jr. and John Palmer Smith, their personal representatives and assigns absolutely all his (the said Howard Price Bryan's) right, claim, interest, title and estate in and to the mortgage debt and interest secured by the mortgage to the said Howard Price Bryan and others from Annie E. Bryan, upon the tract of land or farm called Chester, or The Thomas E. Bryan farm whereon Thomas E. Bryan now resides, in the third election district of Queen Anne's County, Maryland, containing one hundred and forty two acres acres of land, more or less, and which said mortgage is dated November 1st. 1917, and is recorded in Liber W.F.W. No. 11, fol. 169 etc. a land record book for Queen Anne's County aforesaid.

Together with all rights, roads, ways, waters, privilegs 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 Howard Price Bryan, his heirs, executors, administrators or assigns shall well and truly pay to the said Edwin H. Brown, Jr. and John Palmer Smith, their executors, administrators or assigns the aforesaid sum of three thousand dollars ($3,000.00) 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 perform, then this mortgage shall be void; and until default be made in the premises the said Howard Price Bryan, his heirs and assigns shall possess said property.

And the said Howard Price Bryan for himself and for 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 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 Edwin H. Brown, Jr. and John Palmer Smith, 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 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 Edwin H. Brown, Jr. and John Palmer Smith, their executors, administrators or assigns, or John Palmer Smith and Edwin H. Brown, Jr. their hereby duy constituted Attorneys 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 Annes 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 be ar 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 Howard Price Bryan 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 Edwin H. Brown, Jr. and John Palmer Smith, their executors, administrators, successors or assigns, or John Palmer Smith and Edwin H. Brown, Jr., their said Attorneys, 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 Howard Price Bryan, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the mortgagor.

Test: E.M. Forman. Howard Price Bryan. (SEAL)

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

I hereby certify that on this twenty eighth day of February, 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 aforesaid, personally appeared Howard Price Bryan, singleman, and acknowledged the aforegoing mortgage and assignments to be his respective acts and deeds.

And at the same time also before me personally appeared Edwin H. Brown, Jr. and John Palmer Smith, the mortgagees above named, and did each make oath in due form of law that the consideration stated in the aforegoing mortgage and assignments to be true and bona fide as therein set forth.

Ezekiel M. Forman,
Justice of the Peace.

For value received, we hereby transfer and assign the within and aforegoing mortgage unto Preston R. Anderson.
Witness our hands and seals this 28th. day of February, 1922.

Edwin H. Brown, Jr. (SEAL)
John Palmer Smith. (SEAL)

Test: E.M. Forman.

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 364 etc. a land record book for Queen Anne8s County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne8s County, this 27th. day of August, in the year 1924.

B. H. Turner, Clerk.

Certified Copy of Deed of
Trust and Agreement.

"Exhibit No. 5",
Filed Aug. 29th, 1924.

QUEEN'S COUNTY TO WIT, BE IT REMEMBERED THAT ON THE 11HT. DAY OF DECEMBER IN THE YEAR NINETEEN HUNDRED AND TWENTY TWO THE FOLLOWING AGREEMENT WAS BROUGHT TO BE RECORDED TO WIT.

THIS AGREEMENT made this 2nd. day of September in the year one thousand nine hundred and twenty two, by and between ANNIE E. BRYAN, of QUEEN ANNE'S COUNTY, in the STATE OF MARYLAND, party of the first part and the several corporations and persons who have affixed their signatures to this agreement, all of whom are creditros of the said Annie E. Bryan, parties of the second part.

WHEREAS, the said Annie E. Bryan is indebted unto each of the said parties hereto of the second part, in the respective sums set opposite the signatures of each of the said parties of the second part, the nature and character of the indebtedness of the said Annie E. Bryan, to each of of the said parties hereto of the second part, being also set opposite to the signatures of each of the parties hereto of the second part; and

WHEREAS the said Annie El Bryan is unable to immediately pay the said indebtedness to each of the said parties of the second part, but in order to secure each of the parties of the second part, in the payment of the respective indebtedness due each of the said parties of the second part, to the fullest extent of her ability, reserving, however, to herself, as hereinafter specified, only sufficient property or income to supply her own individual wants and necessities, has agreed and does hereby agree with each of the parties hereto of the second part, that she will convey and assign unto the trustees, hereinaftermentioned and set forth, all of her property, except that which is hereinafter reserved, and in consideration thereof the said parties of the second part have each agreed, and do hereby agree, with the said Annie E. Bryan, that they will rely upon the said conveyance to the trustees, hereinafter mentioned, of the property hereinafter described or referred to, for the payment and satisfaction of their several indebtedness.

AND further that they agree to the reservation from the said conveyance to the said trustees of the income or property hereinafter mentioned, and agree that said income or property shall not be liable or responsible for the payment of their respective indebtedness.

AND further that they will not institute any suit against the said Annie E. Bryan, except so far as the same may pertain to the property to be conveyed, as above specified, to the trustees hereinafter mentioned, for the collection or enforcement of their respective claims; and

WHEREAS the said Annie E. Bryan is the owner of the following described tracts of land, viz:-

1: The tract of land or farm known as the "Annie E. Bryan Farm", situate on Wye Island in the Fifth Election District of Queen Anne's County, State of Maryland, containing two hundred and fifty eight acres and nineteen perches of land, more or less, the title to which tract of land the said Annie E. Bryan acquired by deed to her from William J. Price and Eliza A. Price, his wife, dated July 9, 1892, and recorded among the Land Record Books of Queen Anne's County aforesaid, in Liber W.D. NO. 7, folio 261, etc. The said farm or tract of land is now subject to a mortgage from the said Annie E. Bryan to Thomas R.L. Price and Howard E. Price, trustees, for the sum of fifty seven hundred dollars, which mortgage is dated November 1, 1917, and is recorded among said Land Records in Liber W.F.W. No. 11, folio 174 etc., and said property or farm is to be conveyed to the said trustees, as hereinafter mentioned, subject to said mortgage indebtedness.

2: The tract of land or farm known as "Chester" or the "Thomas E. Bryan Farm", situate in the Third Election District of Queen Anne's County, aforesaid, containing one hundred and forty two acres, two roods and twenty two perches of land, more or less, the title to which farm or tract of land the said Annie E. Bryan acquired under deed to her from J. Frank Harper and John C. Tolson, trustees, dated November 1, 1917, and recorded among said Land Records in Liber W.F.W. No. 11, folio 162, etc. This property or farm is now subject to a mortgage from the said Annie E. Bryan to Thomas E. Bryan et al, dated November 1, 1917, and recorded among said Land Records in Liber W.F.W. NO. 11, folio 164 etc., which mortgage secures an indebtedness of sixty six hundred and eighty dollars and ninety eight cents, and subject to said mortgage, the said farm or property is to be conveyed to the trustees, hereinafter mentioned.

3: The tract of land or farm known as "Denbeigh" or the "Minnie P. Bryan Farm", situate in the Third Election District of Queen Anne's County, aforesaid, containing one hundred and seventy five acres and twenty five perches of land, more or less, the title to which property the said Annie E. Bryan acquired under deed from J. Frank Harper and John C. Tolson, trustees, dated November 1, 1917, and recorded among said Land Records in Liber W.F.W. No. 11, folio 168 etc. This tract of land or farm is now subject to a mortgage from the said Annie E. Bryan to Thomas E. Bryan, et al, dated November 1, 1917, and recorded among said Land Records in Liber W.F.W. NO. 11, folio 169, etc. which mortgage secures an indebtedness of sixty two hundred and three dollars, and the said property shall be conveyed, to the trustees, hereinafter mentioned, subject to the said mortgage.

ALL of the said three mentioned farms or tracts of land are also subject to two additional mortgages, viz. A mortgage from the said Annie E. Bryan to Howard E. Price, dated November 1, 1917, and recorded among said Land Records in Liber W.F.W. No. 11, folio 176 etc. which mortgage secures the repayment of a loan of ninety five hundred dollars, and a mortgage from the said Annie E. Bryan to Frank S. Dudley, dated July 14, 1921, and recorded among said Land Records in Liber J.F.R. No. 7, folio 206, etc., which mortgage secures the repayment of a loan of two thousand dollars, and it is also intended that the said three above mentioned farms or tracts of land shall be conveyed to the trustees, hereinafter mentioned, subject also the said two last mentioned mortgages.

In addition to the ownership of the said several tracts of land, the said Annie E. Bryan is entitled to the landlord's interest in the annual crops harvested and to be harvested on the said above described tracts of land during the year nineteen hundred and twenty two, and it is intended that her said interest in the said crops shall be assinged by the said deed of trust to the trustees hereinafter mentioned; and

WHEREAS in addition to the said tracts of land or farms situate in Queen Anne's County, Maryland, said Annie E. Bryan is also the beneficiary for life of the income from the trust estate created by item twenty and sub-paragraph five of item twenty three of the last will and testament of William J. Price, late of Queen Anne's County, aforesaid, deceased, which trust is now being administered by Howard E. Price, trustee, under the supervision and jurisdiction of the Circuit Court for Queen Anne's County in Equity, in a cause therein pending entitled "in the matter of the Trust Estate created by the Will of William J. Price, for and in behalf of Annie E. Bryan", same beinc Cause No. 2224 in said Court, and, as such beneficiary, the said Annie E. Bryan is entitled to receive, during the term of her natural life, the entire net income arising from said trust estate. And, in addition tothe aforesaid farms or tracts of land, and the interest or right of the said Amnie E. Bryan in and to the landlord's interest in the crops to be harvested from each of said farms, the said Annie E. Bryan has agreed, and hereby agrees that her right to receive one half of the income from the said trust estate shall be conveyed and assigned by the said mentioned deed of trust to the trustees, hereinafter mentioned, the said Annie E. Bryan reserving to herself from the operation and effect of said deed of trust, and clear of all liability for the payment of the said indebtedness of the said parties of the second, part, the remaining one half part of the said income arising from the said trust estate.

In order that the trustees, hereinafter mentioned, may have the full right to demand the payment from the said Howard E. Price, trustee of said trust estate, of one half of the said income, the said Annie E. Bryan does hereby agree that this agreement and the deed of trust above referred to, which is to be executed by her, shall be considered as an order upon the said Howard E. Price, trustee as aforesaid, to pay over to the trustees hereinafter mentioned, one half of the said income, as the same accrues from the said trust estate, and further that the said trustees, hereinafter mentioned, shall have the right, in pursuance to this agreement and of the said deed of trust, to take such proceedings as they may determine necessary or proper for the collection of the said one half of said income; and

WHEREAS in addition to the above mentioned properties and the said one half of the said net income, subject, however, to the reservation to herself of the other one half of said net income, the said Annie E. Bryan agrees that the said deed of trust to be executed by her to

the trustees, hereinafter mentioned, shall include any and all other property which she now owns, or in which she how has any interest, and it is agreed that the mention or designation of property, as above specified, shall not be construed as limiting or restricting the said deed of trust to the said mentioned property or properties, but that the said deed of trust shall operate upon all property now owned by the said Annie E. Bryan or in which the said Annie E. Bryan now has any interest, excepting however, the said reservation of one half of the income arising from said trust estate, hereinbefore mentioned; and

WHEREAS, in accordance with the said agreement of the said Annie E. Bryan as above mentioned, the said Annie E. Bryan agrees, simultaneously with the execution of this agreement, to execute to Howard E. Price, Thomas J. Keating and J. Frank Harper, a deed of trust of all of her said property, except as to the said reservation of one half of said income from said trust estate above mentioned, in trust to hold and manage the said property, with fullypower and authority to sell and dispose of each and all of said properties, whenever in the judgement of said trustees, or the survivor thereof, or their successors, a sale is deemed advisable and advantageous, and out of the net proceeds of the sale or sales, after the payment of or allowance for the said mortgage indebtedness upon each of said properties and the expenses and costs of the administration of this trust, to pay and satisfy the said indebtedness to each of the parties hereto of the second part, but, in the event the said income from said several properties and also the proceeds from the sale or sales of said several properties shall be insufficient to pay andsatisfy the said indebtedness of the parties hereto of the second part, in full, then the payments by the said trustees to the parties hereto of the second part shall be upon a pro rata basis to all of the parties hereto of the second part, without priority of any of the parties hereto of second part over the others.

AND in the event that either any portion of the property to be conveyed by the aforesaid deed of trust shall remain undisposed of by said trustees, or that there should be left over in the hands of the said trustees any portion of the proceeds of the sale or sales of said property to be conveyed to said trustees, or any other money coming into the hands of said trustees, in execution of the trusts to be created by said deed of trust, after the payment of the mortgage or mortgages on the properties sold by the trustees, in the event of a sale of said property or properties with the consent of the mortgagees, free of said mortgages, in which event the said trustees are to be authorized and empowered by said deed of trust to pay such mortgages out of the proceeds of sale, the payment of the costs of the administration of said trust, the payment and satisfaction in full of the several indebtedness of the parties of the second part, the said trustees are to reconvey said remaining property, or to pay over the said money so remaining in their hands to the said Annie E. Bryan, or to her heirs or devisees.

In determining the indebtedness of the parties of the second part hereto, it is agreed by the said Annie E. Bryan and the said parties hereto of the second part, that each of the said parties of the second part shall have the right to extend from time to time the payment of their respective indebtedness, and to accept at the time or times of such extensions renewal notes or other evidences of such indebtedness. And, in the event of such extensions of the time of payment of said indebtedness of any or of all of the parties hereto of the second part, and the acceptance by said parties of the second part of renewal notes, or other evidences of said indebtedness, it is agreed between the parties hereto that such extensions, or the acceptance of such renewal notes, or other evidences of such indebtedness, shall not in anywise be considered or construed as a waiver on the part of said party of the second part so granting said extension or accepting such renewal notes, or other evidences of indebtedness, but that the rights, of said parties of the second part, under the terms of this agreement, and under the terms of said deed of trust, shall remain unaffected thereby, and shall be the same as if said extensions or acceptance of such renewal notes, or other evidences of indebtedness had not been made or accepted.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:- That the said Annie E. Bryan, in consideration of the parties hereto of the second part looking to the conveyance of the said properties, as above mentioned, for the satisfaction and payment of their respective indebtedness, hereby agrees, simultaneously with the execution of this agreement, to convey and assign to the said Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, by a properly executed deed of trust, for the uses and purposes above specified or set forth, all of her said property, except the said reservation of one half of said net income from said trust estate, as hereinbefore mentioned and set forth; and

FURTHER, the said Annie E. Bryan hereby agrees that the amount set opposite the signature of each of the said parties hereto of the second part represents the proper amount of indebtedness now due and owing by her to such party of the second part hereto; and

FURTHER that the nature and character of said indebtedness, as specified opposite the signature of each of the parties hereto of the second part, is correct, and the said annie E. Bryan further agrees that this agreement shall be considered as part of the said deed of trust to be executed by her to the said trustees, and, if necessary, either for the proper enforcement or execution of said deed of trust, or for the construction and interpretation of the rights of the said trustees, or of the rights of the said parties hereto of the second part, under the said deed of trust, that then the execution of this agreement shall be considered as having the same effect as if the terms hereof were again fully set forth and incorporated in the said deed of trust.

AND THIS AGREEMENT FURTHER WITNESSETH:-

That the said parties hereto of the second part, jointly and severally agree to accept the execution of said deed of trust, upon the terms above set forth, and agree to look for the payment of their respective indebtedness to the funds coming into the hands of the said trustees, in the exercise of the powers conferred upon the said trustees over the property included in the said deed of trust; and

FURTHER that one half of said income arising from said trust estate under the said will of William j. Price is hereby reserved by the said Annie E. Bryan from the operation of said deed of trust, and shall be and remain free from any and all liability for the payment of the respective indebtedness of the said parties hereto of the second part.

AND the said parties of the second part further mutually agree and covenant with each other, and also with the said Annie E. Bryan, her heirs, personal representatives and assigns, that they will not attempt to collect their several indebtedness, or enforce the payment thereof or any part thereof in any other manner than from the said trustees, under and by virtue of the terms and provisions of the said deed of trust and the powers of the trustees therein.

IT IS, HOWEVER, EXPRESSLY AGREED AND UNDERSTOOD between the parties hereto that no portion of this agreement, or anything herein contained or set forth, shall be construed as in anywise affecting the rights of any of the parties hereto of the second part to enforce the payment of any of their said indebtedness or collect the same or any part thereof from any other person who may be liable therefor, whether such person be liable as principal debtor or as surety or endorser, or to enforce the payment thereof out of any mortgage or other security which any of said parties of the second part may hold, whether by way of assignment heretofore made to any such party by the said Annie E. Bryan or otherwise.

WITNESS the hand and seal of the said Annie E. Bryan; and witness also the signature of each of the said parties hereto of the second part, as attached to the schedule hereto annexed, and which is to be considered as a part of this agreement, and the signature of each of the said parties of the second part to such schedule shall be considered as the signature of said party to this agreement.

TEST: Annie E. Bryan (SEAL)

W,E. Holton, Jr.

STATE OF MARYLAND QUEEN ANNE'S COUNTY SCT:

I HEREBY CERTIFY That on this 2nd. day of September, in the year one thousand nine hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ANNIE E. BRYAN, and acknowledged the aforegoing agreement to be her act and deed.

WITNESS my hand and notarial seal.

W.L. Holton, Jr.
Notary Public.

WE, the undersigned creditors of Annie E. Bryan do hereby agree to the provisions of the attached agreement, and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:-

SIGNATURES:	AMOUNT OF CLAIM	CHARACTER OF CLAIM.

WE, the undersigned creditors of Annie E. Bryan do hereby agree to the provisions of the attached agreement, and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:

SIGNATURES:	CHARACTER OF CLAIM:	AMOUNT OF CLAIM
The Centreville Nat. Bk. of Md. By. J.F. Rolph, Cashier Thos. E. Bryan Raymond C. Bryan H. Price Bryan	Note of Annie E. Bryan Thos. E. Bryan, Raymond C. Bryan and H. Price Bryan given direct to the Centreville National Bank of Md., dated January 30th. 1922 drawn three months from date due April 30th. 1922.	$ 7,836.00 and interest from April 30th. 1922.
The Centreville Nat. Bk. of Md. By. J.F. Rolph, Cashier Thos. E. Bryan John A. Friel	Note signed by Annie E. Bryan and Thomas E. Bryan given to John A. Friel dated October 1, 1921, drawn three months after date due January 1, 1922.	$ 234.90 and interest from January 1, 1922.

SIGNATURE S:	CHARACTER OF CLAIM	AMOUNT OF CLAIm
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier Thomas E. Bryan Raymond C. Bryan H. Price Bryan R. Glen King	Note Annie E. Bryan, Thomas E. Bryan, Raymond C. Bryan, H. Price Bryan, R. Glen King given direct to The Centreville National Bank of Md., dated February 29th. 1922 drawn six months from date due 28th. August 1922.	$1,000.00 and interest from August 28th. 1922.
The Centreville Nat. Bk. of Md. By. J. F. Rolph, Cashier Alice T. Bryan Annie E. Bryan	Note signed by Raymond C. Bryan, and Alice T. Bryan drawn to the order of Annie E. Bryan and endorsed by her, dated Feb. 15th. 1922, drawn three months from date due 15th. of May, 1922.	10,817.18 with interest from 15th. of May 1922.
The Centreville Nat. Bk. of Md. By. J. F. Rolph, Cashier Annie E. Bryan Mary C. Fesmyer	Note signed by Thomas R. Bryan and Annie E. Bryan given to M.C. Fesmyer and Joseph Fesmyer dated June 7th. 1922 drawn one month from date due 7th. of July 1922.	$ 275.00 with interest from 7th. of July 1922.
The Centreville Nat. Bank of Md. By J.F. Rolph, Cashier Annie E. Bryan	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to The Centreville National Bank of Maryland dated February 9th. 1922, drawn three months from date due 9th. of May 1922.	$ 2,800.00 interest from May 9th. 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier Annie E. Bryan	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Md., dated February 2, 1922, drawn at three months and due May 2, 1922.	859.38 interest from May 2, 1922.
The Centreville Nat. Bank of Md. By J.F. Rolph, Cashier Annie E. Bryan	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Maryland, dated December 30th. 1921 drawn six months from date, due June 30th. 1922.	500.00 with interest from 30th. June, 1922.

SIGNATURES	CHARACTER OF CLAIM	AMOUNT OF CLAIM
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier Annie E. Bryan Thomas Massey	Note signed by Thomas E. Bryan, Annie E. Bryan given to Thomas Massey dated January 14th. 1922 drawn two monthssafter date, due the 14th. of.March, 1922.	150.00 Interest from March 14th. 1922.
The Centreville Nat. Bk. of Md. By J.F. TRolph, Cashier Annie E. Bryan	Note signed by H. Price Bryan and Annie E. Bryan given direct to the Centreville National Bank of Maryland dated June 29th. 1922, drawn at six months, due 29th. Dec. 1922.	515.20 interest from Dec. 29th. 1922.
Richard T. Earle Thomas E. Bryan	Note signed by Annie E. Bryan and Thomas E. Bryan to the order of Richard T. Earle and endorsed by him dated Feb. 17, 1922 drawn six months from date due 17 August, 1922.	200.00 with interest from Feb. 17 1922.
Forman & Mason Thomas E. Bryan Raymond C. Bryan	Note signed by Annie E. Bryan, Thomas E. Bryan and Raymond C. Bryan to the order of Forman & Mason and by Forman & Mason endorsed dated January 2, 1922, drawn 7 months from date, due 2nd. Aug. 1922.	387.84 withinterest from 2nd. August 1922.
Forman & Mason Annie E. Bryan Alice T. Bryan	Note signed by Raymond C. Bryan, Alice T. Bryan and Annie E. Bryan drawn four months from date due 7th.of August 1922.	589.13 with interest from August 6, 1922.
C.P . Walters & Son	Note signed by Annie E. Bryan to the Order of C. P. Walters & Son, and by C.P. Walters & Son endorsed dated Dec. 29, 1921 drawn six months from date due June 29, 1922, the amount of note	367.50 with interest from Dec.
Alice T. Bryan Annie E. Bryan H. Price Bryan John Palmer Smith	Note signed by Raymond C. Bryan, Alice T. and Annie E. Bryan, and H. Price Bryan to the order of John Palmer Smith, and endorsed by John Palmer Smith dated Feb. 17, 1922., drawn at six months due 17 Aug. 1922.	156.98 with interest from Feb. 17, 1922.

SIGNATURES	CHARACTER OF CLAIM	AMOUNT OF CLAIM.
Annie E. Bryan E. Sterling Price John Palmer Smith	Note signed by Thos E. Bryan, Annie E. Bryan and E. Sterling Price to the order of John Palmer Smith and by John Palmer Smith endorsed, dated Feb. 17, 1922, drawn at six months and due Aug. 17, 1922.	219.21 with interest from Aug. 17, 1922.
John A. Friel Earle R. Bishop Raymond C. Bryan	Note signed by Annie E. Bryan and Raymond C. Bryan made payable to the order of John A. Friel and by John A. Friel and Earle R. Bishop endorsed dated Oct. 1, 1921 drawn 11 mos. from date and due Sept,1, 1922.	89.49 with interest from Sept. 1, 1922.
The Queen Anne's Natl. Bank of Centreville. By . Walter Wright President Raymond C. Bryan Alice T. Bryan Annie E. Bryan Robert Coursey R.M. Hopkins	Note Raymond C. Bryan Alice T. Bryan, Annie E. Bryan to Robert Coursey, endorsed Robert Coursey, R.M. Hopkins dated June 28th. 1922 at two months for	400.00 interest from August 28th. 1922.
The Queen Anne's Natl. Bank of Centreville. By. Walter Wright Raymond C. Bryan Alice T. Bryan Annie E. Bryan	Note Raymond C. Bryan, Alice T. Bryan to Annie E. Bryan endorsed Annie E. Bryan dated March 23rd. 1922 at six months due Sept. 23, 1922, secured by Mortgage dated Sept. 23rd. 1921 from Raymond C. Bryan and Alice T. Bryan to Annie E. Bryan for $2825.00 recorded in Liber J.F.R. No. 7, folio 443, a land record book for Q.A. Co. & assigned byAnnie E. Bryan to the Queen Anne's Natl. Bank on the 24th. day of Sept. 1921, and recorded in Liber J.F.R. #7, folio 446, a land record book for Q.A. Co.	2947,00 Interest from Sept. 23rd. 1922.

We, the undersigned creditors of Annie E. Bryan do hereby agree to the provisions of the attached agreement, and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:

SIGNATURES:	CHARACTER OF CLAIM:	AMOUNT OF CLAIM:
The Queen Anne's Natl. Bank fo Centreville By Walter Wright President. Raymond C. Bryan Alice T. Bryan annie E. Bryan E.D. Draper H.P. Draper	Note Raymond C. Bryan Alice T. Bryan, Annie E. Bryan to H.P. Draper endorsed H.P. Draper and E.D. Draper, dated Aug. 4th. 1921 due Oct. 4th. 1921 for $225.00 Oct. 4th. 1921 Credit by cash 3.00	222.00 Interest from Oct. 4th. 1921

SITNATURES	CHARACTER OF CLAIM	AMOUNT OF CLAIM
The Queen Anne's Natl. Bank of Centreville. By Walter Wright. President. Thomas E. Bryan Annie E. Bryan Raymond C.. Bryan H. Price Bryan	Note Annie E. Bryan, Thos. E. Bryan, Raymond C. Bryan, H. Price Bbyan to The Queen Anne's National Bank dated May 1st. 1922 at two months due July 1st. 1922 for	$5774.45 Interest from July 1st. 1922.
The Queen Anne's Natl. Bank of Centreville By Walter Wright President Annie E. Bryan Wright & Lowe	Note Annie E. Bryan to Wright & Lowe, dated Feb. 1st, 1922 at six months due August 1st. 1922 for	575.00 Interest from August 1st, 1922.

We, the undersigned creditors of Annie E. Bryan do hereby agree to the provisions of the attached agreement, and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:

SIGNATURES:	CHARACTER OF CLAIM:	AMOUNT OF CLAIM:
Thomas E. Bryan Annie E. Bryan W.F. Watson	Note signed Thos. E. Bryan and Annie E. Bryan endorsed W.F. Watson to W.F. Watson dated May 12th. 1922 at 2 months due July 12th. 1922, with interest from maturity.	300.00
Annie E. Bryan Thomas E. Bryan John A. Friel S.W. Seney	Note signed Annie E. Bryan Thos. E. Bryan to John A. Friel and endorsed John A. Friel, S.W. Seney, dated Jan. 2nd, 1922 at 6 months due July 2nd. 1922 with interest from maturity.	100.00

We, the undersigned creditors of Annie E. Bryan do hereby agree to the provisions of the attached agreement and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective calims, and that the nature of their claims are such as designated opposite their respective signatures:

SINGATURES:	CHARACTER OF CLAIM:	AMOUNT OF CLAIM
Alice T. Bryan Annie E. Bryan Forman & Mason	Note Raymond C. Bryan, Alice T. Bryan, Annie E. Bryan to Forman and Mason endorsed Forman and Mason dated June 20th. 1922 at two months due August 20th. 1922 for	$660.00 Interest from August 20th. 1922.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, that the aforegoing is a truly taken copy from Liber J.F.R, NO. 10, folio 62, a land record Book of Queen Anne's County.

Seal's Place.

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 August, 1924.

B. Hackett Turner, Clerk.

#9702. QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the eleventh day of December, in the year nineteen hundred and twenty two, the following Deed of Trust was brought to be recorded, to wit:-

THIS DEED, made this 2nd. day of September, in the year one thousand nine hundred and twenty two, by and between Annie E. Bryan, of Queen Anne's County, State of Maryland, party of the first part, Howard E. Price, Thomas J. Keating and J. Frank Harper, of Queen Anne's County aforesaid, trustees as hereinafter mentioned, parties of the second part.

WHEREAS by an agreement of even date herewith, and intended to be recorded among the land records of Queen Anne's County aforesaid, prior hereto, the said party hereto of the first part agreed with the parties of the second part to said agreement, all being creditors of the said Annie E. Bryan, that according to the terms and provisions of said agreement, she would, simultaneously with the execution of said agreement, conveyeunto the said parties hereto of the second part, all of her said property, as therein described or referred to, subject, however, to the reservation to herself of one half of the income to which she is entitled, under the last will and testament of William J. Price, as referred to in said agreement, in trust to hold and manage the said several properties for the use and benefit of the said parties of the second part to said agreement, and to pay out of the income or proceeds from the sale of said several properties, the said several indebtedness of the said parties of the second part to said agreement, the said indebtedness being specified in said agreement, and as provided therein, any extensions for the payment of said indebtedness, or the acceptance by the said creditors of renewal notes of other evidence of their indebtedness shall not be construed as waiving, changing or altering the rights of said creditors hereunder or under said agreement, such rights to remain unaffected thereby, and to pay over any money remaining in their hands as such trustees, or to reconvey to Annie E. bryan any property not sold by the said trustees for the payment of said indebtedness, after the indebtedness of each of the said parties to said agreement had been dully satisfied, and all of the expenses of the management of the trust therein referred to and hereby created should be fully paid and satisfied; and

WHEREAS in pursuance to the provisions of said agreement, these presents are executed.

NOW THEREFORE, THIS DEED WITNESSETH: that in consideration of the premises, and in accordance with the terms and provisions of said agreement, the said Annie E. Bryan does hereby grant, convey and assign unto the said parties of the second part, trustees as aforesaid, the survivors or survivor thereof, their successors and assigns, for the uses and purposes, as hereinafter set forth, and also for the uses and purposes referred to in the said agreement, each and all of the several tracts of land described or referred to in the said agreement, executed this day by the said Annie E. Bryan, and above referred to as also her right, title and interest as landlord in and to the crops upon the said several farms hereby conveyed, as the same is also referred to in said agreement; also one half of the income to which the said Annie E. Bryan is entitled for her life, under the terms and provisions of the will of William J. Price, as the same is specifically referred to in the aforesaid agreement, but reserving as provided in said agreement, to herself the remaining one half of said income; also as provided in said agreement, any and all other property of every kind and description and wheresoever situate, which the said Annie E. Bryan mau be entitled to, or in which she may now have any interest; it being the intent of the said Annie E. Bryan by these presents, to convey, transfer and assign unto the said parties of the second part, trustees as aforesaid, all of her property as the same is particularly described or referred to in the said agreement, save and except the reservation therein referred to;andthe description or reference to said properties as particularly set forth in said agreement shall be considered as herein embodied and fully set forth, and said agreement is to be considered as a part of this deed and in connection therewith.

TOGETHER with the buildings and improvements thereupon, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and assigned property and effects of the said Annie E. Bryan unto and to the proper use of the said parties of the second part, trustees as aforesaid, the survivors or survivor thereof, their heirs, successors and assigns, in trust to take possession of said several properties, as above mentioned, collect the rents, issued and profits therefrom arising, and to sell the said properties, singly or as an entirety, either at public or private sale, and at such time or times, and upon such terms as the said trustees, the survivors or survivor of them, or their successors in the trust may,

in their judgment, deem advantageous and advisable, and to pay out of the net rents and profits, if any, which may arise from said several properties and out of the proceeds of such sales first, the expenses incident to the management and conduct of the trust hereby created and reserved, including a commission of six per cent to the said trustee, upon the income and upon the said proceeds of such sales, for their services as trustees as aforesaid; second, the mortgage debt or debts, upon said property or properties so sold, in the event the said property or properties are sold with the consent of the mortgagee or mortgagees, free of the mortgage or mortgaged on said several properties, and then to pay and satisfy unto the creditors of the said Annie E. Bryan who are parties of the second part to the aforesaid agreement, herein above referred to, their respective indebtedness, such payments to the said creditors of the said Annie E. Bryan to be made by the trustees, the said parties of the second part hereto, their survivors or successors in the trust, at such times as the said trustees, their survivors or survivor of their successors in the trust, may determine to be proper, in accordance as the proper management of the trust hereby created and reserved, as also the collection of the income and the receipts of the proceeds of the sale or sales of the property hereby conveyed, shall justify; said payments to the said creditors of the said Annie E. Bryan, the said parties of the second part to the aforesaid agreement, to be made upon a pro rata basis, unless any of said creditors should be entitled legally to any priority.

The said several properties hereby conveyed being subject to the mortgages referred to or mentioned in the aforesaid agreement, the provisions hereinabove made for the disposition of the income or proceeds from the sale of said properties are subject to the said mortgages.

For the full, effectual and proper management and execution of the trust hereby reserved and created, fullypower is hereby conferred upon the said trustees, the survivors or survivor thereof, and their successors or successors in the trust, to sell, convey or otherwise dispose of each and all of the properties hereby conveyed, and, in theevent the said trustees, the survivors or survivor thereof, as also the successors or successors, should deem it advisable, necessary or advantageous to the proper management of the trust hereby reserved or created, for the purpose of making provision to takecare of any or all of the several mortgages now upon the said properties hereby intended to be conveyed, that new mortgages should be obtained to take their place, pending a sale or disposition of said several properties, that then, and in that event, the said turstees, their survivors or survivor, as also their successors or successor, are hereby empowered to borrow such sum or sums as may be necessary for that purpose, and to execute such mortgages as may be required upon the said several properties.

In either event, either in the case of a sale or disposition pf said several properties, or, in the event of the borrowing of any sum or sums and the executing of mortgages, as above provided, all persons dealing with the said trustees, in the exercise of either of said powers, are hereby relieved from seeing to the proper application of the purchase or other money passing to the said trustees.

In the event any of said properties should remain undisposed of, or, in the event any money should remain in the hands of the said trustees, their survivors or survivor, or also their successors or successor, after each and all of said creditors of the said Annie E. Bryan, shall be fully paid and satisfied, in accordance with the terms and provisions of said agreement, then the said trustees, their survivors or survivor, as also their successors or successor, are directed to convey or transfer said property so remaining undisposed of, or to pay over said sum or sums remaining unexpended, to either the said Annie E. Bryan or to her heirs or devisees.

Witness the hand and seal of the said party hereto of the first part.

Test: W.L. Holton, Jr. Annie E. Bryan. (SEAL)

STATE OF MARYLAND_ QUEEN ANNE'S COUNTY, SCT:-

I hereby certify that on this 2nd. day of Sept. in the year one thousand nine hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Annie E. Bryan, and acknowledged the aforegoing deed to be her act.

Witness my hand and Notarial seal the day and year last above written.

Notary Public Seal.

W.L. Holton, Jr.
Notary Public.

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. 10, folio 69 etc. a land record book for Queen Anne's County.

Seal's Place.

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 August, in the year 1924.

B. H. Turner, Clerk.

"Exhibit No. 6".
Filed Aug. 29th, 1924.

LAST WILL AND TESTAMENT

OF

HELEN BRYAN KING.

I, Helen Bryan King, of Baltimore City, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this instrument of writing to be my last will and testament, hereby revoking all other wills and codicils heretofore made by me.

I direct my Executors, hereinafter named, to pay all my just debts and funeral expenses.

I give, devise, and bequeath all my property and Estate of every kind and description, real, personal and mixed, and wheresoever situate, and howsoever acquired by me, and over which I have, or might have, the power of disposition, unto my beloved husband, R. Glen King, absolutely.

I appoint my said husband, R. Glen King, my Executor~~s~~ and confer upon him full~~y~~ power and authority to make such sale of my real and personal property, or to do any other thing which may be necessary to settle my estate.

Helen Bryan King (Seal)

Signed, sealed, published and declared by Helen Bryan King, the above named Testatrix, this 11th day of October, in the year 1918, as and for her last will and testament, who at her request, in herpresence and in the presence of each other, have subscribed our names as witnesses thereto.

Witnesses Henry W. King

Witnesses Edward S. King.

BALTIMORE CITY, ss:

On the 11th day of March, 1920, came R. Glenn King, and made oath in due form of law, that he does not know of any Will or Codicil of Helen Bryan King, late of said City, deceased, other than the above instrument of writing, and that he received this will from Testatrix and retained the same to this time.

Notice:

And that Testatrix departed this life on the 7th day of Feby, 1920.

Sworn to in open Court

Test:

Howard W. Jackson
Register of Wills for Baltimore City.

BALTIMORE CITY, ss:

On the 11" day of March, 1920, came Henry W. King, one of the subscribing witnesses to the aforegoing last Will and Testament of Helen Bryan King, late of said city, deceased, and made oath in due form of law, that he did see Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of his apprehension of sound and disposing mind, memory, understanding; and that he, together with Edward S. King, the other subscribing witness thereto, subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

Sworn to in open Court:

Test: Howard W. Jackson
Register of Wills for Baltimore City.

BALTIMORE CITY, SS:

On the 11" day of March, 1920, came Henry W. King, and made oath in due form of law, that he is familiar with the handwriting of Edward S. King, one of the attesting witnesses to the last Will and Testament of Helen Bryan King, late of said city, deceased, and he veribly believes that the signature of the said Edward S. King, as so written, is the true and genuine signature of said Edward S. King, who is now out of the State.

SWORN TO
in open Court:

Test: Howard W. Jackson
Register of Wills for Baltimore City.

IN THE ORPHANS' COURT OF BALTIMORE CITY:

The Court, after having carefully examined the above last Will and Testament of Helen Bryan King, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 11th day of March, 1920, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Helen Bryan King, deceased.

Myer J. Slock.

Judges. Harry C. Gaither.

William M. Dunn.

THE STATE OF MARYLAND.

Seal's Place.

BALTIMORE CITY, ss.

I. EDWIN H. DOWNES, Register of Wills, and, by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Helen Bryan King, late of said City, deceased, Together with the proofs and probates thereof taken from Wills Liber H.W.J. No. 134, folio 342, it being one of the records filed, recorded and kept in the office of Register of Wills for Baltimore City.

Seal's Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the said Court and Office, this 26th day of August, in the year of our Lord, one thousand nine hundred and twenty four.

Edwin R. Downes
Register of Wills for
Baltimore City.

"Exhibit No. 7".
Filed Aug. 29th, 1924.

THE STATE OF MARYLAND

Seal's Place.

BALTIMORE CITY, Sc.:

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that LETTERS OF ADMINISTRATION of all the goods, chattels, credits and personal estate of Helen Bryan King, deceased, were on the 11th day of March, in the year of our Lord one thousand nine hundred and twenty, granted and committed unto R. Glenn King, the Executor by the last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

Seal's Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 27th day of August in the year of our Lord nineteen hundred and twenty four.

Test:

Edwin R. Downes
Register of Wills for Baltimore City.

Order of Publication.
Filed August 29th, 1924.

ORDER OF PUBLICATION.

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

Howard E. Price, Thomas J. Keating, and J. Frank harper, Trustees,

versus

Annie E. Bryan, Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Howard Price Bryan, R. Glen White, in his own right and as executor of Helen M. King, The Centreville National Bank of Maryland and the Queen Anne's National Bank of Centreville, corporations, and Preston R. Anderson.

CHANCERY DOCKET NO.

The object of this suit is (1) To procure the exercise through the medium of this court of the right of the plaintiffs as trustees of Annie E. Bryan under a deed of trust from her to them to pay a mortgage given by her on her farm called "Chester" to Thomas E. Bryan and her other children, dated November 1, 1917, and recorded in liber W.F.W. No. 11, folf. 164 etc. a land record book of said county, made to secure the sum of $6680.98; (2) To procure the appointment of a trustee to receive said payment and to release said mortgage after said payment; (3) And to have paid to the trustee of said Annie E. BryaN, that is, to the plaintiffs, out of said sum after payment of same into this court the present cash value of the life estate of the said Annie E. Bryan therein according to the rules of this court and at the same time to have paid to the said mortgagees or to their assigns the remainder of the mortgage debt according to their respective rights therein without waiting for the death of the said Annie E. Bryan.

The full language and terms of the bill of complaint are as follows, to wit:

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

Howard E. Price, Thomas J. Keating, and J. Frank Harper, Trustees,

versus

Annie E. Bryan, Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Howard Price Bryan, R. Glen White, in his own right and as executor of Helen M. King, The Centreville National Bank of Maryland, and the queen Anne's National Bank of Centreville, corporations, and Preston R. Anderson.

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That it will appear by reference to the proceedings had in a cause in the Circuit Court for Queen Anne's County in Equity entitled "John C. Tolson, trustee, et. al. versus Annie E. Bryan, et. al." and numbered "2179 Chancery" as follows, to wit:

(1) That a tract of land or farm called "Chester" described at large in said proceedings was decreed to be sold.

(2) That at the time of said decree said farm was owned to the extent of one undivided half part by Annie E. Bryan for and during the term of her natural life, with remainder unto the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Howard Price Bryan, and one Helen M. King, her children.

(3) That the decree passed in said cause directed the sale of said farm ---clear of the said rights therein of the said Annie E. Bryan and her children, and directed that said rights be protected in the distribution of the proceeds of the sale decreed to be made.

(4) That said farm was sold under said decree in its entirety unto said Annie E. Bryan for the sum of $14,363.60.

2. That as will appear by further reference to the proceedings in said cause there was distributed by the audit filed in said cause unto the said Annie E. Bryan, in lieu of her said life estate, the sum of $6680.98 for and during the term of her natural life, said sum after her death to be divided among her said children in equal parts.

3. That at the time of the filing of said audit the said Annie E. Bryan was indebted by way of purchase money above mentioned unto the trustees of said Cause Number 2179 Chancery in a large sum of money which she could neither pay or settle unless she could procure the application of said sum of $6680.98 as a credit on her said purchase money indebtedness, and her said children, in order to relieve their mother of the embarrassment of her said indebtedness and to prevent a proceeding for resale against her, agreed that the said trustees should credit sum on account of the purchase money debt due by the said Annie E. Bryan, who, in return for the use of said money was to give the mortgage mentioned in the next paragraph securing said sum unto her children, who, in turn, were to release the said trustees from all liability on account of their interest and estates in said sum.

4. That the said trustees, in accordance with said agreement applied said sum of $6680.98 as a credit on the purchase money indebtedness due them by the said Annie E. Bryan and received the release above mentioned from the said children of said Annie E. Bryan (which releases have been duly filed with the clerk of this court and have been by him recorded among the records of his office) and the said Annie E. Bryan, having received from the trustees a deed for said land, did deliver unto her children a mortgage, securing the payment of said sum unto her said children in equal parts at the expiration of six months from the time of her death with interest from date of her death only (see certified copy of said mortgage marked "Exhibit No. 1" filed herewith as part hereof.

5. That on March 22, 1921, the said Raymond C. Bryan, one of said mortgagees and a respondent to this bill, did, by way of a mortgage (hereinafter called "Mortgage No. 2") assign all his right, title, interest and estate in and to the said "Mortgage No. 1" unto the said Annie E. Bryan, who, on the date mentioned duly assigned said mortgage No. 2 unto the said The Centreville Bank of Maryland, a respondent hereto; see certified copy of "Mortgage No. 2" marked "Exhibit No. 2" filed herewith as part hereof.

6. That on September 23, 1921, the said Raymond C. Bryan, by way of another mortgage hereinafter called Mortgage No. 3, did again assign all his right, title, interest and estate, in and to the following, did assign said "Mortgage No. 3" unto the said The Queen Anne's National Bank of Centreville; see certified copy of "Mortgage No. 3" marked "Exhibit No. 3" filed herewith as part hereof.

7. That on February 28, 1922, the said Howard Price Bryan, one of said mortgagees and a respondent, did, by way of a mortgage hereinafter called "Mortgage No. 4", assign all his right, title, interest and estate in and to said "Mortgage No. 1" unto Edwin H. Brown, Jr. and John Palmer Smith, who, on the same day, duly assigned said "Mortgage No. 4" unto Preston R. Anderson a respondent hereto; see certified copy of "Mortgage No. 4", marked "Exhibit No. 4", filed herewith as part hereof.

8. That on September 2, 1922, the said Annie E. Bryan, who is still living, executed and delivered unto your orators, a deed in the nature of a deed of trust whereby she granted them for the purposes set forth in said deed all her estate and property of every kind and description (excepting one half of the net income to which she is entitled for life from a trust created by the will of William J. Price); that this deed of trust was made for the benefit of her creditors and is based on an agreement made by her with them and the said creditors, entering into this agreement, are bound by the same; see certified copy of said deed of trust and agreement thereto attached, marked "Exhibit No. 5" filed herewith as part hereof.

9. That the said Annie E. Bryan was, at the time of the delivery of said deed of trust seized and possessed of said farm called "Chester" subject to said mortgage, and that therefore, said farm, subject to said mortgage, passed under said deed unto Your Orators.

10. That in a proceeding in this court entitled "In the Matter of the Trust Estate of Annie E. Bryan" and numbered 2467 Chancery jurisdiction of the trust estate created by said deed was assumed by this Honourable Court and your orators, under the power of sale conferred upon them by said deed, have contracted to sell said farm called "Chester" at and for the sum of $11,500.00 free, clear and discharged of the lien of the mortgage described in paragraph four above unto one John William Keith.

11. That the sale so made is a good sale at this time owing to the depression now prevailing in land values and should be consummated as one of advantage to the respondants, of whom all but three (Albert W. Bryan, Nina E. White and Preston R. Anderson), are parties to said deed of trust by virtue of being parties to the agreement on which it is based and are bound by the proper acts of your orators as trustees acting under said deed.

12. That the sale price obtained is the result of the sale of the land clear of said Mortgage No. 1, for the said mortgage, because of the uncertainty of the time of its maturity, would be a hindrance and deterrent to a good price at a sale of the said land subject to said mortgage.

13. That "Mortgage No. 1" was made and taken for the purpose of relieving said Annie E. Bryan of those difficulties mentioned in paragraph 3 of this bill, that it was not the intention of the said Annie E. Bryan, nor was it the intention of the other parties to said mortgage, that the said Annie E. Bryan (or her assigns), by the delivery of said mortgage, should be deprived of her rights in the sum of $6680.98 secured by same in the event that for any reason whatsoever said sum should be paid by the said Annie E. Bryan or her assigns during her lifetime to the exoneration of said land, and her said rights as declared by the Court of appeals in an opinion filed in said "No. 2179 Chancery" were not affected by said mortgage, were in existence at the time of the delivery of said deed of trust, passed unto your orators under said deed of trust, and are now in existence as rights of your orators as the assignees of said Annie E. Bryan.

14. That in view of the deed of trust made by the said Annie E. Bryan there exists no longer any necessity to continue said mortgage No. 1.

15. That your orators cannot carry out their contract to sell said farm clear of said mortgage No. 1 unless they can secure a release of the said mortgage which now rests on said land, and they cannot secure this release unless they be permitted to pay said mortgage during the life of the said Annie E. Bryan.

16. That your orators are desirous to pay said mortgage forthwith but they have no method nor way by which they can pay said mortgage, secure a release of the same, and at the same time secure the protection of their said rights in the sum secured by said mortgage as the assignees of the life tenant thereof, unless throught the medium of a trustee to be appointed by this Honourable Court to receive payment of said mortgage, to release the same, and to hold the sum paid for the protection of said rights, and the rights of the remaindermen and their assigns, for if payment of said mortgage is made to the present holders thereof on condition that they are to release said mortgage and are to agree to recognize the said rights of your orators in the sum now secured by said mortgage, your orators would have no bond to secure their rights, nor any way to enforce same if the releasors should refuse to carry out their agreement, nor would your orators have any adequate remedy at law for obvious reasons.

17. That your orators are advised that they are entitled to pay said mortgage to a trustee to be appointed to receive the payment of the said mortgage and then to release the same.

18. That your orators are advised that after the payment of the mortgage has been made by them to the trustee to be appointed to receive the same, they, your orators, will be entitled, in lieu of an estate for the remainder of the life of the said Annie E. Bryan in the whole sum, to have paid to them out of the life estate of the said Annie E. Bryan in the whole sum, said cash share to be based on the present age and condition of health of the said Annie E. Bryan and to be ascertained according to the rules of this Honourable Court for the

ascertainment of present values in life estate, and that the sixdmortgagees mentioned in said mortgage No. 1, or their respective assigns thereof, where assignments of said mortgage have been made, will benentitled to have paid over to them, without awaiting the death of the said Annie E. Bryan, the reaminder of the mortgage indebtedness in the proportions of one-sixth each or according to their several respective rights therein.

19. That your orators are further advised that in the event for any reason the cash value of said life estate shall not be so paid to them, then they will be entitled to have the whole sum now secured by said mortgage invested through the directions of this Court for their benefit for the remainder of the life of the said Annie E. Bryan, the whole sum to be paid at the termination of the life of the said Annie E. Bryan, through the direction of this Court, to the remaindermen or to the assignees of those who assigned their rights.

20. That since the making of said mortgage the said Helen M. King has departed this life, leaving a last will and testament dated October 11, 1918, and duly admitted to probate by which she devised all her estate and property unto the said R. Glenn King and by which she named him sole executor of said will and through which he is now the assignee of her interest and estate in said "Mortgage No. 1"; see certified copy of said will marked "Exhibit No. 6", and certificate of appointment of R. Glenn King as executor, marked "Exhibit No. 7", both filed herewith as part hereof.

21. That these respondents reside in Queen Anne's County aforesaid: Annie E. Bryan, Thomas E. Bryan, Raymond C. Bryan, Howard Price Bryan and Preston R. Anderson.

22. That said R. Glenn King resides in Baltimore City, State of Maryland.

23. That Albert W. Bryan and Nina E. White are both non residents of the State of Maryland, the former residing in Paris, France, and the latter in the State of California.

24. That both the corporations respondents have their principal places of business in Queen Anne's County aforesaid.

To the end therefore:

(1) That a trustee may be appointed by this Honourable Court with power and direction.

(A) To receive payment of your orators of the said mortgage.

(B) To release said mortgage on the payment to him of the sum of $6680.98 secured by said mortgage.

(2) That your orators may have paid to them in cash, out of said sum of $6680.98, the present cash value of the estate for the life of said Annie E. Bryan in the whole sum and that the mortgagees of said Mortgage No. 1, or their assigns where assignments of said mortgage have been made, may have paid over to them at the same time, without awaiting the death of the said Annie E. Bryan, the remainder of the mortgage indebtedness in the proportions of one-sixth to each or according to their respective rights.

(3) That on failure for any reason to have said cash value paid to your orators, they then may have the whole sum invested through the direction of this court for their benefit for the remainder of the life of said Annie E. Bryan.

(4) That your orators may have such other and further relief as their case may require.

May it please your Honours to grant unto your orators the Order of Publication giving notice to the said Albert W. Bryan, of Paris, France, and to the said Nina E. White, of the State of California, both of thoms are non-residents of this State, 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, td 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 R. Glen King, who resides in Baltimore City, State of Maryland, in his own right and as executor of the last will and testament of Helen M. King, deceased, and the writ of subpoena directed to the said Annie E. Bryan, Thomas E. Bryan, Raymond C. Bryan, Howard Price Bryan and Preston R. Anderson, all of whom reside in Queen Anne's County, State of Maryland, to the said body corporate, The Centreville National Bank of Maryland, and to the said body corporate, the Queen Anne's National Bank of Centreville, 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 be, why a decree ought not to be passed as prayed.

And as in duty bound, &c.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees under the Deed of Trust from Annie E. Bryan.

Harper & Horney&

Madison Brown

Solicitors for Complainants.

Filed Aug. 29th, 1924.

It is, thereupon, this 29th day of August, 1924, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County aforesaid, once in each of four successive weeks before the 7th day of October, 1924, give notice to Nina E. White and Albert W. Bryan, who the bill states are absent or non-residents defendants, of the object and substance of this bill, warning them to appear in this court in person or by solicitor, on or before the 24th day of October next, to show cause, if any they have, why a decree ought not to be passed as prayed.

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

Filed Aug. 29th, 1924.

Subpoena for Respondent
to appear and answer.

Seal's
Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

R. Glen King in his own right and as Executor of the last Will and Testament of Helen M. King, 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 first Monday of October, next, to answer the complaint of Howard E. Price, Thomas J. Keating, J. Frank Harper, Trustees, 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 first Monday of August, 1924.
Issued the 29th day of August, in the year 1924.

Harper & Horney & Brown
Solicitor for Complainant.

B. Hackett Turner, 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 October next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was thus endorsed:
"Summoned and a copy of the Process left with the defendant".

Fees $0.80.
Filed Sept. 17th, 1924.

John E. Potee,
Sheriff.

Subpoena for respondent to
appear and answer.
Filed Oct. 6th, 1924.

Seal's
Place.

QUEEN ANNE'S COUNTY, TO WIT:-

THE STATE OF MARYLAND

TO

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 October next, to answer the complaint of Howard E. Price, Thomas J. Keating, J. Frank Harper, Trustees, 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 first Monday of August, 1924.

Issued the 29th day of August, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & Brown

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 October next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the foregoing Subpoena wasthus endorsed:
"This is to certify that I served the within writ on The Centreville National Bank of Maryland, named therein, by reading the same to J.F.Rolph, Cashier, and by delivering to the said J.F. Rolph, Cashier, a copy thereof at the same time, on the 5th day of September 1924."

T. Frank Seward, Sheriff.

Subpoena for Respondent to
appear and answer.
Filed Sept. 17th, 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND

TO

R. Glen King

OF BALTIMORE CITY, 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 October next, to answer the complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, 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 first Monday of August, 1924.
Issued the 29th day of August, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney-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 October, next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was thus endorsed, to wit:
"Summoned and a copy of the Processleft with the defendant."

John E. Potee,
Sheriff.

Fees $0.80

Subpoena for Respondent
to appear and answer.
Filed Oct. 6th, 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND

TO

Thomas E. Bryan

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 October, next, to answer the complaint of Howard E. Price, Thomas J. Keating J. Frank Harper, Trustees, against you in said Court exHibited.
Hereof faiL not, assyou will answer tHe contrary at your peril.

WITNESS, The Honorable Wm. H. Adkins, Chief Judge of our said Court, the first Monday of August, 1924.

Issued the 29th day of August, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & Brown

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 October next, being the Return Day.

B. Hackett Turner, Clerk.

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

"This is to certify that I served the within writ on Thomas E. Bryan, named therein, by reading the same to him, and by delivering to the said Thomas E. Bryan a copy thereof, at the same time, on the 2nd day of September, 1924.

T. Frank Seward, Sheriff.

Subpoena for Respondent
to appear and answer.
Filed Oct. 6th, 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND.

10

The Queen Anne's National Bank of Centreville,

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Count for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October, next, to answer the complaint of Howard E. Price, Thomas J. Keating, J. Frank Harper, trustees, 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 first Monday of August, 1924.
Issued the 29th day of August, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & Brown.

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 October next, being the Return Day.

B. Hackett Turner, Clerk.

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

"This is to certify that I served the within writ on The Queen Anne's National Bank of Centreville, named therein, by reading the same to H.L. Roberts, Cashier, and by delivering to the said J. L. Roberts, Cashier, a copy thereof at the same time, on the 5th day of September, 1924.

T. Frank Seward,
Sheriff.

Subpoena for Respondent
to appear and answer.
Filed Oct. 6th, 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

TO

Annie E. Bryan

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, THat all excuses set aside, you be and appear before the Circuitt Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of Howard E. Price, Thomas J. Keating, J. Frank Harper, Trustees, 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 first Monday of August, 1924.
Issued the 29th day of August, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & Brown.

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 October, next, being the Return Day.

B. Hackett Turner, Clerk.

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

"This is to certify that I served the within writ on Annie E. Bryan, named therein, by reading the same to her, and by delivering to the said Annie E. Bryan a copy thereof at the same time, on the 2nd day of September, 1924.

T. Frank Seward,
Sheriff.

Subpoena for Respondent to
appear and answer.
Filed Oct. 6th, 1924.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Howard Price Bryan

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 October next, to answer the complaint of Howard E. Price, Thomas J. Keating, J. Frank Harper, Trustees, 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 first Monday of August, 1924.
Issued the 29th day of August in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & Brown.

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 October next, being the Return Day.

B. Hackett Turner, Clerk.

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

This is to certify that I served the within writ on Howard Price Bryan, named therein, by reading the same to him, and by delivering to the said Howard Price Bryan a copy thereof at the same time, on the 5th day of September, 1924.

T. Frank Seward,
Sheriff.

Subpoena for Respondent to
appear and answer.
Filed Oct. 6th, 1924.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:-

THE STATE OF MARYLAND

TO

Preston R. Anderson

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 October, next, to answer the complaint of Howard E. Price, Thomas J. Keating, J. Frank Harper, trustees, 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 first Monday of August, 1924.
Issued the 29th day of August, in the year 1924.

B. Hackett Turner, Clerk.

Harper& Horney & Brown

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 October next, being the Return Day.

B. Hackett Turner, Clerk.

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

"This is to certify that I served the within writ on Preston R. Anderson, named therein by reading the same to him, and by delivering to the said Preston R. Anderson a copy thereof, at the same time, on the 6th day of September, 1924.

T. Frank Seward,
Sheriff.

A Subpoena was also issued to Raymond C. Bryan on the 29th of August, 1924. The copy was returned with the endorsement on the back "NoN Est", T.F. Seward, Sheriff.

A Copy of the Order of Publication, filed Sept. 25th, 1924, was served on Nina E. White , with the aforegoing affidavit attached:

I, Nina E. White, undersigned and also one of the parties named above as a non-resident defendant to the bill of complaint mentioned in the above order of publication, do hereby admit that the above copy of order of publication was served on me in the Town of Centreville, Queen Anne's County, Maryland, on this 17th day of September, nineteen hundred and twenty four, by Madison Brown and W. Raymond Horney, who made said service by reading the said order of publication to me on this date.

Filed Sept. 25th, 1924. Nina Bryan White

Order to Re-issue to Baltimore
City for Raymond C. Bryan.
Filed Sept. 23rd, 1924.

Cause No. 2555.

Howard E. Price, et al.	()	IN THE
	()	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
	()	IN EQUITY.
vs.	()	
	()	2555 Chy.
Annie E. Bryan, et al.	()	
	()	

Mr.B.Hackett Turner,

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

You will please issue the writ of subpoena to the Sheriff of Baltimore City, for Raymond C. Bryan, at 12 East Lanvale Street, Baltimore, Maryland, who is said to be residing with a Mrs. Tattersall, and make the same returnable the first Monday in October, 1924.

Harper & Horney
Madison Brown

Sept. 23rd, 1924. Attorneys for Plaintiff.

Subpoena for Respondent
to appear and answer.
Filed Oct. 7th, 1924.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND.

TO

Raymond C. Bryan

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 Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, 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, 1924.
Issued the 23rd day of September, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & 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 October, next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing subpoena was thus endorsed, to wit:
"NoN Est".
John E. Potee,
Sheriff.

Affidavit of Madison Brown
attached to the aforegoing copy
of order of Publication.
Filed Sept. 25th, 1924.

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 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 Madison Brown, who, having first been sworn according to law did depose and say:

My name is Madison Brown. I am an Attorney at Law and reside in Queen Anne's County, Maryland. I am one of the attorneys or solicitors of the complainants in the cause in the Circuit Court for Queen Anne's County, in Equity, numbered 2555 and wherein Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, are the complainants above mentioned and Annie E. Bryan and others are the defendants. I, in conjunction with William R. Horney, who is one of the other attorneys or solicitors of the complainants on the 17th. day of September, 1924, did serve the within and aforegoing copy of order of publication, a copy of the order of publication issued in the cause above on Nina Bryan White, one of the defendants of the cause mentioned above, by reading the same to her in the town of Centreville, Queen Anne's County, Maryland, and the said NiNa Bryan White, on the day mentioned, at the place mentioned, did sign an admission of said service at the foot of said copy in my presence and in the presence of said William R. Horney, and that the name NiNa Bryan White written at the end of the copy of said order of publication following is the handwriting and signature of the said Nina Bryan White and was written in my presance and in the presence of the said William R. Horney.

Madison Brown.

Subscribed and sworn to before me day and year above written.

In witness whereof I hereunto subscribe my name and affix my seal NOTARIAL day aNd year above written.

Notary
Public
Seal.

Bertha G. Durney
Notary Public.

Filed Sept. 25th, 1924.

Affidavit of Wm. R. HorNey
attached to the Copy of
the Order of Publication.

Filed Sept. 25th, 1924.

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 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 William R. Horney - who, having first been sworn according to law did depose and say:

My name is William R. Horney. I am an Attorney at Law and reside in Queen Anne's County, Maryland. I am one of the attorneys or solicitors of the complainants in the cause in the Eircuit Court for Queen Anne's County in Equity, numbered 2555 and wherein Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, are the complainants above mentioned and Annie E. Bryan and others are the defendants. I, in con j unction with Madison Brown, who is one of the other attorneys or solicitors of the complainants on the 17th day of September, 1924, did serve the within and aforegoing copy of order of publication, a copy of the order of publication issued in the cause above on Nina Bryan White, one of the defendants of the cause mentioned above, by reading the same to her in the town of Centreville, Queen Anne's County, Maryland, and the said Nina Bryan White, on the day mentioned, at the place mentioned, did sign an admission on said service at the foot of said copy in my presence and in the presence of said Madison Brown, and that the name Nina Bryan White written at the end of the copy of said order of publication following is the handwriting and signature of the said Nina Bryan White and was written in my presence and in the presence of the said Madison Brown.

William R. Horney

Subscribed and sworn to before me day and year above written.

In witness whereof I hereunto subscribe my name and affix my seal NOTARIAL day and year above written.

Notary
Public
Seal.

Bertha G. Burney
Notary Public.

Filed September 25th,
1924.

Order to Reissue for
Raymond C. Bryan.

Filed Nov. 24th, 1925.

Howard E. Price,	()	In the Circuit Court for
Thomas J. Keating,	()	
J. Frank Harper,	()	Queen Anne's County
Trustees,	()	
versus	()	in Equity.
Annie E. Bryan et, al.	()	Cause No. 2555.

B. H. Turner, Clerk-

Please countermand the subpoena heretofore issued to Balto. City for Annie M. Tattersall.

Please direct the sheriff of Baltimore City, to whom a subpoena has been heretofore issued for Raymond C. Bryan, that he, the said Raymond C. Bryan, can be found each night between 6 and 7 o'clock P.M. at the home of Annie M. Tatterall, 12 East Lanvale St., Balto, City.

Harper & Horney

Madison Brown

Sols. for Plaintiffs.

Petition to amend bill of
complaint by making A.M.
Tattersall a party defendant
to bill.
Filed Nov. 5th, 1924.

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

Howard E. Price. Thomas J. Keating and J. Frank Harper, trustee,	/	Chancery
		Docket -
versus		Cause No.
Annie E. Bryan, Thomas E. Bryan et al.		2555.

To the Honorable, the Judges of said Court:

The petition of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, the plaintiffs of the above cause, unto your Honors respectfully sets forth:

1. That since the date of the filing of their bill of complaint in the above cause their attention has been called to the fact that the mortgage mentioned and described in paragraph 4 of the said bill had at time of filing the bill been by Thomas E. Bryan (one of the mortgageez named in said mortgage and one the defendants hereto) duly assigned unto A.M. Tattersall to the extent of his interest and estate in said mortgage; see assignment of copy of assignemt at foot of "Exhibit No. 1", filed with the bill.

2. That because of said assignment your petitioners are advised that the said A.M. Tattersall is a necessary to said bill.

3. That the said A.M. Tattersall resides in Baltimore City.

Your petitioners therefore pray Your Honors first: to grant them leave to amend their bill of complaint by making the said A.M. Tattersall a party to the said bill of complaint as a defendant and
(second) to grant them the writ of subpoena against the said A.M. Tattersall requiring her to answer the said bill.

And as in duty bound &.,

Harper & Horney

Madison Brown.

Attorneys for the petitioners.

Ordered, on this 5th day of November, in the year nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County in Equity, upon the aforegion petition, that leave be and the same is hereby granted unto the said petitioners to amend their bill of complaint filed in the above cause by making A.M. Tattersall (mentioned in the aforegoing petition) a party defendant to said bill with further leave to the petitioners to make said amendment by interlineation.

And it is further ordered, that the clerk of the court issue in due form the writhof subpoena against the said A,M. Tattersll commanding her to appear in due course and answer the bill of complaint.

Lewin W. Wickes.

Filed Nov. 5th, 1924.

Answer of Annie M, Tattersall.
Filed Nov. 24th, 1925.

Howard E. Price, Thomas J. Keating, and J. Frank Harper, TRUSTEES,	;	In the Circuit Court for Queen Anne's County,
vs.	;	IN EQUITY.
Annie E. Bryan, et al	;	No. _____

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Annie M. Tattersall, one of the defendants in the above entitled cause, respectfully shows:

That she is the assignee of the interest of Thomas E. Bryan of "Mortgage No. 1" mentioned in the Bill of Complaint filed in said cause; that she admits all of the allegations of said Bill as far as her personal knowledge goes to the same; that she consents to the passage of such decree as this Honorable Court may think right and proper in the premises; and that she especially consents to the prayer of relief marked (2) in said Bill of Complaint.

And as in duty bound etc.,

Tolson & Tolson

Solicitors for Annie M. Tattersall.

We, the undersigned, do hereby assent to the matters and things as set forth in the aforegoing answer.

Howard E. Price

Thomas J. Keating

J. Frank Harper

Trustees in the Matter of the
Trust Estate of Annie E. Bryan,
Chancery No. 2467.

Subpoena for Respondent
to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place.

Raymond C. Bryan.

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 December, next, to answer the complaint of Price, Keating & Harper, Trustees, 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 November, 1924.
Issued the 24th day of November, in the year 1924.

B. Hackett Turner, Clerk.

Harper & Horney & Madison Brown.

Solicitor for Complaint.

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 December next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:

"NoN Est".
John E. Potee, Sheriff.

Subpoena for Respondent
to appear and answer.
Filed Nov. 25hh, 1924.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:

TO

THE STATE OF MARYLAND.

A.M. Tattersall,
12 E. Lanvale St.,

OF BALTIMORE CITY, 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 December next, to answer the complaint of Howard E. Price, et al, trustees, 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 November, 1924.

Issued the 5th. day of Nov. iN the year 1924.

B. Hackett Turner, Clerk.

Harper-Horney-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 December next, being the return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:
"Summoned and a copy of the Process left with the defendant".

Fees $0.80 John E. Potee, Sheriff.

Subpoena for Respondent
to appear and answer.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Raymond C. Bryan.
12 E. Lanvale St.,

OF BALTIMORE CITY, 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 December next, to answer the complaint of Howard E. Price, et al, Trustees, 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 November, 1924.
Issued the 5th. day of November iN the year 1924.

B. Hackett Turner, Clerk.

Harper-Horney-Brown.

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 December next, being the Return Day.

B. Hackett Turner, Clerk.

And on the back of the aforegoing Subpoena was thus endorsed, to wit:
"Summoned and a copy of the Process left with the defendant",

John E. Potee,
Sheriff.

Fees $0.80.

Answer of Annie E. Bryan.
Filed Feb. 12th, 1925.

Howard E. Price and others, trustees, plaintiffs	) In The Circuit Court
vs.	) for Queen Anne's County
Annie E. Bryan and others, defendants.	) in Equity.
	Cause No. 2555.

To the Honorable, the Judges of the said Court:

The answer of Annie E. Bryan to the bill of complaint of Howard E. Price and others, trustees, against her and others in the above cause exhibited.

This respondent admits the matters and things set forth in the bill of complaint of the plaintiffs to be true and she consents hereby to the passage of such decree as may be right and proper.

And as in duty bound, etc. Annie E. Bryan.

Filed Mar. 21st, 1925.Petition for order to take Bill of Complaint pro confesso as against Raymond C. Bryan.

Decree PromConfesso.
against Raymond C. Bryan.
Filed March 21st, 1925.

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

Howard E. Price, et al., Trustees, plaintiffs.	In the Circuit Court for
vs.	Queen Anne's County,
Annie E. Bryan, et al., defendants.	In Equity.
	Cause No. 2555.

Raymond C. Bryan, one of the defendants to the Bill of Complaint filed in the above cause, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto according to the exigency of the writ,

It is thereupon, on this 21st day of March, nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against the said Raymond C. Bryan.

And it is further ordered that testimony be taken before one of the standing examinars of this Court in support of the allegations of the bill.

And it is further ordered that leave to take said testimony before J. H. C. Legg, of said County, as special examiner be and the same is hereby given, in the event that Charles E. Tucker, one of the regular examiners of the Court will be unable to act as said examiner when said testimony shall be desired to be taken because of illness, it appearing that Madison B. Bordley, the other regular examiner of the Court has appeared in the case as attorney for the Centreville National Bank of Maryland, one of the defendants.

Lewin W. Wickes.

Petition for order to take Bill of Complaint pro confesso as against Thomas E. Bryan.
Filed March 21st, 1924.

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

Howard E. Price, et al., Trustees, plaintiffs.	In the Circuit Court for
vs.	Queen Anne's County
Annie E. Bryan, et al., defendants.	In Equity.
	Cause No. 2555.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Howard E. Price, Thomas J. Keating and J. Frank Harper, plaintiffs, unto Your Honors, respectfully sets forth:

1. That Thomas E. Bryan is one of the defendants named in the Bill of Complaint filed in the above cause.

2. That on the twenty ninth day of August, 1924, the clerk of this Court issued a subpoena against the said Thomas E. Bryan requiring him to answer said Bill of Complaint, within fifteen days from the first Monday in October, 1924, and said subpoena was duly served by the sheriff of Queen Anne's County on the said Thomas E. Bryan and was returned to and filed by said clerk in the above cause October 6, 1924.

3. That up to this day, to wit: the 21st day of March, 1925, the said Thomas E. Bryan has not appeared in this Court in answer to said subpoena either in propria per sona or by solicitor.

4. That up to this twenty first day of March no answer to said Bill of Complaint has been filed by or on behalf of the said Thomas E. BryaN.

5. That your petitioners are advised that they are entitled to obtain and order of this Honorable Court that their Bill of Complaint be taken pro confesso as against the said Thomas E. Bryan.

6. Your petitioners therefore pray Your Honors to pass an order that their said bill be taken pro confesso as against the said Thomas E. Bryan.

Respectfully submitted:

Harper & Horney

Madison Brown
Solicitors for petitioners.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby certify that there has been no appearance for or on behalf of Thomas E. Bryan in the above cause and that there has been no answer filed by him or on his behalf to this date.

March 21st, 1925.

B. Hackett Turner
Clerk.

Filed March 21st, 1925.

Decree pro Confesso
against Thomas E. Bryan.
Filed March 21st, 1925.

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

Howard E. Price, et al., Trustees, plaintiffs.	In the Circuit Court for Queen Anne's County,
vs.	In Equity.
Annie E. Bryan, et al., defendants.	Cause No. 2555.

Thomas E. Bryan, one of the defendants to the Bill of Complaint filed in the above cause, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto according to the exigency of the writ,

It is thereupon, on this 21st day of March, nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, In Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against the said Thomas E. Bryan.

And it is further ordered that testimony be taken before one of the standing examiners of this Court in support of the allegations of the bill.

And it is further ordered that leave to take said testimony before J. H. C. Legg, of said County, as special examiner be and the same is hereby given, in the event that Charles E. Tucker, one of the regular examiners of the Court will be unable to act as said examiner when said testimony shall be desired to be taken because of illness, it appearing that Madison B. Bordley, the other regular examiner of the Court, has appeared in the case as attorney for the Centreville National Bank of Maryland, one of the defendants.

Lewin W. Wickes.

Disclaimer of Thomas E. Bryan.
Filed March 25th, 1925.

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

Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, versus	Chancery Docket Cause No. 2555.
Annie E. Bryan, Thomas E. Bryan et al.	

To the Honorable, the Judges of said Court:

The answer of Thomas E. Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, against him and others in this cause exhibited.

That on the 16th day of August, 1924, this respondent did assign unto A.M. Tattersall, all his right, title and estate in and to the sum of $1113.49 2/3 secured by the mortgage referred in the bill of complaint as "Exhibit No. 1" as will appear by reference to the copy of the assignment included in said exhibit as part thereof and therefore he has no interest or estate in the said mortgage and the sum so secured thereby.

That this defendant does disclaim all right, title, interest and estate in the said mortgage and the said sum secured thereby unto him but by him assigned as above set forth and he also disclaims any interest in the subject matter of the bill of complaint.

And this respondent prays to be hence dismissed with his costs.

Thomas E. Bryan.

Answer of Albert William Bryan.
Filed March 25th, 1925.

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

Howard E. Price et al.. plaintiffs,	)	Cause No.
versus	)	
Annie E. Bryan et al... defendants.	)	2555....
	)	

To the Honorable, the Judges of said Court;

The answer of Albert W. Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating, and J. Frank Harper, trustees, plaintiffs, against him and others in above cause exhibited.

1. That as will appear by reference to the mortgage referred to in the bill of complaint as "Mortgage No. 1" or "Exhibit No. 1" this respondant is entitled to the sum of $1113.49 2/3 secured by said mortgage payable at the death of Annie E. Bryan named in said bill.

2. That this respondent is willing and hereby agrees:

FIRST:

That the said suf of $1113.49 2/3 shall be paid out of the proceeds of the sale mentioned in said bill of complaint to a trustee to be appointed by this Court for the purpose to receive said sum and that said mortgage shall be released of and from the interest and estate therein of this respondent by said trustee, as prayed for in pray No. 1 of the bill;

SECOND:

that there shall be awarded and paid unto the plaintiffs out of said sum when in hands of said trustee, in lieu of the life estate therein of the said Annie E. Bryan, a sum of money equal to one-fourth (1/4) but no more of the whole sum so secured by said mortgage unto this respondent ($1113.49 2/3) but with the understanding that the remainder of said sum, to wit: three-fourths (3/4) thereof, shall at same time be awardded and paid unto this respondent without awaiting the death of the the said Annie E. Bryan.

THAT to this end this respondent admits the matters and things set forth in the bill of complaint to be true and consents to the passage of the decree prayed for by prayers 1 and 2 of the bill of complaint, and to the passage of such other decree as may be necessary to carry out the agreement herein contained, the rights of this respondent to be protected by by said decree.

Respectfully submitted,

Albert William Bryan.

The change from three-tenths first above made to one-fourth and the change from seven-tenths next above made to three-fourths is hereby agreed to.

Harper & Horney	)	Attys. for
	)	
Madison Brown.	)	Plaintiffs.

We, the undersigned, do hereby assent to the agreement of Albert W. Bryan as set forth in the within and aforegoing answer.

Howard E. Price.

Thos. J. Keating.

J. Frank Harper

Trustees in the Matter of the
Trust Estate of Annie E. Bryan
Chancery No. 2467.

Answer of Nina E. White.
Filed March 25th, 1925.

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

Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, versus Annie E. Bryan, Nina E. White and others.....	Chancery Cause No. 2555.....

To the Honorable, the Judges of said Court;

The answer of Nina E. White to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, against her and other in the above cause exhibited.

1. That as will appear by reference to the mortgage referred to the bill of complaint as "Exhibit NO. 1" this respondent is entitled to the sum of $1113.49 2/3) secured by said mortgage, and payable to this respondent at the death of Annie E. Bryan, her mother.

2. That this respondent is willing and hereby agrees

(first) that said sum of $1113.49 2/3 shall be paid out of the proceeds of the sale mentioned in the bill of complaint unto a trustee to be appointed by this Honorable Court and that said mortgage shall be released of the said interest therein of this respondent by said trustee, as prayed for in prayer 1 of the said bill;

(second) that this respondent is not willing that any part of the said sum which she will be entitled to receive in the death of Annie E. Bryan, her mother, shall be paid unto the plaintiffs in lieu of the life estate of the said Annie E. Bryan in the whole sum but desires to receive the whole of said sum on the death of her mother.

That she respectfully suggests to the court that a trustee be appointed to invest the sum to which she is entitled for and during the life of her mother so that the income from the investment may be paid to the plaintiffs as assignees of her mother for the term of the life of her mother.

The principle to be paid by the trustees unto this respondent on the death of her mother.

And this respondent hereby consents to the passage of such decree as may be necessary to carry out her agreement as herein contained.

Respectfully submitted,

Nina Bryan White

J. St. Paul White.

I hereby respectfully suggest to the Court as trustees to be appointed as above set forth, J. Frank Harper and Howard E. Price or either of them.

We, the undersigned, do hereby assent to the agreement of Nina E. White as set forth in the within and aforegoing answer.

Howard E. Price.

Thos. J. Keating.

J. Frank Harper
Trustees in the Matter of the Trust Estate of Annie E. Bryan.
Chancery No. 2467.

Answer of Preston R. Anderson and Howard Price Bryan.
Filed March 25th, 1925.

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

Howard E. Price et al.. trustees, versus Annie E, Bryan, Thomas E. Bryan, Howard Price Bryan et al.....	Chancery Docket, Cause No. 2555.....

To the Honorable, the Judges of said Court:

The joint and several answer of Preston R. Anderson and Howard Price Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, against them and others in the above entitled cause exhibited.

1. That by the mortgage referred to the bill of complaint as "Exhibit N o. 1" there is secured unto the said Howard Price Bryan the sum of $1113.49 2/3 payable at the death of said Annie E. Bryan.

2. That by way of mortgage referred to in the bill as "Exhibit No. 4" the said Howard Price Bryan, to secure a debt therein described, did assign the said sum of $1113.49 2/3 and said mortgage referred to as "Exhibit No. 1" unto certain parties who hav e since assigned said mortgage referred to as "Exhibit No. 4" unto the said Preston R. Anderson.

3. That the debt secured by said mortgage or "Exhibit No. 4" remains at this time unpaid.

4. That these respondents are willing and do hereby agree

FIRST: that the said sum of $1113.49 2/3 shall be paid out of the proceeds of the sale mentioned in the bill of complaint unto a trustee to be appointed by this Honorable Court to receive said payment and that said mortgage No. 1 shall be released of the interest therein of these respondents by said trustee, as prayed for in prayers 1 and 2 of the bill of complaint.

SECOND: that there shall be paid out of said sum of $1113.49 2/3 when in the hands of the trustee mentioned unto the plaintiffs, in lieu of the life estate of said Annie E. Bryan, in said sum, a sum of money equal to one-fourth of the said sum of $1113.49 2/3 but no more, and with the understanding that the balance of said sum, to wit: the remaining three-fourths shall at the same time be awarded and paid unto the said Preston R. Anderson to be applied by him as a credit on the debt due to him by mortgage No. 4 without awaiting the time of the death of said Annie E. Bryan.

5. That to that end these respondents admit the matters and things set forth in the bill of complaint to be true and hereby consent to the passage of the decree prayed for in prayers 1 and 2 of the bill of complaint or to the passage of such decree as may be necessary to carry out the agreement herein contained.

Respectfully submitted,

Howard Price Bryan

Preston R. Anderson.

The change first above made from three tenths to one fourth and the change next above made from seven tenths to three fourths is hereby agreed to.

Harper & Horney) Plaintiffs
) for ?
Madison Brown) Attorneys.
)

We, the undersigned, do hereby assent to the agreement of Preston R. Anderson and Howard Price Bryan as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees in the Matter of the
Trust Estate of Annie E. Bryan.
Chancery No. 2467.

Answer of R. Glen King.
Filed March 25th, 1925.

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

Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, — Cause No.

versus

Annie E. Bryan, Thomas E. Bryan, R. Glen King and others. — 2555.

To the Honorable, the Judges of said Court;

The answer of R. Glen King, to the bill of complaint of Howard E. Price and others, trustees, plaintiffs, against him and others in the above cause exhibited.

1. That in accordance with the allegations of paragraph 20 of the said bill of complaint this respondent is entitled to receive at the death of said Annie E. Bryan the sum of $1113.49 2/3 secured by the mortgage referred to in said bill as "Exhibit No. 1" unto Helen M. King.

2. That this respondent is willing and hereby agrees

First:

that the said sum shall be paid out of the proceeds of the sale mentioned in the said bill of complaint unto a trustee to be appointed by this Honorable Court to receive payment of said sum and that said mortgage securing the said sum shall be released by the said trustee, in accordance with prayers 1 and 2 of the bill; and

Secondly:

that there shall be awarded and paid unto the plaintiffs of this cause out of said sum of money when in the hands of the trustee~~s~~ mentioned, in lieu of the life estate of the said Annie E. Bryan in said sum, a sum of money equal to one-fourth of the said sum, but no more, and with the understanding that at the time of said payment and allowance to the plaintiffs hereof there shall be paid unto this respondent the remaining three-fourths of said sum of money without awaiting the time of the death of the said Annie E. Bryan.

That to that end this respondent hereby admits the matters and thins set forth in the bill of complaint to be true and consents hereby to the passage of the decree prayed for in prayers 1 and 2 of the bill or to the passage of such other decree as may be necessary to carry out this agreement in this answer contained.

Respectfully submitted,

R. Glen King,

In his own right.
and as Executor.

The change first above made from three-tenths to one-fourth and the change next above made from seven-tenths to three-fourth are hereby agreed to.

Harper & Horney) Attys. for
) Plaintiffs.
Madison Brown.)

We, the undersigned, do hereby assent to the agreement of R. Glenn King as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating.

J. Frank Harper
Trustees in the Matter of the
Trust Estate of Annie E. Bryan,
Chancery No. 2467.

Answers of the Centreville
National Bank of Maryland and
The Queen Anne's National Bank
of Centreville,
Assignees of Raymond C. Bryan.
Filed March 25th, 1925.

Howard E. Price, et al., Trustees, PLAINTIFFS.	()	In the Circuit Court for Queen Anne's County,
vs.	()	in Equity.
Annie E. Bryan, et al., DEFENDANTS.	()	Cause No. 2555.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of The Centreville NatioNal Bank of Maryland, by Madison B. Bordley, its Attorney and The Queen Anne's National Bank of Centreville, by H.B.W. Mitchell, its Attorney, to the Bill of Complaint of Howard E. Price, et al., Trustees, Plaintiffs, against them and others in the above cause in this Court exhibited:

1. That by mortgage referred to in the said Bill of Complaint as "Exhibit NO. 1", there is secured unto Raymond C. Bryan, mentioned in the Bill of Complaint, the sum of $1133.49 2/3 payable at the death of the said Annie E. Bryan.

2. That the said Raymond C. Bryan did assign said sum and the said mortgage so securing the same by way of another mortgage referred to in said Bill of Complaint as "Exhibit No. 2" uNto the said Annie E. Bryan who did later assign said mortgage so referred to as " Exhibit No. 2" unto the said The Centreville National Bank of Maryland, and that the debt or sum secured by said mortgage referred to as "Exhibit No. 2" now remains unpaid.

3. That the said Raymond C. Bryan did assign said sum of $1113.49-2/3 and the mortgage securing the same by way of another mortgage referred to in said Bill of Complaint as "Exhibit No. 3" unto the said Annie E. Bryan who later did assign said mortgage referred to in said Bill of Complaint as "Exhibit No. 3" unto the said The Queen Anne's National Bank of Centreville; that said mortgage so referred to in said Bill of Complaint as "Exhibit No. 3" is second in lien to the said mortgage so referred to in said Bill of Complaint as "Exhibit No. 2", and that the debt secured by the mortgage referred to as "Exhibit No. 3" remains unpaid.

4. That the said respondents are willing and hereby agree that the said sum of $1113,49-2/3 shall be paid out of the proceeds of the sale mentioned in said Bill of Complaint and that a trustee shall be appointed by this Honorable Court to receive payment of said mortgage referred to in the Bill of Complaint as "Exhibit No. 1" and to release the same of said interest therein of these respondents as prayed in prayer No. 1 of the Bill of Complaint.

5. That these respondents are willing and hereby agree that there shall be awarded unto the Plaintiffs out of said sum of $1113.49-2/3 when the same shall have been received by the trustee to be appointed to receive the same, in lieu of the life estate in the whole sum of the said Annie E. Bryan, a sum of money equal to one-fourth (but no more) of the whole sum but with the understanding that the remainder of the whole sum, to wit: three-fourths thereof, shall at the same time be paid and awarded unto The Centreville National Bank of Maryland to be applied by it as a credit on the indebtedness of the said Raymond C. Bryan under the mortgage referred to in the Bill of Complaint as "Exhibit No. 2" without awaiting the death of the said Annie E. Bryan.

6. That to that end these respondents admit the matters and things set forth in the Bill of Complaint to be true and do hereby consent to the passage of the decree prayed for in prayers Nos. 1 and 2 of the said Bill of Complaint and to the passage of such other decree as may be necessary to carry out the agreement herein contained, the several rights of these respondents in the mortgage referred to as aforesaid as "Exhibit No. 1" to be protected by the decree in the proceeds of the collection of said mortgage.

And as in duty bound, etc.

Madison B. Bordley
Attorney for The Centreville National Bank of Maryland.

H.B.W. Mitchell
Attorney for The Queen Anne's National Bank of Centreville.

Petition of Plaintiffs for permission to file answer of Raymond C. Bryan and Order of Court thereon.

Filed Apr. 4th, 1925..

Howard E. Price, et al., Trustees,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
Annie E. Bryan, et al.	Cause No. 2555.

To the Honorable, the Judges of said Court:

The Petition of the Plaintiffs, by William R. Horney and Madison Brown, their Attorneys, unto your Honors respectfully set forth:

1. That no final decree has been passed in this cause, but a decree pro confesso has heretofore been passed in this cause against Raymond C. Bryan, one of the Defendants, who, while summoned, had not appeared, nor answered.

2. That by the decree pro confesso testimony was ordered to be taken to support the allegations of the Bill of your Petitioners.

3. That since said decree pro confesso was passed the said Raymond C. Bryan has signed and delivered unto the Attorneys of your Petitioners an answer to be filed in this cause which is in every way satisfactory to your Petitioners and which, admitting the essential allegations of the Bill, consents to the passage of a decree to contain the principal relief sought by the Bill.

4. That since the said answer so consents to the passage of the decree prayed for, it, the said answer, obviates the necessity of taking testimony to support the allegations of the Bill, if the same is allowed to be filed.

5. That the decree pro confesso was passed at the instance of your Petitioners, for their benefit, and to allow them to take the testimony mentioned, and because the answer is of the nature mentioned above, the decree pro confesso is no longer necessary.

Your petitioners therefore pray your Honors to pass an order.

(1) permitting the answer to be filed.

(2) releiving them from the necessity of taking testimony under the said decree pro confesso.

(3) vacating the said decree pro confesso.

(4) and granting them whatever relief their case may require.

And as in duty bound, etc.

Wm. R. Horney

Madison Brown
Attorneys for Plaintiffs.

HOWARD E. PRICE ET AL, TRUSTEES # IN THE CIRCUIT COURT FOR

VS # QUEEN ANNE'S COUNTY.

ANNIE E. BRYAN ET AL # IN EQUITY. CAUSE NO. 2555.

ORDER OF COURT.

It is ordered this 6th day of April, in the year nineteen hundred and twenty-five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Raymond C. Bryan, one of the defendants in this cause, be and he is hereby given permission to file his answer to the plaintiff's bill.

Filed Apr. 7th, 1925. Lewin W. Wickes.

Answer of Raymond C. Bryan.
Filed Apr. 7th, 1925.

In the Circuit Court for Queen Anne's County in Equity. ()
()
Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, () Chancery
() Cause No..
versus () 2555.....
Annie E. Bryan, Raymond C. Bryan and others..... ()
()

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Raymond C. Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, against him and others in the above cause exhibited.

1. That as will appear by reference to the mortgage referred to the bill of complaint as "Exhibit No. 1" this respondent is entitled to the sum of $1113.49 2/3, secured by said mortgage, and payable to this respondent at the death of Annie E. Bryan, his mother.

2. That this respondent is willing and hereby agrees

(first) that said sum of $1113.49 2/3 shall be paid out of the proceeds of the sale mentioned in the bill of complaint unto a trustee to be appointed by this Honorable Court and that said mortgage shall be released of the said interest therein of this respondent by said trustee, as prayed for in prayer 1 of the said bill;

(secondly) that there shall be awarded and paid unto the plaintiffs of this cause out of said sum of money when in the hands of the trustee mentioned, in liew of the life estate of the said Annie E. Bryan in said sum, a sum of money equal to one-fourth of the said sum but no more, and with the understanding that at the same time of said payment and allowance to the plaintiffs hereof there shall be paid unto Centreville National Bank, assigned, this respondent, the remaining three-fourths of said sum of money without awaiting the time of the death of the said Annie E. Bryan.

That to that end this respondent hereby admits the matters and things set forth in the bill of complaint to be true and consents hereby to the passage of the decree prayed for in prayers 1 and 2 of the bill or to the passage of such other decree as may be necessary to carry out this agreement in this answer contained.

Respectfully submitted,

Raymond C. Bryan.

We, the undersigned, do hereby assent to the agreement of Raymond C. Bryan, as set forth in the within and aforegoing answer.

Howard E. Price.

Thos. J. Keating.

J. Frank Harper
Trustees in the Matter of the
Trust Estate of Annie E. Bryan,
Chancery No. 2467.

DECREE.
Filed April 11th, 1925.

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

Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees,.....plaintiffs.	()	Cause No. 2555.....
vs.	()	
Annie E. Bryan, Thomas E. Bryan and others.....defendants.	()	

The above cause standing ready for hearing and being submitted without argument the bill of complaint, answers and all the other proceedings were read and considered.

It is thereupon on this 8th day of April, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, adjudged, ordered and decreed, that Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees of the Estate of Annie E. Bryan, under a deed of trust from her mentioned in the bill of complaint, plaintiffs of the above cause, are entitled to pay out of the proceeds of the sale of the farm called "Chester" made by them as set forth in paragraph 10 of the bill of complaint the mortgage on said farm called in the bill of complaint exhibit No. 1., dated the first day of november, in the year 1917, and recorded in Liber W.F.W. No. 11, folios 164 etc., a land record book of Queen Anne's County, made by the said Annie E. Bryan for the following purposes, to wit:

(a)	To secure unto Thomas E. Bryan	the sum of $1113.49-2/3
(b)	To secure unto Raymond C. Bryan	the sum of $1113.49-2/3
(c)	To secure unto Helen M. King	the sum of $1113.49-2/3
(d)	To secure unto Howard Price Bryan	the sum of $1113.49-2/3
(e)	To secure unto Nina E. White	the sum of $1113.49-2/3
(f)	To secure unto Albert W. Bryan	the sum of $1113.49-2/3

And by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, it is further adjudged, order and decreed, as follows, to wit:

1. That William R. Horney, of said County, be and is hereby appointed a trustee to receive of the plaintiffs payment of said mortgage and of the several sums of money secured thereby.

2. That before the said William R. Horney shall proceed to act as said trustee, he shall first file with the Clerk of said Court a bond to the State of Maryland to be executed by himself and a surety or sureties to be approved by this Court or by said Clerk in the penalty of thirteen thousand dollars ($13,000.00), if the surety or sureties shall be two persons, and in the penalty of seven thousand dollars ($7,000.00) if the surety shall be a corporation engaged in the surety business authorized by law to become sole surety on bonds of trustees, 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.

3. That upon the payment by the plaintiffs unto the said trustee of each sum so secured by said mortgage, and not before, he, the said William R. Horney, as trustee, by a proper release, shall release the said land called "Chester" unto the said J. William Keith from the lien and operation of said mortgage and from the claims thereunder of the said mortgagees and of all persons claiming by, through or under them; that said release shall operate as a release of said mortgage in the same manner and as fully and effectually as if made by the said mortgagees or persons claiming by, through and under them.

4. That the said trustee, on receipt by him of the sum secured by said mortgage unto Thomas E. Bryan shall hold the same until the present value of the life estate of the said Annie E. Bryan in the whole sum can be ascertained and when the same has been ascertained the Court will direct the payment out of the whole sum unto the plaintiffs of the present value of said life estate and will direct the payment of the balance of the whole sum unto

the defendant, Annie M. Tattersall, assignee of the said Thomas E. Bryan, in accordance with the agreement contained in the answer of the said Annie M. Tattersall filed herein and the ascent thereto of the plaintiffs.

5. That the said trustee, on receipt of the sum secured by said mortgage unto Raymond C. Bryan shall forthwith pay thereout unto the plaintiffs one-fourth of said sum and unto the Centreville National Bank of Maryland (assignee of the said Raymond C. Bryan) three-fourths of said sum in accordance with the agreement contained in the answers filed herein of the said Raymond C. Bryan, the said The Centreville National Bank of Maryland and the Queen Anne's National Bank of Centreville (a second assignee of the said Raymond C. Bryan) and the ascent thereto of the plaintiffs.

6. That the said trustee, on receipt by him of the sum secured by said mortgage unto Helen M. King shall forthwith pay thereout unto the plaintiffs one-fourth of said sum and unto the said R. Glenn King (assignee of the interest in said mortgage of the said Helen M. King under her will) three-fourths of said sum in accordance with the agreement of the answer filed herein of the said R. Glenn King and the ascent thereto of the plaintiffs.

7. That the said trustee on the receipt by him of the sum so secured by said mortgage unto Howard Price Bryan shall forthwith pay thereout unto the plaintiffs one-fourth of the said sum and to Preston R. Anderson, (assignee of the interest in said mortgage of the said Howard Price Bryan) three-fourths of said sum in accordance with the agreement contained in the answers of the said Howard Price Bryan and the said Preston R. Anderson filed herein and the ascent thereto of the plaintiffs.

8. That the said trustee on the receipt by him of the sum so secured by said mortgage unto Nina E. White shall retain the same for investment thereof under the order of this Court for the benefit of the plaintiffs for the lifetime of Annie E. Bryan and at her death for payment unto the said Nina E. White in accordance with her agreement contained in her answer filed herein and the ascent thereto of the plaintiffs.

9. That the said trustee on the receipt by him of the sum so secured by said mortgage unto Albert W. Bryan shall forthwith pay thereout unto the plaintiffs one-fourth of said sum and unto the said Albert W, Bryan three-fourths of said sum in accordance with the agreement contained in the answer of the said Albert W. Bryan filed herein and the ascent thereto of the plaintiffs.

10. That the said trustee, after the receipt by him of the sum of money so secured by said mortgage unto Thomas E. Bryan shall take such step before Madison B. Bordley, Special Auditor of this Court, as may be necessary for the purpose of ascertaining the present value of the life estate of the said Annie E. Bryan in the whole sum.

11. That the said trustee shall within a reasonable time after the payment to him of the several sums so secured by said mortgage return to this Court a full and particular account of his transactions under this decree.

12. That the costs of the proceedings of this cause shall be paid by the plaintiffs out of the estate in their hands of the said Annie E. Bryan under her deed of trust to them and that the costs of the bond required by this decree of the said William R. Horney shall be considered a part of the costs of these proceedings if said bond shall be obtained of a surety company becoming surety on such bonds.

Lewin W. Wickes.

Filed April Eleventh, 1925.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO Wit; Be it remembered that on the twentieth day of April, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, 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, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand dollars ($7,000.00) 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, 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 April, in the year nineteen hundred and twenty five.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the eighth day of April, in the year nineteen hundred and twenty five, and passed in a cause in said Court entitled Howard E. Price, et al, trustees, vs. Annie E. Bryan et al, being Cause No. 2555 on the Chancery Docket of said Court, the said William R. Horney was appointed Trustee to receive payment of and to release the mortgage from the said Annie E. Bryan to Thomas E. Bryan et al, bearing date the first day of November nineteen hundred and seventeen and recorded in Liber W.F.W. No. 11, folios 164 etc, a land record book for Queen Anne's County, Maryland, and to administer the trust reposed in him by said decree so as aforesaid passed in said Chancery Cause No. 2555.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William R. Horney do and shall well and faithfully perform the trust reposed in him by the said decree, or that may be reposed in him by any future decree or order of the Circuit Court for Queen Anne's County in Equity, in the premises, then the above obligation to be void; otherwise it is to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Frances E. Derwart.

Seal's Place.

William R. Horney. (SEAL)
UNITED STATES FIDELITY AND GUARANTY COMPANY.
By J. Frank Harper.
Its attorney in fact.

Attest: Frances E. Derwart.

And on the back of the aforegoing bond was thus endorsed, to wit:-
Security approved and Bond filed Apr. 20th. 1925.
B. Hackett Turner, Clk.

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 144 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 20th. day of April, in the year 1925.

Seal's Place.

B. Hackett Turner, Clerk.

Petition of madison Brown to have paragraph No. 9, of decree awardiNg money to Albert W. Bryan so altered and revised that said sum can be paid to him as the assignee of Albert W . Bryan.
-Filed May 4th, 1925.

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

Howard E. Price, Thomas J. Keating, J. Frank Harper, trustees,	
versus	Cause No. 2555.
Annie E. Bryan, Thomas E. Bryan, et al.,	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Madison Brown unto Your Honors respectfully sets forth:

That the decree passed in the above cause on April 8th, 1925, has not been enrolled.

That by said decree William R. Horney, trustee named therein, is directed to pay unto Albert W. Bryan three-fourths of the sum of $1113.49-2/3 (by a mortgage mentioned in the proceedings in said cause from Annie E. Bryan to said Albert W. Bryan, dated November 1st, 1917 and recorded in Liber W. F. W. No. 11, folio 164 etc. a land record book of said County), as an immediate payment in lieu of the payment of the whole sum after the death of the said Annie E, Bryan in accordance with the terms of said mortgage.

That the said Albert W. Bryan by a deed of assignment made after suit was instituted and dated February 7th, 1925, filed for record among the land record books of Queen Anne's County aforesaid, and a copy of which is filed herewith as part hereof assigned said mortgage unto the said Madison Brown, who, however, was not made a party to said cause and decree, but who, by reason of said assignment, is entitled to receive of the said William R. Horney, trustee as aforesaid, the sum of money by said decree directed to be paid to the said Albert W. Bryan.

Your petitioner therefor prays Your Honors to pass an order altering and revising the said decree of April 8th, in such a manner that said sum so directed to be paid to the said Albert W, Bryan shall be paid unto your petitioner as his assignee.

Respectfully submitted,

Madison Brown.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:
I hereby certify that on this fourth day of May, in the year nineteen hundred and twenty five, beforeme, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named petitioner 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.

B. Hackett Turner
Clerk of the Circuit Court.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, plaintiffs of said cause described and mentioned in the aforegoing petition do hereby agree that the court shall pass an order altering and revising the decree of April 8th, 1925, in such manner as to direct the sum therein directed to be paid to Albert W. Bryan shall be paid unto the said Madison Brown, the petitioner, as his assignee,

Howard E. Price

Thos. J. Keating

J. Frank Harper
Trustees.

On this 4th day of May, in the year nineteen hundred and twenty five, on the aforegoing petition and consent of the plaintiffs in the above cause it is hereby adjudged, ordered and decreed that Paragraph No. 9, of the decree of this Court passed in the above cause on April 8th, 1925, be and the same is hereby altered and revised so that Madison Brown, the petitioner, shall receive the one-fourth of $1113.49-2/3 by said paragraph No. 9, of said decree directed by said decree to be paid unto Albert W. Bryan and it is further adjudged, ordered and decreed that William R. Horney, trustee named in said decree, be and he is hereby directed to pay unto the said Madison Brown, the sum of money by paragraph No. 9 of said decree, directed to be paid unto the said Albert W. Bryan.

Filed May 7th, 1925. Lewin W. Wickes

Deed of Assignment.
Filed May 4th, 1925.

THIS DEED OF ASSIGNMENT, made this seventh day of February, in the year nineteen hundred and twenty five, by and between Albert W. Bryan, of Paris, France, but at this time temporarily residing in Queen Anne's County, State of Maryland, party of the first part and Madison Brown, of last named place, party of the second part.

WITNESSETH: that in order to secure unto the said party of the second part, the sum of seven hundred fifty dollars, loaned unto the party of the first part, the said Albert W. Bryan does hereby assign, transfer, grant and convey unto the said Madison Brown, his executors, administrators and assigns, all the right, title, interest and estate of him, the said Albert W. Bryan, in, to and of,

FIRST: the mortgage from Annie E. Bryan to said Albert W. Bryan, dated November 1st., 1917, and recorded in Liber W.F.W. No. 11, fols. 164, land record book of said County, made to secure the payment unto the said Albert W. Bryan of the sum of $1113.49-2/3;

SECOND: The mortgage from the said Annie E. Bryan to the said Albert W. Bryan, dated November 1st., 1917, and recorded in the same land record book on folio 165, made to secure the payment unto the said Albert W. Bryan of the sum of $1033.83-1/3;

THIRD: The land and property described in the said mortgages;

FOURTH: The said debts secured by the said mortgages unto the said party of the first part.

IN WITNESS WHEREOF; The said party of the first part does hereunto affix his name and seal, day and year above written.

TEST: (Signed) Albert W. Bryan (Seal)

James McK, Tilghman.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:

I hereby certify that on this seventh day of February, in the year nineteen hundred and twenty five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Albert W.. Bryan, above named assignee, and he did acknowledge the aforegoing DEED OF ASSIGNMENT to be his act.

(Signed) James 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 the original filed and now remaining in the office of the Clerk of the Circuit Court for Queen Anne(s County. Original filed May 4th, 1925.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court May 4th, 1925.

Seal's Place.

B. Hackett Turner, Clerk.

No. 2576 Chancery.

Queen Anne's County, to wit: Be it remembered that on the twelfth day of December, in the year nineteen hundred and twenty five, the following Bill of Complaint was filed for record, to wit:

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

Bertha B. Smith and John C. Smith, her husband Harry Barton and Bessie Barton, his wife	Chancery
versus	Cause
Albert Barton and Lizzie Barton, his wife, and George Lehman Barton.	No. 2576.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

1. That heretofore a certain Sarah C. Benton, late of Queen Anne's County, was in her lifetime seized and possessed of a lot or parcel of land now called or known as "The George Barton Property", situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, on the road from Double Creek Methodist Episcopal Church (or McGinnes's Corner) to Duhamel's (or Murdoch's) Corner, adjoining the lands of John or George Squires, Lemuel McGinnes and Matthew Hynson and containing eighteen acres of land, more or less, and being the same land described in the deed to the said Sarah C. Barton from William McGinnes and Mary E. McGinnes, his wife, by deed dated September 3, 1884, and recorded in Liber S. C, D. No. 5, folios 242 &c., a land record book of said County.

2. That being so seized and possessed of said land the said Sarah C. Benton departed this life some years ago intestate, leaving surviving her, as her only heirs ar law, four children, to wit: the said Bertha B. Smith (then Bertha B. Barton) and the said Harry Barton, plaintiffs, hereto, Albert Barton and George Lehman Barton, defendants hereto.

3. That the said Bertha B. Smith is now the wife of John C. Smith, one of the plaintiffs hereof; that the said Harry Barton has a wife by the name of Bessie Barton who is also a plaintiff hereof; that the said Albert Barton has a wife by the name of Lizzie Barton, a defendant hereto and they both reside in Baltimore City, in the State of Maryland.

4. That the said George Lehman Barton is a non resident of the State of Maryland, if he is now living and a resident of one of the western or middle western states, but it is not known unto your orators whether he is living or dead for her has not been heard of since some time in the year 1918.

5. That your orators, Bertha B. Smith and Harry Barton, and the defendants, Albert Barton and George Lehman Barton are now each seized and possessed in fee of one undivided fourth part of said land.

6. That said land can not be divided among the parties thereto and owning the same as set forth in the preceding paragraph according to the respective interests therein without loss or injury to them.

7. That your orators are entitled to have the said land sold under a decree of this Honorable Court and a division of the money arising from said sales had among the parties entitled to and owning said land as above set forth according to their respective rights.

8, To the end therefore:

First: That a decree may be passed for the sale of the lot of land above mentioned and described.

Second: That the proceeds of said sale may be distributed between your orators, the said Bertha B. Smith and Harry Barton and the defendants, Albert Barton and George Lehman Barton, according to their respective rights and interests therein.

Third: 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 Albert Barton and lizzie Barton, his wife, residing in Baltimore City, State of Maryland, commanding them to be and appear in this Court at some certain date, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein; and may it also please your Honors to grant unto your orators an order of publication giving notice to the said George Lehman Barton, who is a non-resident of the State of Maryland, as before stated, of the substance and object of this bill and warning them to appear in this court in person or by solicitor, on or before a certain day to answer the premises, and show cause, if any he has, why a decree ought not to pass as prayed.

And as in duty bound &c.

Filed Dec. 12th, 1924.

Madison Brown
Solicitor for Plaintiffs.

Order of Publication.
and copy Advertisement
Order of Publication.
Filed Dec. 12th, 1925.

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

Bertha B. Smith and Harry Barton, et. al. versus Albert Barton and George Lehman Barton, et. al.	Cause No. 2576.

ORDER OF PUBLICATION.

The object of this suit is to procure a decree for the sale of certain land in Queen Anne's County, Maryland, of which Sarah C. Barton, deceased, died, seized and possessed for partition of the proceeds of sale among her heirs at law.

The bill states that the said Sarah C. Barton, now dead, died intestate, seized of a lot of land now called "The George Barton Property" situate in the Seventh Election District of Queen Anne's County, described in the deed to her from William McGinnes, dated September 3, 1884, and recorded in Liber S. C. D. No. 5, folio 244, land record of said county; that she left as her only heir at law four children, Bertha B. Smith and Harry Barton, plaintiffs, Albert Barton and George Lehman Barton, defendants; that the said George Lehman Barton is a non residentl , that the said four children of the said Sarah C. Barton are now each seized in fee of one undivided fourth part of said land; that said land can not be divided among said children according to their respective rights without loss to them; that the plaintiffs are entitled to have the land sold and the proceeds of sale divided among the said heirs ar law of the said Sarah C. Barton according to their respective rights.

The bill prays for a sale of said land under decree of court and division of the money among said heirs.

It is thereupon, this twelfth day of December, 1924, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, once in each of four successive weeks before the fifteenth day of January, 1925, give notice to the said absent defendant of the object and substance of this bill, warning him to appear in this court in person or by solicitor, on or before the thirty-first day of January next, to show cause, if any he has, why a decree ought not to pass as prayed.

B. Hackett Turner, Clerk.

Filed December 12th, 1925.

Certificate of Publication of
ORDER OF PUBLICATION.

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

Bertha B. Smith and Harry Barton, et al.
versus
Albert Barton and George Lehman Barton,
et al., Case No. 2576,

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain land in Queen Anne's County, Maryland, of which Sarah C. Barton, deceased, died, seized and possessed for partition of the proceeds of sale among her heirs at law.

The bill states that the said Sarah C. Barton, now dead, died intestate, seized of a lot of land now called "The George Barton Property", situate in the Seventh Election District of Queen Anne's County, described in the deed to her from William McGinnes, dated September 3, 1884, and recorded in Liber S.C.D. No. 5, folio 244, land record of said county; that she left as her only heir at law four children, Bertha B. Smith and Harry Barton, plaintiffs, Albert Barton and George Lehman Barton, defendants; that the said George Lehman Barton is a non resident; that the four children of the said Sarah C. Barton are now each seized in fee of one undivided fourth part of said land; that said land can not be divided among said children according to their respective rights without loss to them; that the plaintiffs are entitled to have the land sold and the proceeds of sale divided among the said heirs at law of the said Sarah C. barton according to their respective rights.

The bill prays for a sale of said land under a decree of courT and division of the money among said heirs.

It is thereupon, this twelfth day of December, 1924, ordered by the Circuit Court for Queen Anne's County in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne8s County, once in each of four successive weeks before the fifteenth day of January, 1925, give notice to the said absent defendant of the object and substance of this bill, warning him to appear in this Court in person or by solicitor, on or before the thirty first day of January next, to show cause, if any he has, why a decree ought not to pass as prayed.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed December 12th, 1924.

THE CENTREVILLE RECORD.

Centreville, Md. Feb. 5th, 1925.

The Centreville Record Publishing Co., hereby certifies that the Order of Publication in the case of Smith, et. al. vs. Barton, et al., case No. 2576, 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 (1st Dec. 13th, 1924) before the 15th day of January in the year 1925.

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

Subpoena for Respondent to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND

TO

Albert Barton,
Lizzie Barton

OF BALTIMORE CITY, 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 January next, to answer the complaint of Bertha B. Smith and Harry Barton, 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 December, 1924.
Issued the 12th day of December in the year 1924.

B. Hackett Turner, Clerk.

B. Hackett Turner,

Solicitor for Complaint.

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 January next, being the return Day.

B. Hackett Turner, Clerk.

Two other copies were made; one to be left with Lizzie Barton and one to Albert Barton.

Answer of Albert or
Demuel Albert Barton.
Filed Feb. 5th, 1925.

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

Bertha B. Smith and Harry Barton and others, versus Albert Barton, George Lehman Barton and others.	Chancery Docket, Cause No. 2576.

To the Honorable, the Judges of said court;

The answer of Albert Barton more property called Lemuel Albert Barton and Elizabeth or Lizzie Barton, his wife, to the bill of complaint of Bertha B. Smith and others against them and against George Lehman Barton in this Court exhibited.

These defendant admit the matters and things set forth in the bill of complaint of the plaintiffs to be true and consent to the passage of such decree as may be right and proper or necessary to the relief prayed for.

Respectfully submitted,

Lemuel Albert Barton

Elizabeth Barton.

Decree Pro Confesso.
Filed Feb. 12th, 1925.

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

Bertha B. Smith, et al.....plaintiffs,

versus

Albert Barton et al.....defendants. Cause No. 2576.

The order of publication heretofore passed in this cause against George Lehman Barton, the non-resident defendant of the cause, having been duly published, and the said George Lehman Barton having failed to appear and answer the bill in accordance with the exigency of said order, it is thereupon, on this 12th day of February, in the year nineteen hundred and twenty five, adjudged, ordered and decreed that the plaintiffs are entitled to relief in the premises and that said bill of complaint be and the same is hereby taken pro confesso against the said non-resident defendant.

And direction and leave is hereby given to the plaintiffs to take testimony to be used in support of the allegations of the said bill before one of the regular examiners of this Court.

Thomas J. Keating.

Testimony.

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

Bertha B. Smith and John C. Smith, her husband Harry Barton and Bessie Barton, his wife versus Albert Barton and Lizzie Barton, his wife, and George Lehman Barton.	Chancery Cause No. 2576.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Pursuant to the decree pro confesso passed in this cause February 12th., 1925, directing the plaintiffs to take testimony to be used in support of the allegations in the bill of complaint before one of the regular examiners of this court, the subscriber, one of said examiners, having been notified by the plaintiffs of their desire to take testimony, did attend at his home in the town of Centreville, Queen Anne's County, Maryland, on the seventeenth day of February, 1925, at the hour of twelve o'clock M.., and in the presence of the plaintiffs and of Madison Brown, their counsel, proceeded to take the following testimony, to wit:

Bertha B. Smith, the first witness of lawful age produced on the part of the plaintiffs, being duly sworn and examined, deposes and says:

First Interrogtory: please state your name, age, place of residence and occupation.

Answer:
My name is Bertha B. Smith, I am forty five years old, I live near Chestertown, Maryland, and I am the wife of a farmer.

Second Interrogatory:
Do you or not know the parties of this suit and if yea, state which of them you know and how long you have known them?

Answer:
I am one of the parties of the suit and I know all the other parties. John C. Smith is my husband, Harry Barton, Albert Barton and George Lehman Barton are my brothers and Lizzie Barton is the wife of Albert Barton. I have known them a great many years, all of the parties are over twenty one years.

Third Interrogatory:
Were you not acquainted with one Sara C. Barton of Queen Anne's County and if so state whether she is living or dead, and if dead, when she died, and state if she left a Will or not.

Answer:
I knew her, for she was my mother, sheddied the 17th of April, 1888, and she left no Will. She died near Church Hill in Queen Anne's County. Her husband, George Albert died in 1924.

Fourth Interrogatory:
State whether or not the said Sarah C. Barton at the time of her death was seized and possessed of any real estate and if so describe the same briefly in your answer.

Answer.
Yes, she owned a tract of land situate in the seventh election district, Queen Anne's County, Maryland, near McGinnis'es corner adjoining the land of George Squires and one Matthew Hynson. It contains eighteen or nineteen acres of land, and is the same land which was deeded to her by William McGinnis, her father. It is worth between five hundred and seven hundred dollars.

Fifth Interrogatory:
Please state whom the said Sarah C. Barton left surviving her at the time of her death as her only heirs at law?

Answer.
She left four children; myself, Bertha B. Smith, a son, Harry Barton, a son, Lemuel Albert Barton, sometimes called Albert Barton, and a son, George Lehman Barton.

Sixth Interrogatory:
By whom is this tract of land now owned?

Answer:
By the four children of my mother named above.

Seventh Interrogatory:
Please state where the four children of your mother now live and give the name of the wives of your brothers?

Answer:
I live with my husband near Chestertown, Maryland; Harry Barton has a wife named Bessie Barton and they live in Queen Anne's County, Maryland, Lemuel Albert Barton has a wife, Lizzie Barton and they live in Baltimore, Maryland. My brother George Leman Barton, left the state of Maryland some years ago, when he was a boy or before he was grown, when I last heard from him it was six years ago and he was then in the State of Wisconsin, I have not heard from him since.

Eight Interrogatory:
State whether or not the land you have mentioned can be divided among the four heirs of Sarah C. Barton, your mother, without loss or injury to them and give your reason for your answer.

Answer.
In my opinion the land cannot be so divided, some of the heirs, if such a devision were under taken, would have to take a parcel not located on the public road and these lots would not be of equal value. If four lots were to be laid off so as to give each lot a frontage on the public road, these lots would be of varying shapes and irregular outline because the land is not in its entire length of even width from the road. The property is improved by a dwelling house and the lot which got this dwelling would be of greater value then a lot without it.

Examiner's special:
Answer.
I do not.

Bertha B. Smith

John C. Smith, the next witness of lawful age, produced on the part of the plaintiffs, being duly sworn and examined, deposes and says;

First Interrogatory.
State your name, age, residence and occupation.

Answer.
My name is John C. Smith, I am sixty years old, I reside near Chestertown, Maryland, Kent County, and I am a farmer.

Second Interrogatory:
Are you or not acquainted with the parties to this suit? If yea, which of them and how long have you known them?

Answer.
I have known my wife about twenty two years, I have been acquainted with her brother Harry about seventeen years, Lemuel Albert I have met only once, Lehman, I have never met.

Third Interrogatory.
Where you not acquainted with Sarah C. Barton, the mother of your wife, and if so, state whether she is living or dead.

Answer.
I did not know her but I know that it is understood in the family that she is dead.

Fourth Interrogatory.
Do you or not know whether or not the said Sarah C. Barton at the time of her death left any real estate and if so please describe the same and give your idea of the value of same?

Answer.
I know she left a lot of land containing eighteen acres, more or less, situated near McGinnis'es corner in Queen Anne's County, I have known this tract for at least thirty years and have known it as the land left by Sarah C. Barton. It is improved by a small frame dwelling house and in my opinion is worth from five to six hundred dollars. This tract of land adjoins the land owned by George and Mat Hynson and that land of George SQ UIRES.

Fifth Interrogatory.
State if you know whom the said Sarah C. Benton left surviving her as her heirs at law?

Answer.
While I did not know Sarah C. Barton, I do know whom she left as her heirs at law. I have gotten my information from my wife and her brother Harry and from Mr. Lemuel McGinnis, her uncle. My knowledge is common knowledge as to these heirs. She left four children, my wife, Bertha B. Smith; her brother, Harry Barton; her brother, Lemuel Albert Barton; her brother, George Lehman Barton.

Sixth Interrogatory:
State if you know where these parties reside?

Answer.
My wife resides with me near Chestertown, Kent County, Maryland. Harry Barton and his wife, Bessie, live in Queen Anne's County, Maryland; Lemuel Albert Barton and Lizzie Barton, his wife, live in Baltimore City, Maryland. I do not know where George Lehman Barton lives but I believe he lives in one of the western states. I have always understood from the members of my wife's family that he does not live in the state of Maryland and has not lived in the state since he was a boy.

Seventh Interrogatory:
Please state whether or not in your opinion the land you have mentioned and described can be divided among the four children of Sarah C. Barton without loss or injury to them and give your reasons for your answer.

Answer.
This land is now owned by the four children I have mentioned of Sarah C. Barton and it cannot be divided among them insuch manner as to avoid loss or injury. Four acres of the land which would contain the house on a devision among the heirs would be worth eight acres of any other part.

Examiner's special :
Answer.
I do not.

Jno. C. Smith.

There being no further Witnesses to be examined and neither of the parties desiring further time for the production of evidance your examiner herewith respectfully makes his return of the testimony s o taken and her certifys that he was engaged as such examiner one day and examine_ two witnesses making costs chargable to plaintiff as follows:

Madison B. Bordley, Examiner,	$4.00
Total Costs,	4.00

Madison B. Bordley (SEAL)
Examiner in Chancery.

Decree.
Filed April 1st, 1925.

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

Bertha B. Smith, et al.,
vs.
Albert Barton, et al.,
} Cause No. 2576.

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 April in the year nineteen hundred and twenty five, 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 be sold for the purpose of partition between the parties, and that Madison Brown, of Centreville in 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 said Clerk, in the penalty of Two Thousand dollars, if the surety or sureties thereon shall be persons, and in the penalty of One Thousand Dollars, if the surety thereon shall be a corporation authorized by the laws of Maryland, to become sole surety on bonds of trustees, 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 orders in the premises; he shall then proceed to make the said sald after having given at least twenty days 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 think proper, of the time, place, manner and terms of sale, which terms shall be as follows, to wit: one-third of the purchase money to be paid in cash at the time of the sale and the residue thereof to be paid in six and twelve months from the day of sale in two equal installments with interest on each installment from the day of sale, the purchaser to have the option to pay the whole purchase money in cash at the time of sale; the deferred payments, if any, to be secured by the notes of the purchaser with surety or sureties thereon to be approved by the said trustee.

And as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed; and on the ratification of such sale 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 of 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 araising from said sale or sales, and 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 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.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of April, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, QUEEN AnNE'S COUNTY, SCT:-

KNOW ALL MEN BY THESE PRESENTS that we, Madison Brown, 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 and authorized by the law of Maryland 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, 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, jointly and severally, firmly by these presents.

SEALED with our seals and dated this second day of April, in the year nineteen hundred and twenty five.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date on the first day of April, in the year nineteen hundred and twenty five and passed in the cause in said Court bearing the number 2576 and wherein Bertha B. Smith and others are complainants and Albert Barton and others are defendants, the above bound Madison Brown has been appointed 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 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:
Hilda T. Seward.

Seal's Place.

Madison Brown, (SEAL)
AMERICAN SURETY COMPANY
OF NEW YORK
By Paul N. Cherry.
Paul N. Cherry, Res. Vice-Pres.
Attest: C.H. Arnold.
C,H. Arnold, Res. Asst. Sec'y.

Countersigned:
J. Lemuel Roberts.
At By 4/2/1925.
Agent.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed April 11th. 1925.
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, folio 141 etc. a Bond record book for Queen Anne's County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 11th. day of April, in the year 1925.

B. Hackett Turner, Clerk.

Report of Sale.
Filed April 27th, 1925.

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

Bertha B. Smith, et al.,	)	
	)	Chancery Docket,
vs.	)	
	)	Cause 2576.
Albert Barton, et al.,	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, the trustee of the above cause, unto Your Honors respectfully sets forth:

That prior to the day of sale hereinafter mentioned your trustee filed with the Clerk of this Court a bond to his trust in the penalty of one thousand dollars, which bond said Clerk approved.

That prior to the day of sale hereinafter mentioned of the property hereinafter described your trustee gave notice of the time, place, manner and terms of sale by an advertisement in the Centreville Record, a newspaper published in Queen Anne's County aforesaid, once a week for more than three successive weeks in successive weekly issues of said papery a copy of said advertisement bearing the certificate of the publisher of said paper is filed herewith as part hereof.

That pursuant to said advertised notice your trustee did attend in front of the storehouse of Lemuel McGinnis at McGinness' Corner, in said County, at the hour of 3 O'clock P.M., on Saturday, April 25th, 1925, and offered said property at public auction to the highest bidder through the services of T. F. Seward, auctioneer, and after receiving bids for said property your trustee sold said property unto Bertha B. Smith and Harry Barton, two of the plaintiffs, they being then and there the highest bidder therefore at and for the sum of four hundred and sixty dollars.

That the property sold is that called or known as "The George Barton Property" situate in the Seventh Election District of Queen Anne's County aforesaid, near McGinness' Corner, on the road from said corner to Duhamels or Murdochs Corner, adjoining the lands of George Squires and George and May Hynson, and containing eighteen acres of land, more or less, as described in said advertisement, and is the same land described in the deed to Sarah C. Barton from William McGinnis by deed dated September 3rd, 1884, and recorded in Liber S. C. D. No. 5, folio 242 etc, a land record book of Queen Anne's County aforesaid.

That the purchasers have not as yet complied with the terms of sale.

Total amount of the sale: $460.00

all of which is respectfully submitted.

Madison Brown
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty seventh day of April, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, aforesaid, 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 of sale are true as therein stated, to the best of his knowledge and belief, and that the sale therein mentioned was fairly made.

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

Filed Apr. 27th, 1925.

Certificate of Publication of
Advertisement of Sale.

TRUSTEE'S SALE OF SMALL FARM.

AT MCGINNIS CORNER.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in cause Number 2576, wherein Bertha B. Smith, et. al., plaintiff, and Bertha B. Barton and others are defendants, the undersigned trustee named in said decree will sell at public sale to the highest bidder in front of store house of Lem. McGinness, at McGinness' Corner, Queen Anne's county, State of Maryland, at the hour of 3 o'clock P.M., on SATURDAY, APRIL 25, 1925.

All that lot of land called or known as the "George Barton Property," situate in the Seventh Election District of Queen Anne8s County, (near McGinnis' Corner) on the road from said Corner and Double Creek Methodist Episcopal Church to Duhamel's or Murdock's Corner, adjoining the lands of George Squires and that of George and Mat. Hynson and containing 18 ACRES OF LAND, more or less.

The improvements consist of a FRAME DWELLING HOUSE and some outbuildings. This property will make a nice home for one desiring to raise chickens, tomatoes and truck for market. Is located close to Churches and stores.

TERMS OF SALE:- One third of the purchase money is to be paid in cash at the time of the sale and the residue thereof is to be paid in six and twelve months from day of sale, in two equal installments, with interest from day of sale; the purchaser is to have the option to pay the whole purchase money on day of sale. All deferred payments to be secured to my satisfaction. Further particulars made known on day of sale.

MADISON BROWN.
Trustee.

T.F. Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., April 27, 1925.

The Centreville Record Publishing Co., hereby certifies that the Advertisement in the case of Smith et al. vs. Barton et al. cause # 2576, 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 25 day of April, in the year 1925.

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

Filed Apr. 27th, 1925.

NISI.

bertha B. Smith and John C. Smith her hubsand, Harry Barton and Bessie Barton, his wife.	/	IN THE CIRCUIT COURT
	/	FOR QUEEN ANNE'S COUNTY
vs.	/	IN EQUITY
Albert Barton and Lizzie Barton his wife and George Lehman Barton.	/	CHANCERY NO. 2576.

ORDERED, This 27th day of April, A.D., 1925, 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 1st 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 1st day of June next.

The Report states the amount of sales to be $460.00.

B. Hackett Turner, Clerk.

Filed April 27th, 1925.

Certificate of Publication of
Advertisement of Order Nisi.
Filed July 20th, 1925.

ORDER NISI.

Bertha B. Smith and John C. Smith, her husband, Harry Barton and Bessie Barton, his wife,
vs.
Albert Barton and Lizzie Barton, his wife, and George Lehman Barton.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2576.

Ordered, This 27th day of April, A.D. 1925, 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 1st 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 1st day of June next.

The Report states the amount of sales to be $460.00.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed April 27th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md. July 30, 1925.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi in the case of Smith et al. vs. Barton et al. cause 2576, 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 1st day of June in the year 1925.

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

Order of Court Ratifying Sale.

Ordered, on this 20th. day of July, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the sale mentioned and described in the aforegoing report of sale, made by Madison Brown, trustee appointed by the decree of this cause to make said sale, 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 in accordance with the conditional order or order nisi heretofore passed in this cause in relation to the said sale.

Filed July 21st, 1925. Thomas J. Keating.

Petition of Bertha B. Smith and Harry T. Barton and George Burris for the substitution of the latter in place of the two former as purchaser and Order of Court making substitution.
Filed July 20th. 1925.

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

Bertha B. Smith, et al.,	)	Chancery Docket,
versus	)	Cause No. 2576
Albert Barton, et al.,	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Bertha B. Smith and Harry Barton, purchasers named in the report of sale filed in this cause and of George E. Burris, of said County, unto Your Honors respectfully sets forth:-

That the said Bertha B. Smith and Harry Barton, have agreed with the said George E. Burris that he, the said George E. Burris, shall become the purchaser of said property in the place and stead of said original purchasers, and the said George E. Burris has agreed with the said original purchasers to become the purchaser of said property in the place and stead of said original purchasers, as will appear by their signatures to this petition.

Your petitioners therefore pray Your Honors to pass an order substituting the said George E. Burris as purchaser of the property reported sold in this cause in the place and stead of the

original purchaser, named in the report of sale, and directing Madison Brown, the trustee of the cause, to convey the property sold unto the said George E. Burris, in the place and stead of the original purchasers upon the full payment by him of the purchase money named in the report of sale.

Respectfully submitted,

Bertha B. Smith

Harry Barton.

George Burris.

I hereby agree to the passage of the order prayed for in the above petition.

Madison Brown, Trustee.

Ordered by the Circuit Court for Queen Anne's County in Equity, on this 24th day of July, 1925, upon the aforegoing petition that George E. Burris, above mentioned, be and he is hereby substituted as purchaser of the property sold in the above cause, as stated in the report of sale, in the place and stead of Bertha B. Smith and Harry Barton, named in said report of sale as the original purchasers, and that Madison Brown, the trustee of the cause, be and he is hereby authorized, empowered and directed to convey the property so sold unto the said George E. Burris when he, the said George E. Burris, shall have paid the purchase money named in the report of sale in full and said deed shall convey said property unto him in the same manner and as fully and effectually as if the said George E. Burris had been the original purchaser.

Filed July 24th. 1925.

Thomas J. Keating.

Report and Account of
Special Auditor.
Filed Jan. 6th. 1926.

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

Bertha B. Smith, et al.,	Chancery
versus	Docket,
Albert Barton, et al.	Cause No. 2576.

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 charging Madison Brown, the trustee of the cause, with the gross proceeds of the sale made by him and then thereout allowing him his commissions on the gross sales, per rule of Court, the cost of advertising Order of Publication, sale, and the nisis of the cause, the cost of his bond and the auctioneers fee.

That the balance remaining after these allowances is then distributed equally between the four parties who according to the bill of complaint and the testimony filed in the cause, owning the land at the time of the sale, in equal parts.

Respectfully submitted,

January 2, 1926.

Madison B. Bordley
Special Auditor.

The proceeds of the sale of the real estate of Bertha B. Smith and others, sold under the decree of the Court passed in the above entitled cause in account with Madison Brown, the trustee appointed by said decree to make said sale.

Cr.

1925.		
Apr. 25,	By the gross amount of the sale reported, per report of sale filed, to wit:	$460.00

1925.
Apr. 25.

Dr.

To Madison Brown, trustee, for his commissions for making the sale, per rule of Court, to wit:			$32.20
To do., for costs of advertising order of publication, the sale of land and order nisi, thereon in Centreville Record, per receipted account for same, to wit:			$45.25
To do., for Court costs of this suit per statement of clerk: costs of			
B.H. Turner, Clerk:		$24.75	
appear. fee, pltffs. Atty.		$10.00	
M. B. Bordley, examiner:		$ 4.00	$38.75
To do., for costs of advertising Order Nisi as to this account:			$ 3.00
To Madison Bordley, auditor, for stating this account:			$ 4.50
To Madison Brown, trustee, for charges of T.F. Seward, for crying sale, per bill, to wit:		$ 7.50	
To Madison Brown, for cost of bond:		$ 5.00	
To balance carried forward:		$ 323.80	
		$ 460.00	$460.00
By balance brought forward:			$ 323.80
To Bertha B. Smith, 1/4 of said balance or the sum of:		$ 80.95	
To Harry Barton, 1/4 of said balance or the sum of:		$ 80.95	
To Lemuel Albert Barton, or Albert Barton, as he is called in the bill of complaint, use of Lemuel McGinnis, in part of 1/4 of said balance the sum of: per assignment from Lemuel A. Barton to said Lemuel McGinnis filed.		$ 65.00	
To Lemuel Albert Barton or Albert Barton, above named, the balance of 1/4 of above mentioned balance, to wit: the sum of:		$ 15.95	
To George Lehman Barton, 1/4 of said balance or the sum of:		$ 80.95	
		$323.80	$323.80

January 2, 1926.

Madison B. Bordley
Special Auditor.

NISI RATIFICATION OF AUDIT.

Bertha B. Smith, et al.,
vs.
Albert BartoN, et.al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2576.

ORDERED, This 6th. day of JaNuary, iN the year NiNeteeN huNdred aNd twenty six, 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 30th. day of January, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of January, 1926, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Jan. 6th. 1926.

Chy. No. 2596.

Order to Docket Suit.	In the Circuit Court
	for
H.B.W. Mitchell, attorNey Named iN Mortgage.	Queen Anne's County,
vs.	in Equity.
Clara M. Roe, Mortgagor.	

B. Hackett Turner, Clerk:

You will docket suit as per the above titling and file certified copy of mortgage from Clara M. Roe to Dudley G. Roe, Trustee for the management of the property of M. Edwin George, dated June 30th., 1921, and recorded in liber J.F.R. No. 7, folio 128, a laNd record book for Queen Anne's County.

H.B.W. Mitchell
ATTORNEY.

Certified Copy of Mortgage.

#8663. Q U E E N A N N E'S C O U N T Y, TO WIT: Be it remembered that on the fifth day of July, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 30th. day of June, in the year nineteen hundred and twenty one, by Clara M. Roe, (widow of the late William H.C. Roe, deceased) of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Clara M. Roe, is indebted unto Dudley G. Roe, of Queen Anne's County aforesaid, trustee for the management of the property of M. Edwin George "In the matter of the Lunacy of M. Edwin George", being cause No. 1957 iN the Circuit Court for Queen Anne's County, in Equity, in the full and just sum of five thousand dollars, this day loaned and advanced by the said Dudley G. Roe, trustee as aforesaid, unto the said Clara M. Roe, which said sum of five thousand dollars is to be repaid at the expiration of three years from this date, and interest on said sum of five thousand dollars in the meantime and during the existence of this mortgage is to be paid semi-annually at the rate of six per centum per annum, 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 aforesaid sum of five thousand dollars the said Clara M. Roe does hereby grant and convey unto Dudley G. Roe, trustee for the management of the property of M. Edwin George as aforesaid, all that tract, part of a tract, farm and parcel of land, situate, lying and being at or near the village of Roesville, in Queen Anne's County aforesaid, and described as follows, to wit: Beginning at a stone on the east side of the road leading to Ruthsburg and opposite the School House aforesaid, (on public road from Roesville to Ruthsburg) and running thence South, eighty five degrees thirty minutes east, fifteen perches to a stone, thence north, twenty two degrees east, seventy one perches and seven tenths of a perch to a stone, thence north twenty three degrees east, forty six perches to the public road leading to Ingleside, thence north sixty five degrees forty five minutes east, twenty eight perches, thence north twenty two degrees thirty minutes west, twenty perches, thence north twenty four degrees fifteen minutes east, thirty seven perches and eight tenths of a perch, thence north thirty seven degrees forty five minutes east, ten perches and eight tenths of a perch to a stone by the fence, thence north, thirty five degrees fifteen minutes west, thirty eight perches and eight tenths of a perch to a post, thence south, sixty seven degrees thirty minutes west, one hundred and ninety four perches and eight tenths of a perch to the public road leading to Price's Station, thence with said road north, thirty degrees west, twenty nine perches and two tenths of a perch, thence south fifty nine degrees west, one hundred and fifty perches to a large White Oak tree, thence south, sixty two degrees east, one hundred and twenty two perches, thence south twenty two degrees west, seven perches and one tenth of a perch to a stone, thence south fifty seven degrees east, eighty eight perches and five tenths of a perch to a stone at Ewing's Back Gate, thence north sixty six degrees thirty minutes east, seventy two perches to the beginning aforesaid, containing two hundred and fifty seven acres and twenty eight perches of land, more or less, being the same land which was granted unto William H.C. Roe by James Roe by a deed of partition by and between said James E. Roe and William H.C. Roe, dated September the fourth, eighteen hundred and eighty three, and recorded in Liber S.C.D. No. 3, folio 336, a land record book for Queen Anne's County, and which was devised unto said Clara M. Roe for and during her life, with full power of alienation, by said William H.C. Roe, late of Baltimore City, State of Maryland, deceased, by his last will

and testament, dated the seventeenth day of January, nineteen hundred and twenty, and admitted to probate in the Orphan's Court for Baltimore City, a certified copy thereof being of record in the office of the Register of Wills for Queen Anne's County, in Liber W.T.B. No. 1, folio 234, a will record book for Queen Anne's County.

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 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 poperty. Provided, that if the said Clara M. Roe, her heirs, executors, administrators or assigns, shall well and truly pay to the said Dudley G. Roe, trustee as hereinbefore set forth, his successors, executors, administrators or assigns, the aforesaid sum of five thousand dollars, together with interest thereon semi-annually at the rate of six per centum per annum, at the expiration of three years from this date, 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 Clara M. Roe, her heirs and assigns, shall possess said property.

And the said Clara M. Roe, 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 incured in the collection of said debt and interest or any part of either, and to insured, 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 Dudley G. Roe, trustee as hereinbefore set forth, 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 the debt and interest intended to be hereby secured by 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 Dudley G. Roe, trustee as hereinbefore set forth, his successors, executors, administrators or assigns, or H.B.W. Mitchell, 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 publishedin 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 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 Clara M. Roe, 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 Dudley G. Roe, trustee as hereinbefore set forth, his executors, administrators, successors or assigns, or H.B.W. Mitchell, 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 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 Clara M. Roe, for herself, her heirs, executors, administrators and assigns hereby covenants to pay.

Witness my hand and seal.

Witness: James S, Pennington. Clara M. Roe. (SEAL)

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 30th. day of June, in the year nineteen hundred and twenty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Clara M. Roe, (widow of the late William H.C. Roe, deceased), and acknowledged the within and aforegoing mortgage to be her act and deed.

As witness my hand and Notarial seal.

James S. Pennington
Notary Public.

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

I hereby certify that on this fifth day of July, 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, personally appeared Dudley G. Roe, trustee for the management of the property of Edwin M. George, in cause entitled "In the matter of the lunacy of Edwin M. George", being cause No. 1957 iN the Circuit Court for Queen Anne's County, in Equity, and made oath that the consideration stated in the within and aforegoing mortgage was 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. No. 7, folio 128 etc., a Land Record Book for Queen Anne's County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this tenth day of July, in the year nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Statement of Mortgage Debt.
Interest and Attorney's Commission.
Filed May 5th, 1925.

Sudlersville, Maryland.
April 14th., 1925.

Mrs. Clara M. Roe. Dr.

To Dudley G. Roe, Trustee for the Management of the property of Edwin M. George, Chancery 1957, in the Circuit Court for Queen Anne's County, in Equity, under mortgage dated June 30th., 1921, and recorded in liber J.F.R. No. 7, folio 128.

1925. June 30th.	Amount of principal loaned on said mortgage - - - - - - - -	$5000.00
	Interest @ 6% from to May 12th., 1925, on $5000 - - - - - - - - - - - - - - - -	$ 658.33
		$5658.33
	To Attorney's Commissions for collection of said mortgage debt and interest, @5%. - - - - - - - - - - - - - - - - - -	282.92
		$5941.25
	Insurance prem. paid by mortgagee	3.80
		$5945.05.

Dudley G. Roe
Dudley G. Roe, Trustee for the Management of the property of M. Edwin George, Mortgagee.

State of Maryland, Queen Anne8s County, to wit:

I hereby certify that on this twenty first day of April, in the year nineteen hundred and twenty five, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Dudley G. Roe, Trustee for the Management of the property of M. Edwin George, Mortgagee, and made oath that the aforegoing Statement of Mortgage debt, interest and attorney's commissions was correct and true as stated.

B. Hackett Turner
CLERK OF THE CIRCUIT
CourT for Queen Anne's
County.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fifth day of May, at 8.30 A.M. in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W. Mitchell, of Queen Anne's County, State of Maryland, as principal and the Maryland Casualty Company, a body corporate, of Baltimore City, State of Maryland, 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 six thousand, 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, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this fourth day of May, in the year nineteen hundred and twenty five.

WHEREAS, the said H.B.W. Mitchell, the attorney named in the mortgage hereinafter mentioned to make sale of the property in said mortgage described in the event of default occuring in any of the terms, covenants, or conditions of said mortgage, default having occured in said mortgage, is about to execute the power of sale contained in the mortgage from Clara M. Roe to Dudley G. Roe, trustee, for the management of the property of M. Edwin George, dated the 30th. day of June, 1921, and recorded in Liber J.F.R. No. 7, folio 128, 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 abide by and fulfill any order or decree of any Court of Equity, in relation to the sale of such mortgaged property or the proceeds thereof, then this obligation to be void; otherwise to be and remainiin full force and virtue in law.

Sealed, signed and delivered
in the presence of:

Katherine Fowler.

Test: Emma V. Erskine.

H.B.W. Mitchell. (SEAL)
Maryland Casualty Company.
By Chas. E. Tucker. Agent.

Countersigned by
H.B.W. Mitchell,
Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and bond filed May 5th. 1925, at 8.30 A.M.
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, folio 149 etc. a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 5th. day of May, in the year 1925.

B. Hackett Turner,
Clerk.

Report of Withdrawal,
and Certificate of
Publication.
Filed July 1st, 1925.

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

vs.

Clara M. Roe.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
NO. 2596.

The Report of H.B.W. Mitchell, the Attorney named in the Mortgage from Clara M. Roe, to Dudley G. Roe, Trustee for the management of the property of M. Edwin George, dated the 30th. day of June, 1921, and recorded in liber J.F.R. No. 7, folio 128, a land record book for Queen Anne's County, to your Honors respectfully sets forth:

1. That pursuant to the advertisement hereto annexed and after giving three weeks previous 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, for more than three successive weeks before the day of sale and after having given bond for the faithful performance of his trust, said H.B.W. Mitchell, the Attorney as aforesaid, did attend in front of the Court House door in Centreville, Maryland, on Tuesday, May 12th., 1925, at 1.30 o'clock P.M. and then and there offered at public auction all that farm and tract of land containing 257 acres and 28 perches of land, more or less, situated at or near the village of Roesville, in said County, which said farm and tract of land is more particularly described in the advertisement thereof hereto annexed, and after the Auctioneer had cried the sale for some time and failing to get any bid, the said H.B.W. Mitchell authorized him to start said farm at twenty dollars per acre, in an effort to get the sale of said farm started and failed after the Auctioneer had tried for some time to get a bid on said farm to receive any bid, the farm and tract of land was withdrawn from 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 1st day of July, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared H.B. W. Mitchell, Attorney named in Mortgage from Clara M. Roe, to Dudley G. Roe, Trustee for the management of the property of M. Edwin George, and made oath that the matters and things stated in the aforegoing Report of Sale were true as therein stated, to the best of his knowledge and belief.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND.

Certificate of Auctioneer.

Certificate of Publication.
of Advertisement of Sale.

PUBLIC SALE OF A VALUABLE FARM UNDER MORTGAGE.

Under and by virtue of the power of sale contained in the mortgage from Clara M. Roe, to Dudley G. Roe, Trustee, for the management of the property of M. Edwin George, dated the 30th day of June, 1921, and recorded in liber J.F.R. No. 7, Folio 128, a land record book for Queen Anne's County, default having occurred in the terms and conditions of said mortgage, the undersigned, H.B.W. Mitchell, the attorney named in said mortgage to make sale of the property in said mortgage described in the event of default occurring in any of the terms, covenants or conditions of said mortgage, will sell at public auction in front of the Court House Door, in Centreville, Maryland, on TUESDAY, MAY 12, 1925, at 1.30 o'clock P.M.,

ALL OF THAT VALUABLE FARM AND TRACT OF LAND situated at aNd near the village of Roesville, in Queen Anne's County, aforesaid, and described as follows: Beginning at a stone on the East side of the road leading to Ruthsburg and opposite the School House aforesaid (on public road from Roesville to Ruthsburg) and running thence South 85 degrees and 30 minutes East, 15 perches to a stone, thence North 22 degrees East, 71 7-10 perches to a stoNe, thence North, 23 degrees East, 46 perches to the public road leading to Ingleside, thence North, 65 degrees 45 miNutes East, 28 perches, thence North 22 degrees 30 miNutes West, 20 perches, theNce North 24 degrees 15 minutes East, 37 8-10 perches and thence North 37 degrees 45 miNutes East, 10 8-10 perches to a stone by the fence, thence North 35 degrees 15 minutes West, 38 8-10 perches to a post, thence South 67 degrees 30 minutes West, 194 8-10 perches to the public road leading to Price's Station, thence with said road North 30 degrees West, 29 2-10 perches, theNce South 59 degrees West, 150 perches to a large White Oak Tree, thence South 62 degrees East, 122 perches, thence South 22 degrees, West, 7 1-10 perches to a stone, thence South 57 degrees East, 88 5-10 perches to a stone at Ewing's Back Gate, thence North 66 degrees 30 minutes East, 72 perches to the beginning aforesaid, containing 257 ACRES AND 28 PERCHES OF LAND, MORE OR LESS, which said farm was devised uNto Clara M. Roe by William H.C. Roe.

This farm is improved by adequate dwelliNg house and outbuildings and the sale of it affords an excellent opportunity to any one desiring to purchase a home or to invest in real estate as an investment.

All of the landlord's interest in all of the growing crops will pass to the purchaser under the sale of this farm and the purchaser will pay the taxes on said farm for year 1925.

TERMS OF SALE-One half of the purchase money to be paid on the day of sale or upon the ratification of the sale, with interest from day of sale, and the balance in six months from the day of sale, or all cash at the option of the purchaser. A payment of $1000 in cash will

be required at the time of the sale. All deferred payments will bear interest from day of sale.

Title papers and revenue stamps will be at the expense of the purchaser.

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

J. Elmer Anthony, Auctioneer.

Centreville, Maryland.

May 12th., 1925.

This is to certify that I offered the tract of land described in the annexed advertisement, consisting of a farm containing 257 acres and 28 perches of land, more or less, situated at or near the village of Roesville, in Queen Anne8s County, and withdrew the same, the only bid therefor being made by H.B.W. Mitchell, the Attorney offering said farm at $20.00 per acre in an effort to get said farm started and that the offer of said farm was made by virtue of the power of sale contained in the mortgage mentioned in the annexed advertisement, and that said farm was offered on May 12th., 1925, commencing at 1.30 o'clock P.M.

J. Elmer Anthony
AUCTIONEER.

Attached to the order of Publication of Advertisement of Sale is the aforegoing Certificate.

THE CENTREVILLE OBSERVER.

Centreville, Md. May 12, 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage Sale in the case of Mortgage from Clara M. Roe to Dudley G. Roe, Trustee for management M. Edwin George, 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 May, in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Report of Sale.
Filed July 13th, 1925.

H.B.W. Mitchell, Attorney named in Mortgage, vs. Clara M. Roe.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. NO. 2596.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H.B.W. Mitchell, the attorney named in the mortgage from Clara M. Roe to Dudley G. Roe, Trustee for the management of the property of M. Edwin George, dated the 30th. day of June, 1921, of the sale made by him of the farm and tract of land in said mortgage described, to your Honors respectfully sets forth:

1. That after said farm had been withdrawn from sale on May 12th. 1925 for want of an adequate bid, after having been offered at public sale pursuant to the advertisement annexed to the Report of said Withdrawal, after having given twenty days previous notice of the time, place, manner and terms of said sale by advertisement in the Centreville Observer, a newspaper printed and published in Queen Anne's County, and after having filed an approved bond for the faithful performance of his trust and after having made diligent effort to find a purchaser for said farm and tract of land, said H.B.W. Mitchell, attorney as aforesaid, on July 11th., 1925, sold said farm and tract of land, containing two hundred and fifty seven acres and twenty eight perches of land, more or less, situated at or near the village of Roesville in said County, which said tract of land is more particularly described in said advertisement and in said mortgage, said farm being improved by dwelling house and outbuildings, and which was devised unto said Clara M. Roe by William H.C. Roe by his last will and testament dated the 17th. day of January, 1920, a certified copy thereof being recorded in Liber W.T.B. No. 1, folio 234, a will record book for QueeN Anne's County, unto the mortgagee, Dudley G. Roe, Trustee for the management of the property of M. Edwin George, at private sale, at and for the sum of Five thousand, seven hundred and eight dollars and thirty three cents, being the amount of the debt secured by said mortgage and the accrued and unpaid interest thereon to July 12th., 1925; this being the highest and only bid that your said attorney has been able to get for said farm although

he has made earnest and diligent efforts to get bids therefor.

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 thirteenth day of July, in the year nineteen hundred and twenty five, 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 stated in the within and aforegoing Report of Sale were true and bona fide as therein stated and that the sale was fairly made.

Filed July 13th, 1925.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT.

NISI

H.B.W. Mitchell, Attorney Named in Mortgage, vs. Clara M. Roe.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2596.

ORDERED, This 13th day of July, A.D. 1925, 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 26th day of September, nexty provided a copy of this order be inserted in some newspaperpprinted and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 26th day of September next.

The Report states the amount of sales to be $5708.33

Filed July 13th, 1925.

B. Hackett Turner, Clerk.

Certificate of Publication of
Order Nisi.
Filed Oct. 20th. 1925.

NISI.

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

vs.

Clara M. Roe.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2596.

ORDERED, This 13th. day of July, A.D. 1925, 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 26th 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 26th day of September, next.

The Report states the amount of sales to be $5,708.33.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.

Filed July 13th. 1925.

THE CENTREVILLE OBSERVER.

Centreville, Md. Oct. 20,. 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of H.B.W. Mitchell, Atty. named in Mortgage vs. Clara M. Roe. Chancery #2596, 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 Sept. in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By M. E. Durney.

Order of Court ratifying Sale.
Filed Nov. 2Nd. 1925.

FINAL ORDER OF RAtIFICAtION.

ORDERED, this 31st. day of October, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the farm and tract of land made by H. B. W. Mitchell, Attorney named in Mortgage, reported by said Mitchell in the aforegoing Report of Sale, in the case of H. B. W. Mitchell, Attorney named in Mortgage, vs. Clara M. Roe, 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 is allowed the commissions provided for in the Mortgage mentioned in said Report of Sale and all expenses not personal upon producing proper vouchers therefor before the Auditor.

Thomas J. Keating.

Filed Nov.

Report aNd Account of Auditor.
Filed Nov. 25th. 1925.

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

H.B.W. Mitchell, AttorNey named in mortgage,	)	Chancery Docket,
versus	)	Cause No. 2596.
Clara M. Roe.	)	

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That in the within account which the auditor has stated H.B.W. Mitchell, the party making the sale, is charged with the amount of the sale set forth in his report filed July 13, 1925, and is then thereout allowed his commissions for making the sale per terms of mortgage and rule of Court, court costs, advertising costs, cose of his bond and the fee of the auditor.

That the balance then remaining is not sufficient to pay the claim of the mortgagee in full, (see statement of mortgage debt filed May 5, 1925) and in the within account is awarded unto the mortgagee on account of his claim.

That below is appended a statement of the mortgage claim with this credit thereon.

Respectfully submitted,

November 24, 1925.

Madison Brown
Auditor.

STATEMENT

Amount of mortgage claim as of June 30, 1925, see statement above mentioned, to wit:	$5945.05
to which add interest from May 12, 1925, to July 11, 1925, see report of sale, being 2 months interest on $5000.00 mortgage debt, additional:	$ 50.00
to which add attorneys commissions of collection on said sum of $50.00,	2.50
	$5997,55
CR: By amouNt distributed to mortgagee within	$5304.12
Balance due mortgagee, which balance bears interest from July 11, 1925,	$ 693,43

Cont. on Page 419.

CHY. NO. 2602.

Order to Docket Suit.
Filed JuNe 2nd, 1925.

R,E.C. Lowe, Guardian for Mary Matilda Parks.	)	In the Circuit Court
vs.	)	for
William C. Emory. and Mary Ella Emory, his wife.	)	Queen Anne's County
	)	In Equity.

B. Hackett Turner, Clerk:

Please docket the above entitled suit and file therein certified copies of the following mortgages with the assignments thereon:-

Mortgage from William C. Emory and Mary Ella Emory, his wife, to William B. Usilton, dated the 6th day of August in the year nineteen hundred and eight and recorded in Liber S. S. #5, folio 115;

Mortgage from William C. Emory and Mary Ella Emory, his wife, to Edwin H. Brown, Jr. and Madison Brown, Trustees, dated the eighth day of August in the year nineteen hundred and eight and recorded in Liber S.S. #5, folio 136 &c.; and

Mortgage from William C. Emory and Mary Ella Emory, his wife, to Walter T. Wright, dated the 9th day of November iN the year nineteen hundred and twenty two and recorded in Liber J. F. R. #9, folio 544 &c.

and enter my appearance for the Plaintiff.

June 2/25.

Edwin H. Brown, Jr.
Attorney for the Plaintiff.

Certified Copy of Mortgage.
Filed June 2nd, 1925.

Queen Anne's County, to wit: Be it remembered that on the Sixth day of August, in the year Nineteen hundred and eight, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this Sixth day of August, in the year one thousand nine hundred and eight, by and between William C. Emory and Mary Ella Emory, his wife, Mortgagors, of Queen Anne's County, State of Maryland, of the one part, and William B. Usilton, mortgagee, of Kent County, State aforesaid, of the other part. Whereas the said Mortgagors are justly indebted unto said Mortgagor, in the full sum of Five Thousand ($5000 00/100) dollars being the balance of the purchase money owing on the hereby mortgaged lands and premises (being money loaned and advanced by the said mortgagee to said Mortgagor), for which said sum and the interest thereon the said Mortgagors have passed to said Mortgagee, their promissory note bearing even date herewith; payable at Chestertown, Maryland, two years after date, and which note provides for the payment of 6% interest thereon from date, payable semi-annually and for the payment of the usual commissions for collection if not paid when due and waives all right of exemption from execution issued on Judgment received thereon. 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 William C. Emory and Mary Ella Emory, Mortgagor, do grant unto the said William B. Usilton, Mortgagee, his heirs or assigns, in fee simple, all that piece or parcel of land situate, lying and being in the 3rd Election District of Queen Annes County aforesaid near the town of Centreville, adjoining the lands of Walter T. Wright and others and commonly known as the Wallace farm and containing two hundred acres of land, more or less, and being moreover the same farm and premises which was conveyed unto the said William C. Emory by deed bearing even date herewith from Edwin H. Brown, Jr., Assignee of Mortgage, reference to which is to be made for a more full and exact description of the hereby conveyed lands and premises the same being recorded among the land records for said Queen Annes County immediately prior to these presents. Together with the buildings and improvements thereupon, 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 William B. Usilton aforesaid his heirs and assigns forever. Provided that if the said mortgagors, 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 occur 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 Mortgagors 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 mortgagors 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 said 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 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; 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 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 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, his heirs, personal representatives and assigns to pay to theParty 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 mortgagors for themselves, their heirs, executors, administrators 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 an amount of at least Dollars, and to cause the policy to be effected thereon to be so framed or indorsed as in case of fire, to inure to the benefit of the said Mortgagee or assigns, to the extent of its insurable value or their lien or claim hereunder. And the said Mortgagors, for themselves, their heirs, executors, administrators and assigns do further covenant to pay unto the said Mortgagee or his personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this Mortgage paid by the said Mortgagee or his 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 in value.

Witness our hands and seals.

test: William C. Emory (SEAL)

J. McK. Tilghman.

State of Maryland, Queen Annes County, to wit:

I hereby certify that on this sixth day of August, in the year one thousand nine hundred and eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared William C. Emory and Mary Ella Emory, the within named mortgagors and each acknowledged the aforegoing Mortgage to to their respective act.

J. McK. Tilghman J.P.

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

I hereby certify that on this sixth day of August, in the year one thousand nine hundred and eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared John D. Urie, Agent for William B. Usilton, the within named mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth. And at the same time also the said John D. Urie made oath before me in due form of law that he was the duly authorized as the agent of the said William B. Usilton to make this affidavit.

J. McK. Tilghman J.P.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Ninth day of August in the year nineteen hundred and ten, the following ASSIGNMENT was brought to be recorded, to wit:

For value received, and by virtue of the power and authority vested in me as sole administrator of the estate of Wm. B. Usilton, dec'd, I herewith transfer and assign the within and aforegoing Mortgage to Fred G. Usilton.
As witness my hand and seal this 27th. day of August, 1910.

FRED G. USILTON. (SEAL)

QUEEN ANNE'S COUNTY TO WIT: Be it remembered that on the Ninth day of November, in the year 1922, the following Assignments were brought to be recorded, to wit: For value received I herewith transfer and assign the within and aforegoing mortgage to Walter T. Wright without recourse. As witness my hand and seal this 8th day of November, 1922.

Fred G. Usilton (SEAL)

Test: Jas. H. Crouch.

For value received, I hereby transfer and assign the within and aforegoing Mortgage to R.E.C. Lowe, Guardian for Mary Matilda Parks, without recourse.

As witness my hand and seal this 9th day of November, 1922.

Test: F. Addison Emory. Walter T. Wright (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing Mortgage and Assignments are truly taken and copied from Liber S.S. No. 5, folio 144 etc., a land record book for Queen Anne's County.

Seal's Place. 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 June, nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage.
Filed June 9th, 1925.

Queen Anne's County, to wit: Be it remembered that on the Tenth day of August, in the year Nineteen Hundred and Eight the following Mortgage was brought to be recorded, to wit:

This Mortgage and this Mortgage Bill of Sale made this eighth day of August, in the year nineteen hundred and eight, by William C. Emory and Mary Ella Emory, his wife, of Queen Anne's County, State of Maryland, Witnesseth: Whereas the said William C. Emory and Mary Ella Emory, are indebted unto Edwin H. Brown, Jr., and Madison Brown, Trustees, in the just sum of Twenty Two Hundred and Seventy Five Dollars, and Eleven Cents, being for money due by them unto the said Trustees, and for which they have passed unto them their promissory note of even date herewith, due and payable on or before the first day of January, in the year nineteen hundred and nine, and endorsed across its face in red ink "For principal and secured by Mortgage" and it is a condition precedent to said loan and the prompt payment of said note for same, and the interest to accrue thereon, at the rate of six per cent per annum, should be secured and assured by the execution of these presents, said note bearing interest from the date thereof. Now this Mortgage aNd this Mortgage Bill of Sale Witnesseth, that in consideration of the premises and of one dollar, the said William C. Emory and Mary Ella Emory, his wife, do hereby grant and convey, bargain and sell unto the said Edwin H. Brown, Jr., and Madison Brown, trustees in fee simple, All that tract, part or parcel of a tract of land, situate in the Third Election District of Queen Annes County, State aforesaid, near Corsica River, and lying on the public road from Centreville to Spaniard's Neck or Landing, and known as the Wallace Farm, and called Chesterfield and Clayton's Landing, or by whatsoever name the same may be called, adjoining the lands of Walter T. Wright and Sallie I. Hall and others, and being the same property conveyed by the said William C. Emory by deed from Edwin H. Brown Jr., Assignee, dated the sixth day of August, in the year nineteen hundred and eight, and recorded among the land records of Queen Anne's County, prior to the recording of these presents, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed; and the following personal property, to wit: one pair gray mules, named Pigeon and Dove, one bay mare, Belle; one brown mare, Lucy; one bay mare, Venus, one sorrel horse, Chester; one bay colt, Betty; one bay colt, Oakwood; one bay colt, Dorothy; four young colts, unnamed; six head of cows, twenty head of sheep; thirty head of hogs, one carriage; one runabout; one Deering Binder; one Ontario Drill; one Evans Corn Planter; one corn cutter; two farm wagons; drags; spring tooth; tools; plows, cultivators, plow gear, wagon harness and all the utensils now used by me and owned by me and all my interest in the growing crop on the farm situated in the Third Election District and occupied by me as tenant; and also all the tomato crop; peach crop and corn crop now growing on the farm heretofore conveyed and recently purchased by me of and conveyed to me by Edwin H. Brown, jr., Assignee. This mortgage as to the real estate hereby conveyed, is subject to a mortgage from the said William C. Emory and wife to one William B. Usilton, for the sum of Five Thousand Dollars.

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 land and premises unto and to the proper use and benefit of Edwin H. Brown, Jr. and Madison Brown, Trustees, their heirs and assigns forever. Provided that if the said William C. Emory and Mary Ella Emory, their heirs, heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid principal note according to the purport and tenor thereof 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 William C. Emory 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 the said William C. Emory and Mary Ella Emory, for themselves and each of them, their and each of their executors, administrators and assigns, covenant to and with the said mortgagees, their successors and assigns, that they will once in each week, computing from the date of these presents, account to and pay over to the said mortgagees their successors and assigns, any and all moneys which they shall receive or collect from the weekly sales of all tomatoes and peaches now growing on the land hereby conveyed. And the said William C. Emory and Mary Ella Emory, for themselves, for their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes, and assessments, public dues and charges of every kind, levied or assessed or that may be levied or assessed on said hereby mortgaged property, and all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either. But if default be made in payment of said mortgage debt, or the interest thereon to accrue, or 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, and all moneys owing hereunder or secured hereby shall be deemed due and demandable, and the said Edwin H. Brown, Jr. and Madison Brown, Trustees, their executors, administrators and assigns, or Madison B. Bordley, their Agent or Attorney are hereby authorized and empowered, at any time after such default, to sell the property hereby mortgaged, 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 the manner following, viz: upon giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne8s County, Maryland, and such other notice as the person making said sale may deem expedient, which said sale may be at public auction to the highest bidder, and for cash, or for cash and credit at the option of the person making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from said sale to apply first, to the payment of all expenses incident to such sale, the premiums on any bond that may be filed among the proceedings by the person making the sale, and a commission to the person 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, second, to the payment of all claims of the said Mortgagee, their 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 Mortgagor, their personal representatives or assigns, or to whoever may be entitled to the same. And it is covenanted and agreed that after default be made in this Mortgage and the foreclosure of the Mortgage under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as hereinbefore provided, the said Mortgagee, their personal representatives or assigns, or Madison B. Bordley, their said Attorney, shall not be required to receive and accept the principal and interest of the said Mortgage indebtedness in satisfaction thereof unless the tender of said Mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notice of sale, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, and a commission on the total amount of the Mortgage ondebtedness, principal and interest, equal to one half the commission allowed to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made by the Mortgagor, their personal representatives or assigns, of the Mortgage indebtedness, principal and interest, and the costs, expenses and commission aforesaid, which said costs, expenses and commissions the said Mortgagor, for themselves, their heirs, personal representatives and assigns covenant to pay, to the person executing the said power of sale of said Mortgage indebtedness, principal and interest, be made prior to the sale. And the said William C. Emory and Mary Ella Emory, for themselves, for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the insurable value thereof and to cause thepolicy to be effected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees their personal representatives and assigns. And the said Mortgagor, 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 mortgaged land and premises may be depreciated or lessened in value.

Witness the hand and seal of the said Mortgagor.

William C. Emory (SEAL)

TEST:

W.D. Troy.

Mary Ella Emory (SEAL)

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

I hereby certify that on this eighth day of August, in the year nineteen hundred and 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 C. Emory and Mary Ella Emory, his wife, and did acknowledge the foregoing mortgage to be their respective act.

W. D. Troy J.P.

State of Maryland, Queen Anne8s County, to wit:

I hereby certify that on this eighth day of August, in the year nineteen hundred and eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Edwin H. Brown, Jr., and Madison Brown, Trustees, 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.

W. D. Troy, J.P.

Queen Annes County, to Wit: Be it remembered that on the 16th day of January, in the year NiNeteen Hundred and Nine the following Assignment was brought to be recorded, to wit:

For value received, we hereby assign and transfer the within and foregoing mortgage and chattel mortgage to E. Thomas Massey and R. Bruce Massey, to whom we have assigned the mortgage note described in said mortgage and chattel mortgage, the amount due on said note and on this mortgage and chattel mortgage, being the sum of thirteen hundred dollars, with interest from January 8th., nineteen hundred and nine.

Witness our hands and seals this fourteenth day of January, in the year nineteen hundred and nine.

Test: Jennie Mae Howser. Edwin H. Brown, Jr. (seal)
Madison Brown. (seal)

I hereby acknowledge that the amount due on this mortgage and chattel mortgage, and the mortgage note described in the same, is the sum of thirteen hundred dollars, ($1300.00/100) with interest from January 8th. 1909.

Witness my hand and seals.

William C. Emory (seal)

Queen Annes County, to wit: Be it remembered that on the fourteenth day of November, in the year 1922, in the year 1922, the following assignments were brought to be recorded, to wit:

For value received, we hereby assign and transfer the within and aforegoing mortgage and chattel mortgage to Walter T. Wright, to whom we have assigned the mortgage note described in said mortgage and chattel mortgage, this is the same mortgage given by William C. Emory and Mary Ella Emory to Edwin H. Brown, Jr., and Madison Brown, and recorded August 10th. 1908, in Liber S.S. #5, folio 136, one of the land records of Queen Annes County, Maryland.

Witness our hands and seals this tenth day of November, nineteen hundred and twenty two.

Test: L. Gertrude Newnam. E. Thomas Massey (Seal)
R. Bruce Massey (Seal)

I hereby certify that on this 10th day of November, in the year Nineteen Hundred and twenty two, before the subscriber, a Notary Public of the State of MarylaNd, in and for Kent County, personally appeared E. Thomas Massey and acknowledged the aforegoing transfer of mortgage and chattel mortgage to be his act.

Notary
Public
Seal.

L. Gertrude NewNam, Notary Public.

I hereby certify that oN this teNth day of November, 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 Annes County, personally appeared R. Bruce Massey and acknowledged the aforegoing transfer of mortgage and chattel mortgage to be his act.

Wm. Harrington
Justice of the Peace.

November 14th, 1922.

For value received, I hereby traNsfer aNd assigN the within and aforegoing mortgage and mortgage Bill of Sale to use of Walter T. Wright and R.E.C. Lowe, Co Partners late trading as Wright & Lowe.

Witness my hand and seal.

Witness: B. Hackett Turner. Walter T. Wright (Seal)

Queen Anne's County, to wit: Be it remembered that on the second day of June, in the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

For value received, we, Walter T. Wright and R.E.C. Lowe, co-partners late trading as Wright and Lowe, do hereby transfer and assign unto R.E.C, Lowe, Guardian for Mary Matilda Parks the within and aforegoing mortgage, the amount being due on said mortgage being the sum of five hundred dollars with interest from the fourteenth day of November, in the year nineteen hundred and twenty two.

Witness our hands and seals this twenty eighth day of May, in the year nineteen hundred and twenty five.

Walter T. Wright. (SEAL)

Test: Edwin H. Brown, Jr.

R.E.C. Lowe (SEAL)
Co-Partners, late trading as Wright & Lowe.

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

I hereby certify that the aforegoing mortgage and assignments were truly taken and copied from Liber S.S. #5, folio 136 etc., a land record book for Queen Anne's County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this third day of June, in the year nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage.
Filed June 9tH, 1925.

#9643. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered tHat oN the NiNth day of November, iN the year nineteen hundred and twenty two, the following Mortgage and assignment was brought to be recorded, to wit:

THIS MORTGAGE, made tHis 9th. day of November, iN the year NiNeteeN huNdred and twenty two, by William C. Emory and Mary Ella Emory, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said William C. Emory has this day borrowed of Walter T. Wright the full and just sum of twelve hundred dollars ($1200.00) with interest at the rate of six per cent per annum, payable semi-annually, at the expiration of one (1) year from the date hereof, to secure which said principal sum and the interest to accrue thereon, these presents are executed.

NOW THEREFORE, THIS MORTGAGE WITNESSETH tHat iN coNsideratioN of tHe premises aNd of tHe sum of one dollar, the said William C. Emory and Mary Ella Emory, his wife, do hereby grant and convey unto the said Walter T. Wright, his heirs and assigns, absolutely in fee simple, the following described real estate, to wit:- All that piece, parcel or tract of land situate, lying and being in the third election district of Queen Anne's County, Maryland, in Spaniard's Neck, Near the towN of Centreville, and near the Corsica River, lying on the public road leading from Centreville to Spencers Wharf or Landing, and known as the Wallace Farm, adjoining the lands of Sallie I. Hall, and tHe lands formerly owned by Walter T. WrigHt, but which now belong to William E. Roe, Jr. and which said tract of land hereby conveyed contains now the quantity of one hundred and seventy five acres of land, more or less. Being part of the farm or tract of land conveyed to the said William C. Emory by deed from Edwin H. Brown, Jr. dated August 6tH. 1908, and recorded in Liber S.S. #5, fol. 113, a land record book for Queen Anne's County aforesaid.

Together with all the 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 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 Mortgagors, their heirs, executors, administrators, or assigns shall well and truly pay to the said mortgagee, his successors, executors, administrators or assigns, the aforesaid sum of twelve hundred dollars ($1200.00) and the interest to accrue thereon in the meantime, when and as the same shall become due and payable as above set forth, and shall perform all 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 mortgagors, their heirs and assigns shall possess said property.

And the said Mortgagors, for themselves and for 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 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 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, 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 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 mortgagors, 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 mortgagee, his executors, administrators, successors 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 mortgagors, for themselves and for their heirs, executors, administrators and assigns hereby covenant to pay,.

Witness the hands and seals of the mortgagors.

Test: N. Lucille Bailey.

William C. Emory (Seal)
Mary Ella Emory (Seal)

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

I hereby certify that on this 9 day of November, 1922, before the subscriber, a Notary Public of the State of MarylaNd, iN aNd for Queen Anne's County, duly commissioned and qualified, personally appeared William C. Emory, and Mary Ella Emory, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed.

And at the same time also personally appeared Walter T. Wright the mortgagee above named, 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.

Witness my hand and notarial seal.

N. Lucille Bailey
Notary Public.

Notary Public Seal.

For value received, I hereby traNsfer & assign the within and aforegoing mortgage to R.E.C. Lowe, Guardian for Mary Matilda Parks, without recourse.

Witness my hand and seal:

Walter T. Wright (Seal)

Test: Catherine Chilcutt.

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

I hereby certify that the aforegoing mortgage and assignment was truly taken and copied from Liber J.F.R. #9, folio 544 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

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

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of June, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, R.E.C. Lowe, of Queen Anne's County, State of Maryland, as principal and Walter T. Wright, of the County and State aforesaid, as surety also of Queen Anne's County, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of twelve thousand dollars, 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 and each of us, our and each of our heirs, executors, administrators or assigns, 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 five.

WHEREAS, the above bounden, R.E.C. Lowe by virtue of the power contained in three mortgages from William C. Emory fromWilliam C. Emory and wife as follows:

To William B. Usilton dated the 6th. day of August, in the year nineteen hundred and eight and recorded in Liber S.S. #5, folio 115;

To Edwin H. Brown, Jr. and Madison Brown, trustees, dated the eighth day of August, in the year nineteen hundred and eight and recorded in Liber S.S. #5, folio 136 etc; and

To Walter T. Wright dated the 9th. day of November, iN the year nineteen hundred and twenty two, and recorded in Liber J.F.R. #9, folio 544 etc.

All of said mortgages being duly assigned to the said R.E.C. Lowe, as guardian for Mary Matilda Parks, is about to sell the lands and premises described in said mortgages, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

The Condition of the above obligation is such that if the above bounden, R.E.C. Lowe, as guardian for Mary Matilda Parks does and shall well and 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; other wise to be and remain in full force and virtue in law.

Signed, and sealed
in the presence of
Sarah E. Townsend.

R. E. C. Lowe. (SEAL)
Walter T. Wright (SEAL)

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

Security approved and Bond filed June 9th. 1925.
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. 162, a BoNd record book for Queen Anne's County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th. day of June, in the year 1925.

B. Hackett Turner, Clerk.

Statement of Mortgage Debt.
Filed June 29th, 1925.

R. E. C. Lowe, Guardian for Mary Matilda Parks, Assignee,	In the Circuit Court
vs.	for
William C. Emory and Mary Ella Emory, his wife.	Queen Anne's County, In Equity.
	Cause No. 2602.

To the Honorable, the Judges of said Court:-

The following is a statement of the mortgage debt on the three mortgages in these presents as follows, to wit:-

Principal on mortgage from Wm. C. Emory and wife to Wm. B. Usilton dated the 6th day of August, 1908, and recorded in Liber S.S. #5, folio 115 &c. a Land Record Book for Queen Anne's County	$4,000.00	
Int. from May 6th. 1923 to June 23, 1925	511.33	
	$4,511.33	
Credit	203.23	
Amount due		$4308.10

Principal on mortgage from Wm. C. Emory and wife to Edwin H. Brown and Madison Brown, Trustees, dated the 8th day of Aug. in the year 1908 and recorded in Liber S.S . #5, folios 136 &c., a Land Record Book for Queen Anne's County	500.00	
Int. from May 6, 1923 to June 23, 1925	63.91	
	563.91	
Credit	22.60	
Amount due		541.31
Principal due on mortgage from William C. Emory and wife to Walter T. Wright dated the 9th day of November in the year 1922 and recorded in Liber J. F. R. #9, folios 544 &c., a Land Record Book for Queen Anne's County	$1200.00	
Interest from May 6, 1923 to June 23, 1925	153.40	
	$1353.40	
Credit	45.17	
Amount due		$1308.23
Total amount due		$6157.64

Respectfully submitted.

R.E.C . Lowe
Guardian for Mary Matilda Parks, Assignee.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 29th day of June in the year nineteen hundred and twenty five 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 R.E.C. Lowe, Guardian for Mary Matilda Parks, Assignee and made oath in due form of law that the matters and things stated in the aforegoing Statement of Debt are true and just as therein set forth.

Notary Public Seal.

In testimony whereof I hereunto set my hane and affix my notarial seal the day and year above written.

Lida Hopkins
Notary Public.

Report of Sale.
Filed June 29th, 1925.

R.E.C. Lowe, Guardian for Mary Matilda Parks, Assignee, vs. William C. Emory and Mary Ella Emory, his wife.	In the Circuit Court for Queen Anne's County In Equity. Cause No. 2602.

To the Honorable, the Judges of said Court:-

The Report of Sale of R.E.C. Lowe, Guardian for Mary Matilda Parks, Assignee, respectfully sets forth:-

First:- That default having occured in the following mortgages from William C. Emory and Mary Ella Emory, his wife, as follows, to wit:-

One to William B. Usilton dated the 6th day of August 1908 and recorded in Liber S.S. #5, folio 115 &c., a Land Record Book for Queen Anne's County and

One to Edwin H. Brown, Jr. and Madison Brown, Trustees, dated the 8th day of August in the year 1908 and recorded in Liber S.S. #5, folios 136 &c. a Land Record Book for Queen Anne's County and

One to Walter T. Wright dated the 9th day of November in the year 1922 and recorded in Liber J.F.R. #9, folios 544 &c., a Land Record Book for Queen Anne's County;

said mortgages after mesne assignments having been assigned unto R.E.C. Lowe, Guardian for Mary Matilda Parks, (a certified copy of each of said mortgages and assignements is filed in this cause and is prayed to be taken as part of this report), by the non-payment of the mortgage debt and interest according to the terms of said mortgage.

Second:- That after giving bond with surety duly conditioned and approved according to law, which said bond, is also filed in said cause and is hereby made a part of this report, for the faithful discharge of his trust, and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer, a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for more than twenty days previous to the day of sale and also in the Centreville Record, he did, pursuant to said notice attend in front of the Court House door in Centreville, in Queen Anne's County, Maryland, on Tuesday, June 23rd, in the year nineteen hundred and twenty five, at 2 o'clock P.M. and then and there proceeded to sell said mortgaged real estate as follows to wit:- All that tract of land situate in the Third Election District of Queen Anne's County, State of Maryland, near the Corsica River on the public road leading from Spencer's Wharf or Landing adjoining the lands of Sallie I. Hall and the lands formerly owned by Walter T. Wright but which now belongs to William E. Roe, jr. and containing one hundred and seventy six acres of land more or less and being the same property which was described in the aforesaid three mortgages, and sold same unto Walter T. Wright and R. E. C. Lowe at and for the sum of thirty five dollars per acre, making in the aggregate, six thousand one hundred and sixty dollars, they being then and there the highest bidders therefore; In addition to the advertised terms, the aforesaid property was sold with the understanding that the purchasers were to get possession of said property on January 1st, 1926 and were to get one-half of the crops now growing on said farm and were to have the right of incoming tenant to do whatever work was necessary from now until the first of January, nineteen hundred and twenty six; The purchasers have agreed to make final settlement of the purchase money for said property upon the final ratification of sale by the Court; and that there is filed herewith a copy of said advertisements certified as to their publication marked "Exhibit No. 1" and "Exhibit No. 2" as part of this report.

All of which is respectfully submitted.

R.E.C. Lowe, Guardian
for Mary Matilda Parks
Assignee of Mortgage.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 29th day of June in the year nineteen hundred and twenty five, before the subscriber, a Notary Public of the State of maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared R.E.C. Lowe, Guardian for Mary Matilda Parks, Assignee, 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 hereunto set my hand and affix my notarial seal the day and year above written.

Notary
Public
Seal.

M Lida Hopkins
Notary Public.

Certificate of Publication of
Advertisement of Sale.
"Exhibit # 1".
Filed June 29th, 1925.

MORTGAGEE'S SALE OF VALUABLE FARM IN QUEEN ANNE'S COUNTY,
STATE OF MARYLAND

Under and by virtue of the power of sale contained in three mortgages- one from William C. Emory and Mary Ella Emory, his wife, to William B. Usilton dated the 6th day of August, 1908, and recorded in Liber S.S. No. 5, folio 150 Etc., a land record book for Queen Anne's County--one from William C. Emory and Mary Ella Emory, his wife, to Edwin H. Brown, Jr.. and Madison Brown, Trustees, dated 8th day of August, 1908, and recorded in Liber S.S. No. 5, folio 136, Etc., a land record book for Queen Anne's County, and one from William C. Emory and Mary Ella Emory, his wife, to Walter T. Wright, dated the 9th day of November, 1922, and recorded in Liber J.F.R. No. 9, folio 544 etc., a land record book for Queen Anne8s County; all of said mortgages now being held after mesne assignments by R.E.C. Lowe, Guardian for Mary Matilda Parks, the undersigned as said assignee of said mortgages, default having occurred in the payment of principal and interest due on said mortgages, 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 23, 1925, commencing at 2 o'clock P.M.;

ALL THAT TRACT OF LAND situate in the Third Election District of Queen Anne's County, State of Maryland, near Corsica River on the public road leading from Centreville to Spencer's Wharf or Landing, adjoining the lands of Sallie I. Hall and the lands formerly owned by Walter T. Wright but which now belong to William E. Roe, Jr., and containing

ONE HUNDRED AND SEVENTY SIX ACRES OF LAND, more or less, aNd being the same land described in the aforesaid three mortgages. Improvements consist of FRAME DWELLING aNd necessary outbuildings.

This farm is beautifully located within a few minutes ride of Centreville and also a few minutes from Corsica River and has one hundred and twenty-five acres of arable land. It has fine young apple orchard and pear orchard, good asparagus bed, about five acres set in alfalfa, also attached to it a small tract of timber with a large quantity of fire wood on same. The soil on this farm is fine, producing good crops, in a nice state of cultivation and is very desirable not only as a home but as an investment.

Terms of Sale--One third of the purchase money required in cash on day of sale and the balance in two equal installments of six and twelve months from the day of sale with interest added or all the purchase money in cash upon the final ratification of sale by the court with interest from the day of sale. All title papers, including revenue stamps at the expense of purchaser.

R.E.C. Lowe,
Guardian for Mary Matilda Parks,
Assignee.

T. Frank Seward, Auctioneer.

Exhibit #1.

THE CENTREVILLE OBSERVER.

Centreville, Md. June 27, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Mortgagee's Sale in the case of R. E. C. Lowe, Guardian, Assignee, vs. Wm. C. Emory and wife, 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 23rd day of June in the year 1925.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

NISI.

R.E.C. Lowe, GuardiaN for Mary Matilda Parks,	#	IN THE CIRCUIT COURT
	#	FOR QUEEN ANNE'S COUNTY
vs.	#	IN EQUITY
William C. Emory and Mary Ella Emory, his wife.	#	CHANCERY NO. 2602.
	#	

ORDERED, This 29th day of JuNe, A.D. 1925, that the sale of the real estate made aNd reported in this cause by R.E.C. Lowe, Guardian for Mary Matilda Parks, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of August, next.

The Report states the amount of sales to be $6160.

Filed June 29th, 1925. B. Hackett Turner, Clerk.

Certificate of publication of order nisi, filed Sept. 18th 1925
R. E. C. Lowe, Guardian for Mary Matilda Parks vs William C Emory and Mary Ella Emory, his wife) In the Circuit Court for Queen Anne's County, In Equity Chancery No 2602.
Ordered this 29th day of June, A.D., 1925, that the sale of the real estate made and reported in this cause by R. E. C. Lowe, Guardian for Mary Matilda Parks, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of August next.
The Report states the amount of sales to be 6160.
B Hackett Turner, Clerk.

Filed, July 29th 1925

True Copy Test: B Hackett Turner, Clerk

Final Order ratifying Sale, filed Dec. 8th 1936

R. E. C. Lowe, Guardian for Mary Matilda Parks, Appignee
vs
William C. Emory and Mary Ella Emory, his wife,

In the Circuit Court for Queen Annes County, In Equity.
Cause No. 2602.

Ordered, this 8th day of December, in the year Nineteen Hundred and Twenty five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sale made and reported by R. E. C. Lowe, Guardian for Mary Matilda Parks, Appignee in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, & the notice appears to have been given as directed by the preceding order Nisi. The said Appignee is allowed the usual Trustee commissions as provided in the mortgage and all expenses not personal.

Filed December 8th 1936

Thomas J. Keating

CHY. NO. 2432.

Order to Docket Suit.
Filed April 7th, 1922.

Charles E. Tucker, AssigNee of Mortgage,	)	In the Circuit Court for
	)	
	)	Queen Anne's County
Vs.	)	
	)	in Equity.
Nathan P. Leamy, and Sallie E. Leamy, Mortgagor.	)	

To J. Fletcher Rolph, Clerk.

You will please docket suit as per above titling and file therein a certified copy of the mortgage from NathaN P. Leamy aNd Sallie E. Leamy, his wife, to William J. Price, dated the first day of April, in the year nineteen hundred and ten, and recorded in Liber S.S. No. 7, folios 540 &c., a laNd record book for QueeN ANNe's County aforesaid, and by said William J. Price, assigned to said Rose T. Coursey by assignment dated the thirteenth day of June, nineteen hundred and ten, and by said Rose T. Coursey assigned to said Charles E. Tucker by assignment dated April 5th. 1922 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 said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, as in said mortgage covenanted to be paid.

Also file in said cause the bond accompanying this order.

Chas. E. Tucker
Assignee of Mortgage.

Certified Copy of Mortgage
and Assignments.
Filed April 7th, 1922.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that oN the 20th. day of April iN the year nineteen hundred and ten, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this First day of April in the year nineteen hundred and ten, by Nathan P. Leamy and Sallie E. Leamy, his wife, of the town of Berewyn, County of Chester, in the State of Pennsylvania, Witnesseth: WHEREAS, the said NathaN P. Leamy is justly iNdebted unto William J. Price of Queen Anne's County, in the State of Maryland, in the full and just sum of TWELVE HUNDRED AND FIFTY DOLLARE ($1250.00) beiNg for that amount of money this day loaned and advanced by the said William J. Price to the said Nathan P. Leamy, the said principal sum of Twelve Hundred and Fifty Dollars, ($1250.00) being due and payable on the first day of April, in the year nineteen hundred and thirteen, the interest thereon in the meantime, at the rate of 6% per annum, payable semi-annually, in the sum of Thirty Seven Dollars and Fifty Cents ($37.50) being due and payable on the first day of October and the first day of April, during each year all through the said period of three years from the date of these presents. NOW THIS MORTGAGE WITNESSETH, that iN coNsideration of the premises and of the sum of One Dollar, we, the said NATHAN P. LEAMY AND SALLIE E. LEAMY, his wife, do hereby graNt aNd convey unto William J. Price, his heirs and assigns, in fee simple, all that certain tract of land, situate in the First Election District of Queen Anne's County, in the State of Maryland, called "Wright's Forest", on both sides of the public road from Templeville to Peter's Corner, adjoining the lands of James Seward and the lands of others, and containing two hundred and five acres of land be the same more or less, and being the same tract of land as that described in the Deed from Hiram G. Bedell and wife to the said Nathan P. Leamy, dated February 24th, 1910, and recorded in Liber S.S. No. 7, folios 462 etc. one of the Land Record Books for Queen Anne's County, Maryland, to which deed and the references therein contained, especial reference is hereby made for an accurate description of the land hereby intended to be conveyed. 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 laNd and premises unto and to the proper use and benefit of the said William J. Price, his heirs and assigns forever. PROVIDED, that if the said Nathan P. Leamy, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid to the said William J. Price, his personal representatives and assigns, the aforesaid principal sum of Twelve Hundred and Fifty Dollars ($1250.00) on the first day of April in the year nineteen hundred and thirteen and the interest thereon in the meantime in the sum of Thirty Seven Dollars and Fifty Cents, ($37.50) on the first day of October, and the first day of April, during each and every year up to and including the first day of April, nineteen hundred and thirteen, 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 Nathan P. Leamy his heirs and assigns 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 the said Nathan P. Leamy for himself and his heirs, executors, administrators and assigns, hereby covenants to pay as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes and assements, public dues and charges of every kind, levied or assessed or that may be levied or assessed on said hereby mortgaged property, and all costs and attorneys commissions and charges incurred in the collection of said debt and interest, or any part of either.

BUT if default be made in payment of said mortgage debt, or the interest thereon to accrue, or 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 and and all moneys owing hereunder or secured hereby shall be deemed due and demandable, and the said William J. Price, his executors, administrators or assigns, or J.H.C. Legg, his and their attorney or agent, are hereby authorized and empowered, at any time after such default to sell the property hereby mortgaged, 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 the manner following, viz: upon giving at least 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 person making said sale may deem expedient, which said sale may be at public auction to the highest bidder, and for cash or for cash and credit at the option of the person 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, the premiums on any bond that may be filed among the proceedings by the person making the said sale, and a commission to the person 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; second, to the payment of all claims of the said Mortgages, 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 Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same. And it is covenanted and agreed that after default be made in this Mortgage and the foreclosure of this mortgage, under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as hereinbefore provided, the said Mortgagee, his personal representatives or assigns, or J.H.C. Legg, his and their said Attorney shall not be required to receive and accept the principal and interest of the said Mortgage indebtedness in satisfaction thereof, unless the tender of said Mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notice of sale, all Court costs and all expenses incident 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 commission allowed trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, but the said sale may be proceeded with unless prior to the day appointed therefor legal tender be made by the Mortgagor, his personal representatives or assigns of the Mortgage indebtedness, principal and interest, and the costs, expenses and commission aforesaid, which said costs, expenses and commission the said Mortgagor, for himself, and for his heirs, personal representatives and assigns, covenants to pay to the person executing the said power of sale if tender of said mortgage indebtedness, principal and interest be made prior to the sale,. And the said Nathan P. Leamy, for himself, his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars, and to cause the policy to be affected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns. And the said Mortgagor does further covenant that he will neither do nor suffer to be done, pending the existence of this Mortgage and act or thing whereby the said mortgaged land and premises may be depreciated or lessened in value.

WITNESS the haNd aNd seal of the said Mortgagor.

Test: GEORGE F. KNIGHT — NATHAN P. LEAMY (SEAL)

ISAAC C. SUTTON — SALLIE E. LEAMY (SEAL)

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, to wit:-

I HEREBY CERTIFY, that oN this first day of April iN the year nineteen hundred and ten, before the subscriber, a Notary Public of the State of PeNNsylvaNia, in and for the City of Philadelphia duly commissioned and qualified, personally appeared Nathan P. Leamy, and Sallie E. Leamy, his wife, the within named Mortgagors and each acknowledged the foregoing Mortgage to be their respective act.

IN TESTIMONY WHEREOF, I have hereuNto set my hand aNd affixed my notarial seal the day and year first above written.

My commission expires January 22nd. 1913. GEORGE T. KNIGHT
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND, QUEEN'S CouNty, to wit:-

I HEREBY CERTIFY, that on this 20th. day of April in the year nineteen hundred and ten, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared William J. Price 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.

JOHN W. TARMAN.

JUSTICE OF THE PEACE.

QueeN ANNe's County, to wit: Be it remembered that on the thirteenth day of June in the year NiNeteeN Hundred and twelve following assignment was brought to be recorded to wit:

For value received I hereby assign the within mortgage to Rose T. Coursey, without recourse or guarantee.

Witness my hand and seal this 13th. day of June 1910.

Witness: J.F. Rolph. Wm. J. Price. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the seventh day of April in the year 1922 the following asignment was brought to be recorded, to wit:

For value received I hereby assigned the within and aforegoing mortgage unto Charles E. Tucker, for purpose of collection together with the interest due thereon from the first day of October, in the year nineteen hundred and twenty-two.

Witness my hand and seal this fifth day of April in the year nineteen hundred and twenty-two.

Rose T. Coursey (SEAL)

Witness: Julia Guthmann.

STATE OF MARYLAND, QUEEN' ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that thE aforegoing is a truly taken copy from the Liber SS No. 7, folio 540 etc. LaNd Record Book for Queen Anne's County.

Seal's Place.

IN TESTIMONY WHEREOF, I have hereuNto subscribed aNd affixed the seal of the Circuit Court of Queen Anne's County, this 7th day of April 1922.

J.F. Rolph, Clerk.

BOND.
Filed Apr. 7th, 1922.

KNOW ALL MEN BY THESE PRESENTS, that we Charles E. 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 THREE THOUSAND DOLLARS ($3000.00), 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, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly and by these presents, sealed with our seals and dated this seventh day of April, in the year nineteen hundred and twenty two.

WHEREAS, a certain mortgage from NathaN P. Leamy aNd Sallie E. Leamy, his wife, to William J. Price, bearing date the first day of April, iN the year NiNeteeN huNdred aNd ten, and recorded in Liber S.S. No. 7, folios 540 &c., a laNd record book for QueeN ANNe's County, Maryland, was by the said William J. Price assigned to the said Rose T. Coursey by assignment, dated June 13th. 1910, and by said Rose T. Coursey assigned to Charles E. Tucker by assignment dated April 5th. 1922, said assignments 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 mortgaged 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 non-payment 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 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:-

Charles E. Tucker (SEAL)
Maryland Casualty Company

By Chas. E. Tucker
Attorney-in-fact.

Seal's
Place.

Countersigned:

H.B.W. MitcHell
Attorney-in-fact.

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

"Security approved and Bond filed April 7th, 1922".

J.F. Rolph, Clerk.

Report of Sale.
Filed May 10th, 1922.

Charles E. Tucker, Assignee of Mortgage, vs. NathaN P. Leamy, aNd Sallie E. Leamy, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity.

To the Honorable, the Judges of said Court:-

The Report of Charles E. Tucker, Assignee of Mortgage, 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 and the interest due thereon covenanted to be paid by the terms of the mortgage mentioned in these proceedings at the time therein provided for the payment thereof, the said mortgage being as follows, to wit:- the mortgage from NathaN P. Leamy aNd Sallie E. Leamy, his wife, to William J. Price, bearing date the first day of April, in the year nineteen hundred and ten and recorded in Liber S.S. No. 7, folios 540 &c., a laNd record book for QueeN Anne's County, Maryland, which mortgage was by the said William J. Price duly assigned to Rose T. Coursey by assignment dated June 13th. 1910, and was by the said Rose T. Coursey duly assigned to the said Charles E. Tucker by assignment dated April 5th. 1922, said assignments being recorded among said land records at the foot of said mortgage; a copy of which said mortgage and the said assignments thereof, duly certified, are 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 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 the Court and was by said Clerk duly approved prior to the sale hereinafter reported;

3. That after giving notice of the time, place, manner and terms of sale in the Centreville Observer and also in the Centreville Record, 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 front of the Court House door, in tHe town of Centreville, Queen Anne's County, Maryland, on Tuesday, the second day of May, in the year nineteen hundred and twenty two, between the hour of 1 o'clock P.M. and 2 o'clock P.M. viz. at the hour of 1:15 o'clock P.M. and then and there, in the execution of the power of sale contained in said mortgage to be exercise 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 for the year nineteen hundred and twenty two would have to be paid by the purchaser, and that said land was sold subject to the rights of the present occupant and that the purchaser would be entitled to receive such rents for nineteen hundred and twenty two as would the owner of said property, had the sale not taken place and that said property would be offered as a whole, he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and conveyed by said mortgage, being all that farm or tract of land called or known

as "Wright's Forest", situate, lying and being in the First Election District of Queen Anne's County, on both sides of the public road from Templeville to Peter's Corner, adjoining the lands formerly belonging to James Seward now owned by Lizzie Stinger and the land of William C, Dill and others, containing two hundred and five acres of land more or less, improved by a frame dwelling and other out buildings, being the same property which was conveyed to the said NathaN P. Leamy by Hiram C. Bedell, aNd wife, by deed bearING date tHe tweNty fourth day of February, 1919, and recorded in Liber S.S. No. 7, folios 462 &c., a laNd record book for QueeN ANne's County aforesaid, and also being the same land described in deed from said Nathan P. Leamy and wife, to Charles F. Eckhardt, dated December 2nd. 1910 and recorded in Liber S.S. No. 9, folios 150 &c., a laNd record book for said Queen Anne's County aforesaid, and sold the said land as a whole to Lukazs Balazs of Queen Anne's County, aforesaid, he being then and there the highest bidder therefor, at and for the sum of SEVENTEEN HUNDRED AND TWENTY DOLLARS ($1720.00), of which sum the said purchaser has paid iN cash Five huNdred and seventy five dollars ($575.00), the said vendor files herewith as part of this report marked "Exhibit A" and "Exhibit B", the certificates of the publication of the aforesaid advertisement of sale in the Centreville Observer, and the Centreville Record, respectively, two newspapers published as aforesaid in Queen Anne's County.

Respectfully submitted,

Chas. E. Tucker
Assignee of Mortgage.

Certificate of Publication of
Advertisement of Sale.

ASSIGNEE'S SALE OF A VALUABLE FARM.

By virtue of the power of sale contained in the mortgage from NathaN P. Leamy, and Sallie E, Leamy, his wife, to William J. Price, dated the first day of April, 1910, and recorded in Liber S.S. No. 7, folio 540 etc., one of the land record books for Queen Annes County, Maryland, and by said William J. Price assigned to Rose T. Coursey, by assignment dated June 13th, 1910, said assignment being recorded among said land records at the foot of said mortgage, and by said Rose T. Coursey, assigned to Charles E. Tucker, by assignment dated April 5th. 1922, said assignment being recorded among said land records at foot of said mortgage immediately following the assignment from William J. Price to Rose T. Coursey; the undersigned, Charles E. Tucker, assignee as aforesaid of said mortgage, default having occurred in the terms of said mortgage, will offer for sale at public auction, in front of the court house door in the town of Centreville Queen Annes County, Md., on TUESDAY, MAY 2, 1922, between the hours of 1 and 2 o'clock p.m.,

ALL THAT FARM

or tract of land, called or known as "Wright's Forest, " situate, lying and being in the first election district of Queen Amnes County, State of Maryland, on both sides of the public road from Templeville to Peter's Corner, adjoining the lands formerly of James Seward, now owned by Lizzie Stinger, and the lands of Wm. C. Dill and others, containing 205 ACRES OF LAND, more or less, beiNg the same land conveyed by said mortgage, and being the same land described in deed from Hiram G. Bedell, and wife to said Nathan P. Leamy, dated February 24th. 1910, and recorded in Liber S.S. No. 7, folios 462, etc., a laNd record book for said Queen Annes County, and also being the same land described in deed from said Nathan P. Leamy and wife to Chas. F. Eckhardt, dated December 2n, 1910, and recorded in Liber S. S. No. 9, folios 150 etc., a laNd record book for said Queen Annes County, to which deeds special reference is made for a fuller and more complete description of said land. The improvements consist of a frame dwelling and other outbuildings.

Terms of Sale:- One third of the purchase money in cash on day of sale, and the balance of the purchase money to be paid in one year from the day of sale, the credit payment 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. Further particulars made known on day of sale.

CHARLES E. TUCKER
Assignee of Mortgage.

J. Elmer Anthony, Auct.

"Exhibit A".

THE CENTREVILLE OBSERVER.

Centreville, Md., May 10/22. 192

The centreville Observer Publishing Co., hereby certifies that the Assignee's Sale of Real Estate in the case of Charles E. Tucker, Assignee, vs. Nathan PleLeamy and Sallie E. Leamy, 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 May in the year 1922.

The Centreville Observer Publishing Co.

By S. Chas. Walls, Secy.

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 twenty two, 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 foregoing 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.

ORDER NISI

Charles E. Tucker, AssigNee of Mortgage,	)	In the Circuit Court for
vs.	)	Queen Anne's County
	)	in Equity.
NathaN P. Leamy, and Sallie E. Leamy, his wife, Mortgagors.	)	Chancery No. 2432.

ORDERED, this tenth day of May, A.D. 1922, 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 14th 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 14th day of June next.

The Report states the amount of sales to be $1720.

True Copy: J. F. Rolph, Clerk.
Test; J. F. Rolph, Clerk

Filed May 10th, 1922.

Certificate of Publication
of Advertisement of Order Nisi.
Filed July 5th, 1922.

NISI.

Charles E. Tucker, assigNee of Mortgage, vs. Nathan P. Leamy and Sallie E. Leamy.
In the Circuit Court for Queen Annes County, In Equity. Chancery No. 2432.

Ordered, this tenth day of May, A.D. 1922, 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 14th day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 14th day of June next.

The report states the amount of sales to be $1720.

J.F. ROLPH, Clerk.
Filed May 10th. 1922.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 5, 1922.

The Centreville Observer Publishing Co., hereby certifies that the Nisi in the case of Chas. E. Tucker, Assignee of Mortgage, vs. Nathan P. and Sallie E. Leamey, Chancery No. 2432 , 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 14th day of June in the year 1922.

The Centreville Observer Publishing Co.

By S. Chas. Walls, Secy.

Affidavit of Charles F. Eckhardt in the Nature of Objections to the Ratification of Sale.

Filed July 5th, 1922.

STATE OF NEW JERSEY)
) ss.
CAMDEN COUNTY)

Charles F. Eckhardt, of full age, being duly sworn according to law, upon his oath deposes and says:

1. I reside in the Borough of Haddonfield, County of Camden and State of New Jersey.

2. I am the owner of two hundred and five acres of farm land situate in Queen Anne's County, State of Maryland, on the road leading from Templeville to Peter's Corner, joining lands of William Dill and Lizzie Stinger, in the First Election District of said County, the deed for which is of record in Liber S.S. No. 9 Folio 150, iN the Office of the Register of Deeds of Said QueeN ANne's County, under date of December 2nd, 1910.

3. That deponent purchased said farm from Nathan P. Leamy, subject to a certain mortgage, bearing date April 1st, 1910, to secure the payment of Twelve hundred and fifty dollars to William J. Price, which said mortgage was later assigned on June 13th. 1910, to Rose T. Coursey, who again assigned said mortgage under date of April 5th. 1922, to Charles E. Tucker, all of which will more fully appear by the records in the Office of said Recorder of Deeds of Queen Anne's County.

4. That said Rose T. Coursey entered into an agreement with deponent for an extention of the time of payment of said mortgage, April 1st, 1922, which said agreement of extention is also of record in said Office of the Register of Deeds of Queen Anne's County.

5. That on or about the middle of April, nineteen hundred and twenty-two, deponent received a letter from Charles E. Tucker, then owner of the mortgage upon said premises stating that the said Mortgaged premises would be sold on May 2nd, 1922, which said letter was the only notice of any character which deponent had of the foreclosure of said mortgage, and there was no default in the payment of interest or taxes to the date of the maturity of the mortgage, April 1st, 1922.

6. That on May 2nd, 1922, said farm was sold under said foreclosure proceedings by the Sheriff of Queen Anne's County at his office in the Town of Centreville, in Queen Anne's County, to a person unknown to deponent.

7. That at said time and place, plaintiff was accompanied by Harry Amwake, who resides at Collingswood, New Jersey, and who attended said sale for the purpose of buying said farm; that immediately previous to said sale, the said Charles E. Tucker, the mortgagee, upon whose foreclosure said farm was to be sold, stated to the said Harry Amwake, in the presence of the deponent, that said farm was not worth any more than the sum of Seventeen Hundred Dollars, and the said Charles E. Tucker, at that time, stated that the sale of said farm must realize at least Seventeen Hundred Dollars to satisfy the mortgage, and because of said statement by the said Charles E. Tucker, the said Harry Amwake was induced not to bid at said sale beyond the amount of Seventeen Hundred Dollars, whereas deponent says that said farm land is in reality worth the sum of Eight Thousand Dollars, and that the amount of Seventeen Hundred Dollars or thereabouts which was realized at said sale is not an adequate value for said farm, and that by reason of said statement of Charles E. Tucker, as to the value of the farm, this deponent was defrauded and deprived of his rights and the benefits of a fair sale of said farm.

Sworn and subscribed to before me, this twenty-seventh day of June, A.D. 1922.

Charles F. Eckhardt.

Emma A. Kalusa
Notary Public of N.J.

Notary Public Seal.

Letter of Charles F. Eckhardt to the Court.
Filed July 5th, 1922.

Charles E. Tucker, Assignee,
vs.
Chas. F. Eckhardt.

July 1st, 1922.

To the Honorable District Court of Queen Annes County, State of Maryland:

On June 30th. 1922, I sent one Harry Amwake of Collingswood, N.J. to CeNtreville, Md. to file my affidavit in your Court to ask for a hearing on the sale of my 205 acre farm near Templeville, Md. Foreclose of $1250 Mortgage on May 2nd, 1922. Mr. Ed Brown atty. talked Mr.

Amwake out of filing the affidavit on June 30th. 1922. Amwake on day of sale promised me he would pay of the Mortgage and save my farm for me. Remarks made by Chas. E. Tucker, Atty. Assignee in Mr. Amwake's and my presence that the farm was not worth over the $1250 and cost or $1700 and at time of sale a foreignener, the buyer, circulated then and there reports that the land was bush land and no good. All of these remarks showed conspiracy to defraud my of my rights, cause my purchaser to refuse to help me. I have a purchaser here ready and willing to pay of the Mortgage and all Court expenses. I therefore pray the Honorable Court to grant me an order for a hearing .

Chas. F. Eckhardt.

I believe I have exhausted all honorable means to get this matter properly before your Honorable Court every effort I have made some one blocks the way to the last minute.

I have citizens paper since 1910 of record in Centreville and a taxpayer for twelve years and expected to end my remaining years on the farm.

If I can get an order for a hearing on sale of my farm I will at once engage an attorney at centreville to prosecute my case and have my friend, a Mr. Campbell deposit the necessary funds to pay of the Mortgage and interest and costs. This farm represents my life savings and am unable to work. I have Mr. Amwake's affidavit, perhaps his presence at Court.

Respectively submitted,

Charles F. Eckhardt.

July 1st, 1922.

225 Redman Ave.,

Filed July 5th, 1922.

Haddonfield, N.J.

Answer to Exceptions.
Filed July 18th, 1922.

Charles E. Tucker, Assignee of Mortgage,	)	In the Circuit Court for
vs.	)	Queen Anne's County
Nathan P. Leamy, and Sallie E. Leamy, Mortgagors.	)	in Equity.

To the Honorable, the Judges of said Court:-

Charles E. Tucker, Assignee of the mortgage mentioned and described in these proceedings answering the affidavit of Charles F. Eckhardt filed in this cause in the nature of exceptions to the sale of land sold under the said mortgage mentioned and described in these proceedings made by the said Charles E. Tucker, Assignee, and reported to this Honorable Court, states:-

Answering the First Paragraph of the printed portion of the said exceptions.

1. That said Assignee believes that said Charles F. Eckhardt resides in Haddonfield, N.J. but that he has No meaNs of kNowiNg same except statements of said Eckhardt.

Answering Second and Third Paragraphs of the printed portion of the said exceptions.

2. That he admits that the said Charles F. Eckhardt bought the land and premises mentioned and described in these proceedings subject to a then existing mortgage mortgage upon said land in the sum of $1250, payable to William J. Price, and that said mortgage was later assigned by said William J. Price, to Rose T. Coursey. The said Rose T. Coursey assigning said mortgage to said Charles E. Tucker for purpose of collecting April 5th. 1922.

Answering the Fourth Paragraph of the printed portion of the said exceptions.

3. That said Charles E. Tucker admits that on April 1st. 1919, there was an agreement between the said Charles F. Eckhardt and Rose T. Coursey that the time of the payment of the money secured by said mortgage should be extended for a period of three years from that date only.

Answering the Fifth Paragraph of the printed portion of the said exceptions.

4. That answering Paragraph Five it is admitted that said Charles E. Tucker on the seventh day of April, two days after the assignment of said mortgage to him, wrote to Charles F. Eckhardt notifying him that foreclosure proceedings had been docketed, and that said sale would take place on May 2nd., and in that letter calling Mr. Eckhardt's attention specially to notices which he had prior thereto.

Answering the Sixth Paragraph of the printed portion of the said exceptions.

5. That he admits the matters stated in the Sixth Paragraph of the exceptions.

Answering the Seventh paragraph of the printed portion of the said exceptions.

6. Answering Paragraph Seven said Charles E. Tucker admits that about an hour prior to the time said sale of said farm was to take place, said Charles F. Eckhardt accompanied by Mr. Harry Amwake came to his office in the town of Centreville, Maryland, and that Mr. Amwake stated that he had come down to see if he could make arrangements to save the farm for Mr. Eckhardt, provided he could do so with safety to himself, but he denies that he stated to Mr. Amwake or Mr. Eckhardt as to what the farm was worth; but states that he stated to them that in the event they were unable to raise the money to pay the mortgage debt, interest and costs up to that point, and the farm had to be sold under the terms of the mortgage, then it would take approximately $1650 or $1700. to make sure of letting the mortgagee out and that the place would not be sold for less then enough to make sure the mortgage debt, interest and costs would be taken care of from the purchase money. Further answering said paragraph said Charles E. Tucker denies that his statements were of such a nature as to induce Mr. Amwake or anyone else from bidding upon this property; that it was to the advantage of said Charles E. Tucker to have the property bring as great an amount as could be obtained, and for the purpose of making sure that everyone within the confines of Queen Anne's County as well as others should know that the property was for sale, he advertised same in both the Centreville Record and Centreville Observer, this being done for the purpose of making sure that the property sold would bring every dollar it was worth, and also being done for the protection of both the mortgagee and Charles F. Eckhardt, the owner of said property; and he denies that any statement which he made to Mr. Amwake was of a nature to deter Mr. Amwake or anyone also from purchasing this farm if they so desired; that said Charles E. Tucker denies that the farm is worth EIGHT THOUSAND DOLLARS ($8,000.), although he has no means of knowing its true value, and the said Charles E. Tucker further denies that the said Charles F. Eckhardt was defrauded or deprived of any of the rights or benefits to said farm except such as he may have deprived himself by his negligence, tardiness and failure to promptly attend to the mortgage debt and interest within the time set forth under the terms of said mortgage and agreement of extension.

And as in duty bound &c.,

Chas. E. Tucker.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this eighteenth day of July, in the year nineteen hundred and twenty two, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles E. Tucker and made oath in due form of law that the matters and things stated in the aforegoing answer are true as therein set forth to the best of his knowledge and belief.

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

Petition and Order.

Filed July 25th, 1922.

Charles E. Tucker, Assignee, vs. Nathan P. Leamy and Sallie E. Leamy, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2432.

To the Honorable, Judges of said Court:-

Your petitioner respectfully prays the Court to set down for hearing the exceptions to the ratification of the sale made by him in this cause, filed by Charles F. Eckhardt who owned the land sold herein at the time of the sale thereof and to grant leave to the parties to take such testimony as they may desire to submit and use at said hearing.

Chas. E. Tucker
Assignee and Petitioner.

ORDERED, this twenty fourth day of July, in the year nineteen hundred and twenty two, by the Circuit Court for Queen Anne's County, in Equity, that the exceptions to ratification of sale filed by Charles F. Eckhardt be and the same are hereby set down for hearing on the first Monday in September next at ten o'clock a.m. and leave is hereby granted to the exceptant and to the assignee and petitioner to take before a Standing Examiner of the Court such testimony as they may want to submit and use at the hearing; but the exceptant shall finish taking his testimony on or before the fifteenth day of August next and the assignee shall finish taking his testimony on or before the twenty fifth day of August, 1922.

Philemon B. Hopper.

Filed July 25th, 1922.

A certified copy of Petition and Order was made and sent to Charles F. Eckhardt,
226 Redman Ave.,
Haddonfield, N.J.

PetitioN of Charles F. Eckhardt
aNd Order of Court thereon.
Filed Aug. 12th, 1922.

Charles E. Tucker, Assignee.	:	In the
vs.	:	Circuit Court for
Nathan P. Leamy and Sally E. Leamy.	:	QUEEN ANNE'S COUNTY,
	:	In Equity.
	:	No. 2432.

To the HoNorabLe, the Judges of said Court:

The PetitioN of Charles F. Eckhardt, owNer of the Equity of Redemption of the property described in these proceedings, and Exceptant to the ratification of the sale of said property heretofore reported by Charles E. Tucker, Assignee, respectfully shows to the Court:

(1) That by order of this Court passed on the 24th day of July 1922 Your Petitioner was required to take testimony to be used at the hearing of this case, and that he was also required by said order to finish taking said testimony on or before the 15th day of August 1922 and by said order the Assignee, the Complainant herein was required to finish taking his testimony on or before the 25th day of August 1922;

(2) Your Petitioner further shows that his counsel, George W. Cameron, Esq. of Baltimore City and State of Maryland by reason of previous professional engagements will be unable to appear before the Examiner of this Court in time to permit the closing of Your Petitioner's case within the time limited by said order.

(3) Your Petitioner further shows that a material witness of your Petitioner is a non-resident of the State of Maryland and is a resident of the State of New Jersey, aNd Your PetitioNer is therefore uNable to get service on him; but your Petitioner is informed and believes that he will be able to procure the personal attendance of said witness before the Examiner within a few days; wherefore Your Petitioner shows that it will be impossible for him to comply strictly with the said order of Court and he therefore prays that the time for the closing of the taking of testimony of said Exceptant to be extended for a further period of ten days, and that the time for the closing of the taking of testimony by the Assignee also be extended for a period of ten days;

And as in duty bound etc.,

George W. Cameronn
Solicitor for Petitioner.

Charles F. Eckhardt
Petitioner.

STATE OF MARYLAND
to-wit:
CITY OF BALTIMORE

I hereby certify that oN this 11th day of August in the year 1922, before me the subscriber, a Notary Public of the State of MarylaNd, in and for the City aforesaid, personally appeared Charles F. Eckhardt, Petitioner named in the aforegoing Petition, and he made oath in due form of law that the matters and facts set forth in the said petition are true to the best of his knowledge and belief.

Witness my hand and Notarial seal.

Robt. A. Piper
Notary Public.

UpoN the foregoiNg Petition and affidavit, it is ordered by the Circuit Court for Queen Anne's County, in Equity, this 14th day of August 1922, that the time for the closing of the taking of testimony by the Exceptant and by the Assignee in said case, shall be extended as to each of said parties for a further period of ten days beyond the time limited by the order of Court passed herein on the 24th day of July 1922; a day for hearing the case will set down after the testimony has been filed the assignment for first Monday in September being hereby vacated.

Philemon B. Hopper

Filed Aug. 14th, 1922.

Agreement to Extend Mortgage.
Filed Sept. 4th, 1922.

THIS AGREEMENT, made this Seventeenth day of May, in the year Nineteen hundred and nineteen, by and between Charles F. Eckhardt, of the City of Philadelphia, in the State of Pennsylvania, and Rose T. Coursey, of the town of Centreville, Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS, by a certain assignment the said Rose T. Coursey, is the holder of a mortgage bearing date the first day of April, in the year Nineteen Hundred and ten, from Nathan P. Leamy and Sallie E. Leamy, his wife, to William J. Price, given to secure the sum of TWELVE HUNDRED AND FIFTY DOLLARS, ($1250.) and interest at the rate of six per cent per annum as therein mentioned, which said mortgage and assignment are recorded among the Land Record Books of said Queen Anne's County, in Liber S.S. No. 7, folios 540 &c., and

Whereas the said Charles F. Eckhardt is now owner of the property mentioned and described in said mortgage and the equity of redemption in the property covered by said mortgage is now vested in the said Charles F. Eckhardt, under and by vitue of a Deed of Conveyance of said NathaN P. Leamy aNd Sarah E. Leamy, his wife, dated the secoNd day of December, in the year NiNeteeN hundred and ten, and recorded in Liber S.S. No. 9, folios 150 &c., a Land Record Book for said Queen Anne's County, and,

WHEREAS, tHe said CHarles F. Eckhardt has requested said Rose T. Coursey to renew the said mortgage loan, to wit, the said sum of TWELVE HUNDRED AND FIFTY DOLLARS_ ($1250.) for a furtHer period of tHree years datiNg from the first day of April, iN the year NiNeteeN huNdred aNd NiNeteen, and the said Rose T. Coursey has consented so to do;

NOW THEREFORE, IT IS AGREED by aNd betweeN tHe said parties hereto as follows:-

(1) That iN coNsideratioN of the premises aNd of the sum of one dollar, the said Rose T. Coursey does hereby agree to renew the said mortgage, together with the indebtedness secured thereby, to wit, the sum of TWELVE HUNDRED AND FIFTY DOLLARS ($1250), aNd tHe iNterest to accrue tHereon from said first day of April, in tHe year NiNeteen hundred and nineteen, for a period of three years from said first day of April, 1919.

(2) That in consideration of said renewal, the said Charles F. Eckhardt hereby agrees to pay interest upon the said sum of twelve hundred and fifty dollars, at the rate of six per cent per annum, payable semi-annually as in said mortgage provided, and to abide by and perform all of the covenants and conditions in said mortgage provided.

Witness the hands and seals of the said Charles F, Eckhardt and Rose T. Coursey, the day and date first above written.

Rose T. Coursey (SEAL)

TEST, as to Rose T. Coursey

Chas. F. Eckhardt (SEAL)

J. McK. Tilghman

TEST,

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, Sct.:

I hereby certify that oN this SeveNteeNth day of May, iN the year NiNeteen hundred and nineteen, before me, the subscriber, a Notary Public of the State of MarylaNd, iN aNd for the City of Philadelphia, persoNally appeared Charles F. Eckhardt, aNd ackNowledged the aforegoiNg AgreemeNt of ExteNsioN to be his act.

In testimony whereof I have hereunto subscribed my name and attached my Notarial Seal.

NormaN H. Stevens
Notary Public.

Notary Public Seal.

My CommissioN Expires January 22, 1921.

STATE OF MARYLAND. QUEEN ANNE'S COUNTY, to wit:

I Hereby certify tHat oN tHis NiNeteeNtH day of May, 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, personally appeared Rose T. Coursey, and acknowledged tHe aforegoing Agreement of Extension to be Her act.

J. McK. Tilghman
Justice of the Peace.

Testimony.
Filed Sept. 4th, 1922.

Charles E. Tucker, Assignee of Mortgage, vs. NathaN P. Leamy, aNd Sallie E. Leamy, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. Cause No., 2432.

To the HoNorable, the Judges of said Court:

The uNdersigNed one of the regular Examiners for this Honorable Court, having been notified by Counsel for Chas. F. Eckhardt, Exceptant, of his desire to take testimony in support of the exceptions filed to the ratification of the sale made and reported in said proceedings, and Chas. E. Tucker, the Assignee making the sale consenting, your Examiner did attend at the office of Chas. E. Tucker, in the town of Centreville, Queen Anne's County, Maryland, at the hour of two o'clock p.m. Thursday the twenty fourth day of August, 1922, and in the presence of Frank Noel Esq., of CouNsel for ExceptaNt, and Chas. E. Tucker Esq, the Assignee of mortgage, proceeded to take the following testimony, to wit;

Chas. F. Eckhardt, the first witness of lawful age produced on the part of the Exceptant, being duly sworn and examined, deposes and says;

Examination by Frank D. Noel, Esq.

1st INt. State your Name, age, residence and occupation.

Ans. Chas. F. Eckhardt, I am 62 years of age, I reside at #226 Redman Ave., Haddonfield, N.J. My occupatioN is, I have beeN a miNiNg man and I have dabbled in real estate, I suppose that you might say I am now in the Oil business.

2nd Int. Do you know the parties to this case?

Ans. I know them all.

3rd Int. In what way are you interested in the property in this case?

Ans. I am the owner of the Equity of redemption under the mortgage being foreclosed, having purchased the property from NathaN P. Leamy aNd wife by deed dated Dec. 2nd, 1910, recorded among the land records for Queen Anne's County, Md. Liber S.S. #9, folio 150.

4th Int. Were you present at the time this property was sold at public auction May 2, 1922, and reported to this Court by Mr. Tucker the Assignee as having been sold to Lukacs Balazs for $1720.?

Ans. Yes.

5th Int. What if anything did this purchaser do or say at the time of the sale that might have had any effect upon the fairness of said sale?

Ans. I was standing there with my friend whom I had brought down with me from Philadelphia, his name is Harry S. Amwake, who came with me to purchase the mortgage or farm at the time of the sale. A foreigner standing close by us at once announced that the farm was bush land and of no good at all. After making several expressions of that kind it caused my friend Mr. Amwake to get cold feet and I suppose you would say lose interest in buying the property for me.

6th Int. What else occurred at the time of the sale that might have had any effect upon the purchase price of the property or influence prospective buyers at this sale?

Ans. There was nothing except the remarks which I have stated was made by the foreigner who became the purchaser of the property.

7th Int. Did anything else occur on the day of sale that might have affected Mr. Amwake's intention to buy this farm for you?

Ans. Before the sale Mr. Amwake and myself caledd at Mr. Tucker's office and in the course of conversation Mr. Tucker remarked that in his opinion the farm was not worth more than $1700.

8th Int. Was the statement by Mr. Balazs to the effect that this farm was bush land and no good true or untrue?

Ans. His statement was false and made with the intention of depriving me of my rights in the property.

9th Int. What is the character of this farm? Described it as to its value.

Ans. It consists of 205 acres of land improved by a flour mill building and a two story dwelling and other outbuildings. About one hundred acres of it is tillable and the balance has valuable timber growing on it. In my opinion it is worth $800 to me.

10th Int. Were you ever a resident of Queen Anne's County, Md?

Ans. The first year I bought, I was. That has been about 12 years ago and it was then I took out Citizenship papers, I mean by that, that I declared my intention to become a resident of Queen Anne's County. I am a native born citizen of the United States.

11th Int. What is the present assessed value of this land?

Ans. $2964.

Cross examination by Mr. Tucker.

1st Int. Mr. Eckhardt you have stated in answer to the fifth interrogatory that you were present with your friend Mr. Amwake, who you say came for the purpose of saving your land for you, and that when the sale was about to begin, that a foreigner standing close by you announced that the farm was bush land and of no good at all. In what manner was this announcement made and to whom?

Ans. By open mouth and loud enough close by to plainly hear.

2nd Int. How far away was Mr. Tucker, the Assignee, when this announcement was made?

Ans. Mr. Tucker was moving back and forth in our presence. I cant say that Mr. Tucker overheard our words as he was moving back and forth paying attention to the people.

3rd Int. Did or not the man who afterward became the purchaser of this property make these remarks directly to you and Mr. Amwake?

Ans. He made them direct to us, not knowing either of us.

4th Int. You say he did not know either of you. How do you know that?

Ans. I had never seen the man.

5th Int. Do you know whether or not the said purchaser had reason to think you or Mr. Amwake was a prospective bidder on this property?

Ans. I dont know about that. It looked to me as if he was using his influence to influence bidders not to buy.

6th Int. How many bidders were there on the property?

Ans. I couldn't tell that.

7th Int. Did you or Mr. Amwake make a bid?

Ans. No sir:

8th Int. Mr. Eckhardt, you say you and Mr. Amwake were here for the purpose of saving your farm. If this be true, why did not you or he make a bid?

Ans. Well; as to myself, I had no means to cover it, I was broke, and I depended upon Mr. Amwake taking care of my rights and interest. Mr. Amwake did not, because of what the purchaser said to him.

9th Int. You were very much interested in this sale, were you not?

Ans. I was.

10th Int. As interested as you were or say you were, you say you cannot say how many bidders there were?

Ans. I could not say now may bidders there were, there didn't seem to be more than the foreigner who became the purchaser, there might have been some around. I thought you were bidding.

11th Int. You say Mr. Amwake came down to protect your interest. When did Mr. Amwake or yourself arrive and had Mr. Amwake ever seen the property being sold?

Ans. Mr. Amwake came here for the purpose of taking up the mortgage to protect my interest in the farm. On May second 1922, the day of sale, we got here on the 11,10 train. Mr. Amwake had never seen the property to my knowledge.

12th Int. When was the last time you ever saw this property prior to the sale?

Ans. December 1921.

13th Int. Before you came down in the latter part of 1921, what was the date prior to that when you last saw it?

13th question withdrawn.

14th Int. You say this property is worth $8000. State what rents you have received from this property, from whom and when?

Ans. Well the last fellow had it at 400 a year. I think his name was John Miller, he was a man from the Agricultural College at Doylestown, Pa, this was in 1920. He had a lease for three years. He stayed one year and moved away. He paid me $200 in the beginning but he moved away without paying the balance. I cant answer as to how much I received from the rents of the property, I couldn't even tell you how much I got, the year I lived on it.

15th Int. Mr. Eckhardt you state that Mr. Tucker said the farm was not worth more than $1700 or about enough to pay the mortgage, past due interest and costs. Are you sure of this, or did Mr. Tucker say to you and Mr. Amwake that if Mr. Amwake desired to purchase the farm that no matter what he might have to pay, that he, Mr. Tucker, would guarantee that if you would assign to him, Mr. Amwake, the Equity that it would not cost more than $1650, or $1700, as he was willing, if it would be of benefit to you, to relinquish his commissions on any sum over and above that amount?

Ans. My recollection is that Mr. Tucker first stated that in his opinion this property was not worth more than $1700. At least I got that impression, but it is also true, Mr. Tucker said that he would if necessary or if it would be of any benefit to me, that he would waive his commissions to such an extent that it would not cost me more than $1650.

16th Int. Was Mr. Tucker a party to the statement which you say was made by the purchaser as to bush land and that it was no good?

Ans. No. I did make any such assertion as that and I do not intend to convey any such impression.

17th Int. In your affidavit filed in the nature of exceptions to the sale made and reported in this cause, you say the first notice you had of a foreclosure of this mortgage was a letter you received from Mr. Tucker, the Assignee, which you received about the middle of April. Can you give the date of that letter and what it contained?

Withdrawn.

Had you ever been notified by any one that the mortgage would have to be paid at maturity, or advising you to be prepared to pay same at maturity, if yea, state whom and when.

Ans. Miss Courtey, I believe, she wanted the money and I think one or two letters passed between you and I, and I asked you if you could place the mortgage upon the place. In your reply, you said you could not make me a loan, that you had more applications than you could fill.

18th Int. When did you first learn that Miss Coursey would require this mortgage to be paid at maturity?

Ans. I first knew of it last Fall. I think in November.

19th INt. Mr. Eckhardt, you say the farm is improved by a Flour Mill Bldg., dwelliNg and other outbuildings. Is the Flour Mill in operation and what is the condition of the buildings?

Ans, The Flour Mill Machinery is all gone and the building is in poor condition. The dwelling is old but of good material and in fairly good condition but is in need of paint and some other repairs.

20th Int. To your knowledge, was any statement made by Mr. Tucker as to value of farm or its condition, except what may have been said to you and Mr. Amwake in your conference with him in his office on the day of sale?

Ans. No sir, all that was said by Mr. Tucker was wheN Mr. Amwake aNd I called oN him at his office, the day of sale.

No redirect examiNatioN.

ExamiNer's special.

ANs. At this time I will state that really bearing on the case, I do not know of anything else.

Test: Charles F. Eckhardt.

M. B. Bordley.

By coNseNt witness recalled to answer the following:

Int. Why is not Mr. Amwake present at the taking of this testimony as your witness?

Ans. He is not a resident of tHe State of Maryland and was unable to come to Centreville today on account of tHe condition of His business. He lives in Collingswood, N.J.

At tHis poiNt the ExceptaNt files with your Examiner an affidavit of Harry S. Amwake, same being marked "Exceptant's Exhibit A".

Objected to because same is not proper evidence, not having been taken under order of Court and the Assignee making sale of the property having no opportunity of cross examining the witness.

There being no further witnesses to be examined for the Exceptant and no further time for the production of evidence being desired by the Exceptant, your Examiner herewith closes the testimony offered by Exceptant and adjourned to meet again for the purpose of taking such testimony as might be offered by Chas. E. Tucker, Assignee, the party making the sale under the mortgage mentioned in the proceedings, said sitting to take place upon such day as Mr. Tucker may designate, subject to approval of your Examiner, Mr. Noel, the representing Counsel for Mr. Eckhardt, the Exceptant, stating that he did not desire to be present at the taking of testimony for the Assignee.

Mr. Tucker, having requested your Examiner on August 26th to designate Monday, August 28th, for the taking of such testimony as he might produce, your Examiner complied with the request, but on Monday morning, Mr. Tucker showed to your Examiner a letter which he had received from Mr. Noel, the actiNg CouNsel for the ExceptaNt stating that Mr. Camerson, the Chief Counsel, thought it would be advisable for him, mr. Noel, to be preseNt, I thereupon, Mr. Tucker consenting, set the taking of evidence for the Assignee, for Thursday, August 31st. at the hour of ten o'clock a.m. Mr. Noel to be apprised of this date by Mr. Tucker.

ON this, the thirty first day of August, iN the year Nineteen hundred and twenty two, at the hour of ten o'clock a.m. your Examiner attended at the office of Charles E. Tucker, in the town of Centreville, Queen Anne's County, State of Maryland, and after reading a postal card received by Mr. Tucker from Mr. Noel, CouNsel for Exceptant, apprising him of his inability to be present and consenting to the taking of such testimony as might be offered by Mr. Tucker, the Assignee of Mortgage mentioned in these proceedings, proceeded to take the following testimony, to wit:

Charles E. Tucker, the first witness of lawful age produced on the part of the Assignee of said mortgage, being duly sworn and examined, deposes and says:

1st Int. State your name, age, residence and occupation.

Ans. Charles E. Tucker, 49 years of age, reside in Centreville, Queen Anne's County, Md., and my occupation is Attorney at Law.

2nd Int. State all you know or that you can recall in reference to the matters involved in these proceedings.

Ans. Some time in the early part of 1919, Miss Rose Coursey of this County, who then held the mortgage mentioned in these proceedings and Chas. F. Eckhardt, the supposed owner of the property subject to this mortgage reached an agreement as to when the mortgage was to be paid. For the protection of Mr. Eckhardt, Miss Coursey asked me to prepare the agreement for the extension of the time of the payment of the mortgage to April 1st, 1922. This I did and the agreement was forwarded to Mr. Eckhardt for his signature. Mr. Eckhardt signed and returned same. Early in the Fall of 1921, Mr. Eckhardt was notified that the mortgage would have to be paid at maturity of extension agreement, April 1st, 1922. His attention was again called to the matter in November and he wrote asking me if I would arrange to take over the mortgage for him and that he would like to raise it to two thousand dollars. I wrote him that I was unable to grant his request. NothiNg more was heard from Mr. Eckhardt uNtil the early part of March 1922, at which time he wrote to Miss Coursey that he was busy on the matter and what he expected to so and that she would hear from him again in a week or so. Nothing more was heard from him until April 4th or fifth at which time he wrote her that he was unable to pay the mortgage and offering an exchange of mortgaged property in Philadelphia for this mortgage. On the fifth day of April 1922, the mortgaged was assigned to me and I at once started foreclosure proceedings. I immediately notified Mr. Eckhardt of my action and gave him the date upon which the sale would take place, also telling him that the sale would take place unless the mortgage debt, interest and costs were paid prior to the time of mortgage debt, interest and costs were paid prior to the time of sale. I heard nothing from Mr. Eckhardt until he and a Mr. Amwake came to my office on May 2nd, the day of sale of the mortgaged property. They tole me that Mr. Amwake had come down to try to save the property for Mr. Eckhardt. They asked that the sale be postponed, I told them I couldn't do that, the only way I was willing to stop the sale being upon payment of the mortgage debt, interest and costs, Mr. Amwake stated that he could not do that as he did not have enough ready money and he also said that he wanted to be sure that his money was safe in the event he did help Mr. Eckhardt. The three of us talked some considerable time over the matter and I suggested to them several different plans. One was that Mr. Eckhardt could convey the property to Mr. Amwake, then no matter what the place might sell for Mr. Amwake would only have involved the amount of money necessary for the payment of the mortgage and costs. I also suggested that if Mr. Amwake

was willing to trust Mr. Eckhardt, that he could become the purchaser and and take an assignment of the difference he might have to pay for the property and what was necessary for the payment of the Mortgage and costs. These methods did not seem satisfactory to them, so I suggested that they go see some other Attorney and see if they could not agree upon some way by which they could get what they wanted, . I was telling them that I was willing to co-operate with them in way I could so that Mr. Eckhardt might retain his property, I told them that if they could get matters in shape so that either of them could become the purchaser, I would guarantee that the mortgage indebtedness and costs of sale would not be greater than sixteen hundred and fifty dollars, that if necessary I would donate a part of my commissions to attain this end. I asked how much money they could put up as the cash payment on the day of sale, and Mr. Amwake said he could not raise more than four hundred dollars. The terms were one third in cash on day of sale, but I even told them that I would waive to such an extent as to take their $400, because in the event they were unable to fully comply a little later or before time of ratification of sale, this amount would cover the expense of a re-sale. NoNe of these matters seemed to appeal to them. When the time for the sale to take place arrived, both Mr. Eckhardt and Mr. Amwake attended. Neither of them made a bid. There were but two bidders, myself for the protectioN of the mortgage interests and a Mr. Balazs. Several times during the bidding I went to Mr. Eckhardt and Mr. Amwake and asked if I should make a bid for them or either of them, that I had more than reached the amount necessary for the protection of my interests but if they so desired I would go higher for him or they could bid for themselves, that my offer still held open; each of them declined. I did not want the property and so after giving due notice and ample time for any one so desiring to advance over the bids made, the property was struck off to Mr. Balazs who was a perfect stranger to me. Mr. Eckhardt states that I said the property was not worth more than $1700. I never made any such statement for I did not know what the property was worth. The only statement that I made to either Mr. Eckhardt or Mr. Amwake was as to what I would require to be bid for the property in the event neither of them became the purchaser, and that statement was, that I would not let the property go for less than $1700, as I was going to make sure it brought enough to pay the mortgage debt and all costs.
Mr. Eckhardt states that the man who became the purchaser announced at the sale that the farm land was bush land and of no good at all. If this announcement was made, it must have been made to them in a conversational way and not in the nature of an announcement, other wise I would have been more than likely to hear it but I did not hear any such remark. I was never far from any of them and they were all standing close to each other. This property was assessed in 1916 at $2946. which assessment still exists.
I am in no way interested in the property or in the purchaser thereof, the only interest I have is in getting the purchase money, the payment of costs and mortgage indebtedness and the payment of the residue to whoever may be entitled to same.

Examiner's special.

I forgot to state, that when Mr. Eckhardt and Mr. Amwake came to my office, I did say to them that I thought the probabilities were that they could become the purchasers for but little more than the amount required to take care of the mortgage debt and costs, which I estimated would possibly amount to $1650, and not more than $1750.

I cannot recall anything else.

Test; M.B. Bordley. Chas. E. Tucker.

Wm. Otho Thomas, the next witness produced on the part of the Assignee of mortgage and defendant, being of lawful age and being duly sworn and examined, deposes and says:

1st Int. State your name, age, residence and occupation.

Ans. Wm. Otho Thomas, 63 years of age, reside in Sudlersville, Queen Anne's County, Maryland, occupation Merchant and Banker.

2nd Int. Are you or not acquainted with the values of land in the First Election District of Queen Anne's County, Maryland, and especially of that section of land lying between Peters' Corner and Templeville?

Ans. I know them fairly well.

3rd Int. Are you or not acquainted with the land generally known as the old Curlett Farm situate in the First District of said County, between Peters' Corner and Templeville?

Ans. Yes I know it fairly well.

4th Int. This suit is upon Exceptions filed by Chas. F. Eckhardt to a sale made under a mortgage from Nathan P. Leamy and Sallie E. Leamy to William J. Price and by Price assigned to Rose T. Coursey and by Rose T. Coursey assigned to Chas. E. Tucker, the description of said land being in the advertisement and a Certificate of Advertisement being filed with the report of sale in these proceedings.

Look at the Certificate and advertisement filed with said Report, which I now hand you and state whether or not the land therein described is the same as the farm you know as the Curlett farm?

Ans. It is the same land.

5th Int. Knowing the values of land in the vicinity of this farm and being familiar with the land sold under the mortgage mentioned in these proceedings, state what in your judgment is a fair value of this particular tract of land, either at forced sale or otherwise?

Ans. Some time during the month of May 1922, a gentleman came to see me wanting to borrow some money on this property, I think his name was Balazs. At that time I placed a value on this property of about $1500 or $1600, and agreed to let him have about $800. or what I estimated about 50% of the value of the property.

6th Int. What is the character of this land as to highness, lowness, fertility and quality of soil and the general character of the whole tract?

Ans. The major portion of this land is low land grown up in bushes, a good deal of it is branch and scrub land. I do not know how much of it is tillable but not very much high land. There has not been any drainage done for some years and heavy rains flood the low parts of the farm.

Examiner's special,

Ans. I do not.

Wm. O. Thomas.

Edwin H. Brown, Jr., the next witness of lawful age produced on the part of the Assignee of Mortgage, defendant, being duly sworn and examined, deposes and says:

1st Int. State your name, age, residence and occupation.

Ans. Edwin H. Brown, Jr., years of age, reside in Centreville, Queen Anne's County, Md., occupation Attorney at Law.

2nd Int. Mr. Brown, this is a case where Chas. F. Eckhardt has filed exceptions to a sale of real estate under mortgage from Nathan P. Leamy and Sallie E. Leamy, to William J. Price, and by mesne assignments assigned to Chas. E, Tucker,. State whether or not Chas. F. Eckhardt or Harry S. Amwake who Mr. Eckhardt states came down to protect his, Eckhardt's interest, ever called upon you in reference to said sale and if so, state just what the statement was.

Ans. Mr. Eckhardt never did come to see me about the sale. Mr. Amwake came some time after the sale and talked with me about it. After some conversation about the sale and going into the matter thoroughly, he told me he would not have anything to do with the Exceptions to the sale. In the course of this conversation he spoke in the highest terms of Mr. Chas. E. Tucker and of the way in which he had treated both him and Mr. Eckhardt. He said that Mr. Tucker would not advise him as to what he should pay for the place as he, Mr. Tucker, did not know what the place was worth, as he had not seen it for quite a while. He further said to me that Mr. Tucker did say to him that if either he or Mr. Eckhardt would but the place that he would see the costs would not exceed a certain figure, just what this figure was I don't remember. Mr. Amwake further stated to me that Mr. Tucker had made no statement that would in his judgment affect the sale of this property or in any way prejudice a buyer against bidding on it. Mr. Amwake said that he came down here in the interest of Mr. Eckhardt but at his own expense.

Examiner's special.

I do not.

Test; M.B. Bordley. Edwin H. Brown, Jr.

At this point, the Assignee of the mortgage, defendant, files with your Examiner, the following letters from Mr. Eckhardt to Miss Rose T. Coursey, Letter dated Oct. 25, 1921, Letter dated March 10, 1922 and letter dated April 3rd, 1922, each of the being marked "Exhibit C.E.T. Nos. 1, 2 & 3, respectively, also a letter received by Chas. E. Tucker, but headed "FraNk Tucker, Esq., Atty. marked "Exhibit C.E.T. #4", aNd asks that same be taken as a part of the evidence.

There is also filed with your Examiner the Agreement to extend mortgage.

There being no further witnesses to be examined and further time for the production of evidence, your Examiner herewith respectfully makes his Return, together with his Exhibits marked "Exceptants Exhibit A", and the Assignees Exhibits "C.E.T. No. 1, 2, 3 aNd 4", and certifies that he was engaged as such Examiner three days, and examined four witnesses, making the costs chargeable as follows:

Exceptants costs,

M.B. Bordley,	Examiner,	$6.00

Assignees costs,

M.B. Bordley,	Examiner	6.00
W.O. Thomas,	Witness	.75
Edwin H. Brown, Jr.	"	.75
		$13. 50

Respectfully submitted,

M.B. Bordley,
Examiner.

Exceptants Exhibit "A".
Filed Sept. 4th, 1922.

STATE OF NEW JERSEY)
)ss.
CAMDEN COUNTY)

Harry Amwake, of full age, beiNg duly sworn according to law, upon his oath deposes and says:

I reside in the Borough of Collingswood, County of Camden, and State of New Jersey.

On the second day of May, 1922, I accompanied Charles F. Eckhardt to Centerville, the County seat of Queen Anne's County, State of Maryland, for the purpose of purchasing a certain farm, the property of said Charles F. Eckhardt, which was that day to be offered for sale by the Sheriff of Queen Anne's County, and I was then and there prepared to bid at said sale to an amount necessary to satisfy said mortgage with all interest and costs; that I was prompted to do this from a desire to protect the interest of Charles F. Eckhardt, and believing that said farm was worth more than would be required by the sum at said sale, and that my purchase of said farm would have been for the benefit of the said Charles F. Eckhardt.

On said second day of May, 1922, accompanied by the said Charles F. Eckhardt, immediately prior to time set for said sale, I called at the office of Charles E. Tucker, the mortgagee foreslosing said mortgage, and the said Charles E. Tucker then and there stated to deponent, in the presence of Charles F. Eckhardt, that it would require Seventeen Hundred Dollars to satisfy said mortgage, interest, costs &c., and that said farm was not worth more than the said sum of Seventeen Hundred Dollars, and because of said statement of the said Charles E. Tucker, this deponent did not bid at said sale, beyond the amount of Seventeen Hundred Dollars.

Sworn and subscribed to
before me tHis 23rd day
of August, A.D. 1922.

Harry S. Amwake.

Wm. A. Chamberlinn
Notary Public.

Notary
Public
Seal.

C.E.T. "#1".
Filed Sept. 34th, 1922.

Phila, Pa. Oct. 25th, 1921.

Miss Rose T. Coursey:

My dear FrieNd:

Enclosed find draft for $37.50, your interest money. I really did not have it before, had to wait till I sold some security. Hoping this will be satisfactory.

I am yours,

Chas. F. Eckhardt.
1122 Oxford St.,

The matter of Mtg. I am not in a position to talk. Will say something later on.

"C.E.T. #2".
Filed Sept. 4th, 1922.

Haddonfield, N.J. Mar. 10, '22.

Miss Rose T. Coursey:

My Dear FrieNd:

Your letter recd. Am busy on that matter. Have not met with success up to now, altho' have one partly promise but I don't rely on it.

Wrote your atty., he said he had to_ many ahead. That was a month ago. I mailed stamp to P.M. at Centreville for information as to right party to send for information in Federal Loans. He would not reply.

I have a lot of property. Can't sell now. I can tell you more in a week or so.

Am planning to corporate a big stock farm, with moneyed parties.
Will know shortly. I will write you very soon. Your investment is No. 1, oNly I presume you want more interest money.

Yours respectfully,

Chas. F. Eckhardt.

226 Redman Ave.

C.E.T. #3".
Filed Sept. 4th, 1922.

226 Redman Ave.,
Haddonfield, N.J.
April 3rd, 1922.

Miss Rose T. Coursey.,
1230 Amsterdam Ave.,
New York City, N.Y.

Dear madam:

ReferiNg to your Mortgage oN my Farm, iN QueeN Ann County, Maryland, that is due April 1st, 1922.

I am unable now to pay your Mortgage but I can arrange to turn over a three year old brick and stone six rooms, bath, heat and electric light house with front yard, front portch and back yard in a beautiful residential section of West Philadelphia.

The price of this house is only $5000.00, there is a first mortgage of $2800 and a Building and Loan for $900.00. There has been paid about $200.00 off of the Building and Loan, therefore your equity in the house will be about $1400.00 or $1500.00, in exchange for your $1250.00 Mortgage.

The rent is now $33.00 per month and is now rented, but you can raise it to $37.50 very easily, for it is worth it.

If this arrangement is agreeable to you kindly advise me and have your attorney or yourself come at your earliest convenience to inspect this property with me.

I sincerely trust that you can adjust my obligation to you along the above lines.

Yours very truly,

C.F. Eckhardt.

You reply to this:

R.T.C.

C.E.T. "#4".
Filed Sept. 4th, 1922.

Phila, Pa.Nov. 22nd, '22.

Frank Tucker, Esq., Atty:
Centreville, Md.,

Dear sir:

I wish you would arrange for the taking over of the Mortgage of $1250. 6% held by Miss Rose Coursey, due April 1st,. I would like to raise it to say even money $2000. It's safe and sure good property and land 205 acres.

I desire to make proper repairs with the advance money and go there and live and raise quite a number of acres of alfalfa. There is more money in that than the ordinary way of farming.

I have a German farmer to take over 1/2 the farm for the next year. We go down Sunday to look over things.

C.F. Eckhardt,
8230 Oxford St.,

Submission for Order on Sale.
Filed Sept. 29th, 1922.

Charles E. Tucker, Assignee.	In The
vs.	Circuit Court for
Nathan P. Leamy and Sallie E. Leamy.	QUEEN ANNE'S COUNTY
	In Equity. No. 2432.

To the HoNorable, the Judges of said Court:

The matter of the exceptioNs of Charles F. Eckhardt to the ratificatioN of the sale reported by the Assignee in said case, is submitted to the Court for decree upon exceptions, answer thereto and the testimony heretofore filed.

Chas. E. Tucker
Assignee.

Frank D. Noel
Solicitor for Exceptant.

FINAL ORDER OF RATIFICATION.

Charles E. Tucker, assigNee of Mortgage,	In the Circuit Court for
vs.	Queen Anne's County,
Nathan P. Leamy, and Sallie E. Leamy, his wife, Mortgagors.	in Equity.

ORDERED, this 9th day of October, in the year nineteen hundred and twenty two, by the Circuit for Queen Anne's County in EQUITY_ and by the authority of said Court, that the sale of the real estate made by Charles E. Tucker, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, and the said Charles E. Tucker, 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.

And it is further ordered that the exceptions to the ratification of said sale filed by Charles F, Eckhardt be and the same are hereby overruled.

Lewin W. Wickes
Thomas J. Keating.

Filed Oct. 10th. 1922.

#2436 CHANCERY.

Queen Anne's County, to wit: Be it remembered that on the twenty seventh day of April, in the year nineteen hundred and twenty five, the following Bill of Complaint was filed for record, to wit/

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

Edna Roe and John D. Roe, her husband, Laura Coursey and Archie Coursey, her husband. Samuel Charles Coursey,.....	Plaintiffs.
versus	
William A. Coursey and Bertha Coursey, his wife, Medford E. Coursey, Marguerite E. Coursey, John Russell Coursey, Naomi Coursey, infant,.....	Defendants.

To the Honorable, the Judges of said Court:

Your orators complaining say:

1. That one John T. Coursey, late of said County, deceased, departed this life sometime in the year nineteen hundred and five, intestate and seized and possessed in fee simple in severalty of a farm or tract of land called or known as "Mary's Choice", "The Coursey Farm", "The John T. Coursey Farm", situate, lying and being in the sixth Election District of Queen Anne's County, State of Maryland, on the road from Roesville to Ingleside and on the road from Ingleside to Bridgetown, adjoining the Home Farm of the late Charles R. Walls and the land of others, and containing two hundred sixty eight acres of land, more or less.

2. That the said John T. Coursey left surviving him at the time of his death as aforesaid as his only heir at law one son, Samuel Charles Coursey, to whom said land descended upon the death of his father as aforesaid in fee simple.

3. That the said Samuel Charles Coursey entered into possession of said farm or tract of land upon the death of his father as aforesaid and continued in the possession thereof as absolute owner untill the time of his death on the twenty second day of February, nineteen hundred and twenty one.

4. That the said Samuel Charles Coursey departed this life on the date above mentioned intestate, seized and possessed in fee simple of said farm or tract of land and leaving surviving him as his only heirs at law four children, to wit: Your oratrix, the said Edna Roe, is now married to the said John D. Roe, your oratrix, Laura Coursey, who is married to the said Archie Coursey, your orator, the said Samuel Charles Coursey, the defendant, William A. Coursey, and also four grandchildren, the children of a son, Thomas Medford Coursey who pre-deceased his said father, to wit: Medford E. Coursey, Marguerite Coursey, John Russell Coursey and Naomi Coursey, who are among the defendants herein named.

5. That the said William A. Coursey is married to the said Bertha Coursey and resides with her in Queen Anne's County aforesaid.

6. That the said Medford E. Coursey and Marguerite Coursey, defendants, are both adults and both reside in Queen Anne's County aforesaid.

7. That the said John Russell Coursey is an infant under twenty years of age residing in Queen Anne's County.

8. That the said Naomi Coursey is an infant under the age of twenty one years and resides with William A. Coursey, her uncle, in Queen Anne's County.

9. That the said Edna Roe, Laura Coursey, Samuel Charles Coursey, the plaintiffs, William A. Coursey, Medford E. Coursey, Marguerite Coursey, John Russell Coursey and Naomi Coursey, defendants, are now seized and possessed in fee simple as tenants in coparcenary of the farm or tract of land above mentioned, the said Edna Roe, Laura Coursey, Samuel Charles Coursey and William A. Coursey each being seized and possessed of one undivided fifth part thereof and the said Medford E. Coursey, Marguerite Coursey, John Russell Coursey and Naomi Coursey, each being seized and possessed one undivided twentieth part thereof.

10. That the said land cannot be divided among the said parties owing the same and entitled thereto as above set forth according to their respective interests without loss or injury to said parties, and your orators are advised that they are entitled to have said land sold under a decree of this Honorable Court and a division of the money arising from such sale had among the parties so owing said land according to their respective interest therein.

To the end therefore:

(1)

That the land hereinbefore described may be sold under the decree of this Honorable Court:

(2)

That the proceeds of such sale may be distributed under the direction of this Court between your orators and the plaintiffs according to their respective interests therein.

(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 writ of subpoena directed to the said William A. Coursey and Bertha Coursey, his wife, Medford E. Coursey and Marguerite Coursey, residing in Queen Anne's County aforesaid, the said John Russell Coursey, infant residing in Queen Anne's County, and Naomi Coursey, iNfant, residing in Queen Anne's County, Maryland, with her uncle, commanding them 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 in duty bound &c.,

Richard T. Earle
Solicitor for the plaintiff.

Subpoena for Respondent
to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND,

TO

Naomi Coursey, INfaNt.

Of Queen Anne's County, 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 July next to answer the complaint of Edna Roe, et. al., 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 day of in the year of our Lord one thousand nine hundred and

Issued the 13th day of May, A.D. 1922.

Richard T. Earle
Solicitor for

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 July next, being the Return Day.

J.F. Rolph, Clerk.

And on the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:

"I hereby certify that I did om this 13th day of May, 1922, serve the within and aforegoing writ of subpoena upon Naomi Coursey, infant, named therein, by reading the same to her, and that I did at the same time leave with W,A, Coursey, her guardian, with whom she, said infant, was residing at time of said service, a copy of said writ of subpoena.

Sheriff of Queen Anne's County.
S.E. Spry, Sheriff.

Subpoena for Respondent to
appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place THE STATE OF MARYLAND

TO

William A. Coursey, Bertha Coursey, Medford E. Coursey, Marguerite Coursey, JohN Russell Coursey.

Of QueeN Anne's County, 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 May next to answer the complaint of Edna Roe et. al., 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 April in the year of our Lord one thousand nine hundred and 22.

ISSUED the 27th day of April, A.D. 1922.

R.T. Earle
Solicitof for

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 May next, being the Return Day.

J.F. Rolph, Clerk.

Subpoena for Respondent
to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

THE STATE OF MARYLAND

TO

Naomi Coursey, Infant

Of Queen Anne's County, 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 May next to answer the complaint of Edna Roe et. al., 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 First Monday of April, in the year of our Lord one thousand nine hundred and Twenty two.

ISSUED the 27th day of April, A.D. 1922.

R.T. Earle
Solicitor for

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 May next, being the Return Day.

J.F. Rolph, Clerk.

A copy of the above Subpoena was served and returned "Non Est".

Petition to Amend Bill of Complaint
and Order thereon.
Filed July 17th, 1922.

In the Circuit Court for Queen Anne's County.

Edna Roe et al.,
versus
William A. Coursey et al.

Chancery Docket, Cause No. 2436.

To the HoNorable, the Judges of said Court:

The petitioN of EdNa Roe and the other plaintiffs named in the bill of complaint filed in the above cause, unto Your Honors respectfully sets forth:

1. That John Russell Coursey, one of the defendants named in the bill of complaint filed in the above cause, is proceeded against therein as an adult residing in Talbot County.

2. That since filing said bill of complaint it has come to the knowledge of your petitioners that the said John Russell Coursey is an infant under twenty one years of age and is a resident of Queen Anne's County.

3. That it is necessary for your petitioners be allowed to amend their said bill of complaint so as to state therein that the said John Russell Coursey is an infant under twenty one years of age and resides in Queen Anne's County, and so as to secure process against him accordingly.

Your petitioner therefore _____ Your Honors to pass an order allowing them to amend the said bill of complaint so that the same shall read that the said John Russell Coursey is an infant under twenty one years of age and resodes in Queen Anne's County, and so as to procure service of process against him accordingly.

Respectfully submitted,

Richard T. Earle
Attorney for petitioners.

Ordered, this Seventeenth day of July, in the year nineteen hundred and twenty two, upon the aforegoing petition, by the Circuit Court for Queen Anne's County in Equity, that leave be and the same is hereby granted unto the petitioners to amend their bill of complaint filed in the above cause as prayed in the aforegoing petition, and it is further ordered that said amendment shall be made as follows:

(1) By striking out the words in paragraph 7 of said bill of complaint "an adult residing in Talbot County, Maryland", and inserting in the place thereof the words "an infant under twenty one years of age residing in Queen Anne's County".

(2) and by striking out the words "residing in Talbot County" following the words "John Russell Coursey" in the prayer for process of said bill of complaint, and inserting in the place thereof the words "infant, residing in Queen Anne's County".

And it is further ordered that the clerk of this Court shall issue the subpoena for John Russell Coursey, infant, residing in Queen Anne's County.

Philemon B. Hopper.

Subpoena for Respondant
to appear and answer.
Filed July 21st, 1922.

Seal's
Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

JohN Russell Coursey, Infant,

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 August next, to answer the complaint of Edna Roe 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 July 1922.
Issued the 19th day of July in the year 1922.

J.F. Rolph, Clerk.

Richard T. Earle

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 August next, being the Return Day.

J.F. Rolph, Clerk.

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

"I hereby certify that I did serve the within and aforegoing writ of subpoena upon John Russell Coursey, infant named therein, by reading the same to him on this 21st day of July, 1922, and that at the same time I did leave with him a copy of the said writ. And that at the same time I did leave with William A. Coursey, one of the legal guardians of said infant, a resident of Queen Anne's County, a copy of said writ.

July 21st, 1922.

S.E. Spry, Sheriff.

Petition for Appointment of
Guardian ad Litem and order thereon.
Filed July 22nd, 1922.

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

Edna Roe et al.,
VS
William A. Coursey et. al.,

Chancery Docket,
Cause No. 2436.

To the HoNorable, the Judges of said Court;

The Petition of Edna Roe and the other plaintiffs in the above cause by Richard T. Earle, their attorney, unto your Honors respectfully sets forth:

That the processes heretofore issued out of this court in the above cause against Naomi Coursey and John Russell Coursey, infants defendants, have been returned by the sheriff of this county "as served".

That while the said Naomi Coursey aNd John Russell Coursey have legal guardians residing within the Jurisdiction of this Court, the processes showing that copies of same have been left with one of said guardians, the said guardian may have interests in the object of this suit adverse to the said infants, and that your petitioners have been advised because of this adverse interest it is necessary that a guardian ad litem be appointed by this Court to answer and defend this suit for the said infants, Naomi Coursey aNd John Russell Coursey.

Your Petitioners therefore pray this Your Honors to pass an order appointing some suitable person guardian ad litem for the said Naomi Coursey and the said John Russell Coursey with authority to answer and defend this suit for them.

Respectfully submitted.

Richard T. Earle
Atty. for petitioners.

Ordered this 22nd 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 thereof, upon the aforegoing petition that Edwin H. Brown, of said county, be and he is hereby appointed guardian ad litem of Naomi Coursey aNd JohN Russell Coursey, infant defendants in said cause, with authority to appear, answer and defend the above suit for them.

Philemon B, Hopper.

Answers of William A. Coursey,
Bertha D. Coursey,
Marguerite Coursey.

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

Edna Roe et al., plaintiffs,
versus
William A. Coursey et al.,
defeNdants.
Chancery Cause No. 2436.

To the Honorable, the Judges of said Court:

The joint and several answer of William A. Coursey and Bertha A. Coursey, Medford E. Coursey and Marguerite Coursey to the bill of complaint of Edna Roe and others against them in the above court in the cause exhibited.

These defendants admit the several matters and things charged in the complainants' bill of complaint to be true and submit to such decree in the premises as may be right.

And as in duty bound &c.,

Wm. A. Coursey
Bertha D. Coursey
M.E. Coursey
Marguerite Coursey.

To Madison Brown:-

We hereby authorize you to appear for us in above cause and file this answer, and file such papers and take such other steps as may be necessary to procure the decree of sale applied for.

Wm. A. Coursey
Bertha D. Coursey
M.E. Coursey
Marguerite Coursey

Answer of Guardian Ad Litem.
Filed Aug. 26th, 1922.

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

Edna Roe, et al ,
versus
William A. Coursey, et al.
Chancery Docket, Cause No. 2436.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John Russell Coursey, an infant under twenty one years of age, by Edwin H. Brown, his guardian ad litem, appointed in the above cause, to the bill of complaint of Edna Roe and others against him in above cause in Chancery exhibited.

This defendant cannot admit any of the matters and things alleged in said bill, and being an infant of tender years, submits his rights to the protection of this Court.

Edwin H. Brown
Guardian ad Litem.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this twenty sixth day of August, in the year nineteen hundred and twenty two, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edwin H. Brown, Guardian ad litem and made oath in due form of law that the matters and things set forth in the above answer are true to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

Answer of Naomi Coursey, INfant,
by Edwin H. Brown, Guardian Ad Litem.
Filed Aug. 26th, 1922.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity:

Edna Roe et al.,
versus
William A. Coursey, et al.
Cause No. 2436.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Naomi Coursey, aN iNfant under twenty one years of age, by Edwin H. Brown, her guardian ad litem appointed in the above cause, to the bill of complaint of Edna Roe and others against her in the above cause in Chancery exhibited.

This defendant cannot admit any of the matters and things alleged in said bill, and being an infant of tender years submits her right to the protection of this Court.

Edwin H. Brown
Guardian ad Litem.

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 twenty two, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edwin H. Brown, Guardian ad litem and made oath in due form of law that the matters and things set forth in the above answer are true to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

Testimony.
Filed Apr. 26th, 1923.

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

Edna Roe and John D. Roe, her husband, Laura Coursey and Archie Coursey, her husband, Samuel Charles Coursey.....	Plaintiffs.
versus	
William A. Coursey and Bertha Coursey, his wife, Medford E. Coursey, Marguerite Coursey, John Russell Coursey, Naomi Coursey, INFaNt.....	Defendants.

TO the Honorable, the Judges of said Court:-

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 having notified the respective parties of the time and place of the taking of such testimony, I did attend at my office in the town of Centreville, Queen Anne's County, Maryland, on Monday March 5th. 1923, at the hour of 10 o'clock A.M. and in the presence of the respective Counsel, proceeded to take the following testimony, to wit:-

Edward Bailey, 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: Edward Bailey, I reside 2912 Walbrook Ave., Baltimore, Md., I am 59 years of age and my occupation is carpentering.

2nd Int. State whether or not you are acquainted with the parties to this suit or any of them. If yea, state which of them and how long you have known them.

Ans, I know all the parties. I have known them all nearly all their lives.

3rd Int. State whether or not you were acquainted with one John T. Coursey, late of Queen Anne's County, Md. If yea, state whether he is living or dead, and if dead, when and where did he die?

Ans. I knew him, he is dead, he died on the Coursey Farm in Queen Anne's County, in 1905. I was present when he died.

4th Int. State whether or not he left a last will and testament?

Ans. I never heard of any. I am sure he did not.

5th Int. State, if you know whether John T. Coursey at the time of his death, was the owner of any real estate situate in Queen Anne's County, Md. and if he did own any such real estate, describe same briefly in your answer.

Ans. He was owner of a farm located in the 6th Election District of Queen Anne's County, Md. on the road from Bridgetown to Ingleside. It lays back from the road but lays between these two points, adjoining the land formerly owned by Chas. R. Walls and others and contains about 268 acres of land more or less. He died on this farm.

6th Int. State if you know who the said John T. Coursey left surviving him at the time of his death as his only heirs at law.

Ans. Only one person. Samuel C. Coursey, his son and only child.

7th Int. State if you know whether or not the said Samuel C. Coursey is living or dead, and if dead, when and where did he die?

Ans. He is dead; he died at his daughter's Edna Roe, in this County, in the month of February 1921.

8th Int. Do you know whether or not he left a last will and testament?

Ans. NoNe that I ever heard of.

9th Int. State who the said Samuel C. Coursey left surviving him, at the time of his death as his only heirs at law?

Ans. State who the said Samuel C. Coursey left surviving him at the time of his death, as his only heirs at law.

Ans. He left four children surviving him, Laura Coursey, wife of Archie Coursey, Edna Roe, wife of John D. Roe, Samuel Charles Coursey and William A. Coursey. He was also survived by four grand-children, the children of Medford Coursey, a deceased son who predeceased his father. The names of the grandchildren are as follows: Medford E. Coursey, Marguerite Coursey, John Russell Coursey and Naomi Coursey. These are the only heirs.

10th Int. State so far as you know, who now owns the farm you have mentioned above?

Ans. It is owned by the persons I have named in answer to the ninth question in accordance with their legal rights.

11th Int. State if you know how long Mr. Samuel C. Coursey, the son of John T. Coursey, owned the farm you have mentioned?

Ans. He owned it from the time of the death of his father to the time of his death.

12th Int. State whether or not, in your opinion, the farm you have mentioned and described can be divided among the parties you have mentioned as now owning the same, according to their respective interests therein, without loss or injury to said parties and give your reasons for your answer.

Ans. I don't think you can divide the farm with any satisfaction so thateach would get their respective values. My reason for saying this is, that owing to the situation of the farm, laying as it does back from the public road, it would be impossible to lay it out in such a manner into as many parts as there are interests, so as not to cause loss to some of them. There are but one set of buildings and one part would contain them, another part might be laid off to have entry from the public road but some of the other parts would have to have entry through the other parts. There is a considerable part of this farm cut over woodland. Some of the parts would have to be so small that they could not be used for farming purposes and the land is not located so as to make them of use for any other purpose. This would make some of the parts practically of no value.

13th Int. How long was John T. Coursey the owner of this farm before his death?

Ans. I knew Mr. John T. Coursey for 18 years before his death and when I first knew him, he owned this farm and continued to own the same up to the time of his death.

Examiner's Special.

Nothing that I know of.

Edward Bailey.

There being no further witnesses present, by request of Counsel adjournment was taken to April 21st, 1923, at the hour of 10 o'clock A.M. Saturday, April 21st, 1923, at 10 o'clock A.M. the following testimony was taken in the presence of the respective Counsel.

John D. Roe 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 John D. Roe, I am 49 years of age, I live near Price, Queen Anne's County, Maryland. I am a farmer.

2nd Int. State whether or not you are acquainted with the parties to this suit or any of them, and if so, how long have you known them?

Ans. Edna Roe, one of the Plaintiffs is my wife. I have been acquainted with all the parties to this suit except the children of Medford Coursey for at least twenty five years, and I have known the children of Medford Coursey from infancy.

3rd Int. Did you or not know John T. Coursey, late of Queen Anne's County, and if yea, is he living or dead, when did he die and where, and did he or not to your knowledge, leave a last will and testament?

Ans. I was acquainted with Mr. John T. Coursey for about ten years previous to his death, he died about eighteen years ago on a farm where I resided near Ingleside, Queen Anne's County, Maryland, on the "Coursey Farm" which I was then renting from his son, Samuel Charles Coursey, whom I believe was acting as agent for his father John T. Coursey. And I know of no will of the said John T. Coursey, he dying intestate according to common rumor.

4th Int. At the time of his death was or not Mr. John T. Coursey the owner of any real estate situate in Queen Anne's County, and if so, describe said real estate briefly in your answer.

Ans. He was the owner of a farm known as "The Coursey Farm" or the "John T. Coursey Farm", situate in the sixth Election District of Queen Anne's County, on the road from Bridgetown to Ingleside; it lays back from the road, but between Bridgetown and Ingleside and it joins the property formerly owned by Charles R. Walls, the McKenny Heirs Farm known as the "Pippin Farm" and others and contains about two hundred and sixty eight acres more or less.

5th Int. State if you know who John T. Coursey left surviving him as his only heirs at law.

Ans. He left pnly one child, a son by the name of Samuel C. Coursey as his only heir at law.

6th Int. State whether or not you knew Samuel C. Coursey and if yes whether he is living or dead, and if dead, when and where did he die?

Ans. I knew Samuel C. Coursey about twenty five years preceeding his death, my wife being his daughter, and the said Samuel C. Coursey died on the twenty second day of February, nineteen hundred and twenty one, he dying at my house at Price's Station where I was then residing.

7th Int. Do you know whether or not Mr. Samuel C. Coursey left a last will and testament?

Ans. NoNe that I ever heard of.

8th Int. State who Mr. Samuel C. Coursey left surviving him as his only heirs at law?

Ans. He left Edna Roe, a daughter, who is my wife; Laura Coursey, who is married to Archie Coursey; and William A. Coursey, whose wife is Bertha Coursey and Samuel Charles Coursey, and the following grand-children, who are children of Thomas Medford Coursey, who died before his father, Samuel T. Coursey, the said grand-children being as follows:- Medford E. Coursey, Marguerite Coursey, all adults and Naomi Coursey, aNd John Russell Coursey, who are infants under the age of twenty one years, and that the said William A. Coursey and Bertha Coursey, his wife, Medford E. Coursey, Marguerite Coursey, John Russell Coursey and Naomi Coursey, are all resideNts of Queen Anne's County, that is to say, that the infants, John Russel Coursey and Naomi Coursey where at the time of the filiNg of this bill on April 27th. 1922, residents of Queen Anne's County, but are at present in Baltimore City.

9th Int. Have or not John Russell Coursey and Naomi Coursey legal guardiaNs?

Ans. Yes, Charles A. Coursey and myself are legal guardians under the Orphans' Court for Queen Anne's County and are both residents of said Queen Anne's County.

10th Int. State as far as you know who owns now the farm that you have described as the farm owned by Samuel Charles Coursey.

Ans. It is owned by the persons that I have already set forth in my eighth question in accordance with our legal rights.

11th Int. State if you how long Mr. Samuel Charles Coursey, the son of Mr. John T. Coursey, owned the farm you have mentioned.

Ans. He owned the farm above mentioned from the time of Mr. John T. Coursey's death in 1905 until the time of his death in 1921.

12th Int. State whether or not in your opinion the farm you have described is susceptible of division among the parties you have set forth as the legal heirs of Samuel Charles Coursey in accordance with their right proportion without loss or injury.

Ans. I don't think that the said farm can be divided among the heirs of Samuel Charles Coursey in accordance with their interest therein without loss or injury for the following reasons, that there is only one set of buildings on said farm and that the fencing is arranged for the conducting of said farm as a hole and that if divided as above set forth some of said shares would be on the County Road and some would not; some of said shares would contain fertile land and some waste land, and it would make some of said shares practically of no value.

Examiner's Special.

I do not.

John D. Roe.

William A..Coursey 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 A, Coursey, I am 34 years of age, I reside 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 or any of them and if so, how long have you known them?

Ans. I know all the parties to the suit. I and my wife, Bertha Coursey are Plaintiffs. Edna Roe another Plaintiff is my sister, Laura Coursey, another Plaintiff is my sister, Samuel Charles Coursey, another Plaintiff is my brother. I have known John D. Roe and Archie Coursey for a considerable time. Medford E. Coursey and John Russel Coursey are my nephews and Marguerite Coursey and Naomi Coursey are my nieces.

3rd Int. Did you or not know John T. Coursey, late of Queen Anne's County, and if yea, is he living or dead, when did he die and where, and did he or not to your knowledge leave a last will and testiment?

Ans, I knew him for he is my grandfather, and I knew him when I was a very little boy. He died about 18 years ago on the farm called "The Coursey Farm" near Ingleside, in Queen Anne's County, Maryland. He left no will.

4th Int. At the time of his death was or not Mr. John T. Coursey the owner of any real estate situate in Queen Anne's County, and if so, describe said real estate briefly in your answer.

Ans. At the time of his death he was owner of the farm known as the "Coursey Farm" or the "John T. Coursey Farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on the road from Centreville to Ingleside and from Ingleside to Bridgetown, and joins the farm called the "Charles R, Walls Farm" and the "Pippin Farm" owned by the heirs of the late William McKenney, which farm contains two hundred and sixty eight acres of land more or less.

5th Int. State if you know who John T. Coursey left surviving him as his only heirs at law.

Ans. John T. Coursey left only one heir at law surviving him, Samuel T. Coursey, his son.

6th Int. State whether or not you knew Samuel C. Coursey and if yes whether he is living or dead, and if dead, when and where did he die?

Ans. I knew Samuel C. Coursey all my life for he is my father. He died February 22, 1921, at the house of my brother-in-law, John D. Roe.

7th Int. Do you know whether or not Mr. Samuel C. Coursey left a last will and testament?

Ans. He did not.

8th Int. State who Mr. Samuel C. Coursey left surviving him as his only heirs at law.

Ans. He left four children and four grandchildren, and their names are as follows:- Myself, William A. Coursey, a son, a daughter, Edna Roe and a daughter Laura Coursey, my sisters, plaintiffs, and my brother Samuel Charles Coursey, a Plaintiff,. The grandchildren are the children of his son Thomas Medford Coursey who died in the life time of his father, and their names are as follows:- Medford E. Coursey, Marguerite Coursey, John Russel Coursey, and Naomi Coursey. Medford aNd Marguerite are above 21 years of age, while John Russel Coursey and Naomi Coursey are under 21 years of age. The infants named at the time of this suit was instituted were residents of Queen Anne's County, myself and John D. Roe being the legal guardians and both of us residing in Queen Anne's County at that time.

9th Int. State as far as you know who owned the farm that you have described as the farm owned by Samuel Charles Coursey.

Ans. The heirs of Samuel C. Coursey in accordance with their legal right.

10th Int. State if you know how long Mr. Samuel Charles Coursey, the son of John T. Coursey, owned the farm you have mentioned.

Ans. My father owned the farm from the time his father, John T. Coursey, died 1905, until the time of his death 1921.

11th Int. State whether or not in your opinion the farm you have described is susceptible of division among the parties you have set forth as the legal heirs of Samuel Charles Coursey in accordance with their right proportion without loss or injury.

Ans. It can not be divided among the parties now owning the same without loss or injury to them. Some would get land along the public road and some would get land off the road, some would have to take cleared land or tilable land and some would have to take wood land. These portions would of course, be of different values, and one portion of the land, if divided, would carry the buildings with it. These reasons would make the division of the land in kind impossible where the division was to be in equal value.

Examiner's special?

I do not, except in my opinion the land is worth between $5000.00 and $6000.00

Wm. A. Coursey.

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 three days and examined three witnesses, making costs chargeable to the Plaintiffs, as follows: to wit:-

Charles E. Tucker, Examiner,	$12.00
Edward Bailey, Witness,	.75
John D. Roe, Witness,	.75
William A. Coursey, Witness,	.75
	$14.25

Respectfully submitted,

Chas. E. Tucker
Examiner.

Decree for Sale.
Filed June 7th, 1923.

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

Edna Roe et al.,
versus
William A. Coursey et al. } Cause No. 2436.

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 1st day of June, 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 mentioned be sold for the purpose of partition among the parties.

That Madison Brown and Richard T. Earle of said county, 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 the said Clerk, in the penalty of the sum of SIX THOUSAND DOLLARS if corporate surety be given or twelve thousand dollars if personal sureties be given 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 proceed to make said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one third of the purchase money in cash at the time of the sale, and the residue thereof in two equal instalments payable respectively, in six and twelve months from the day of sale, with interest on each deferred payment from the time of of sale, or all cash on the day of sale at the option of the purchaser; all deferred payments to be secured by the notes of the purchaser with surety or sureties thereon to be approved by the said trustees; and as soon as may be convenient after any such sale the said trustees shall return to this court a full and particular account of same, with an affidavit of the truth thereof and of the fairness of said sale annexed; and on the ratification of said sale, by this court and on the payment of of the whole purchase money (and not before) the said trustees by a good and sufficient deed, to be acknowledged and executed agreeably to law, shall convey to the purchaser or purchasers of said property. and to his or their heirs, the property and estate to him, her or them, sold free, clear and discharged of all the parties to this cause, and of every person or persons caliming by, from or under them or any of them.

And the said trustees shall bring into this court the money arising from said sale 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

-trustees as this court think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Lewin W. Wickes.

BOND.
Filed July 3rd, 1923.

KNOW ALL MEN BY THESE PRESENTS, that we, Richard T. Earle, and Madison Brown, of Queen Anne's County, State of Maryland, and The New Amsterdam Casualty 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 six thousand dollars, 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, 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 second day of July, 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 June 1st., 1923, and passed in a Cause in said Court wherein Edna Roe and others are the plaintiffs, and William A. Coursey and others are the defendants, and which cause is number 2436 on the Chancery Docket of said Court, the above bound Richard T. Earle and Madison Brown have been appointed trustees 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 Richard T. Earle and Madison Brown do, and shall well and faithfully 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 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.

Richard T. Earle (SEAL)

Madison Brown (SEAL)

Seal's Place.

The New Amsterdam Casualty Company of New York by

A, Howard JohNsoN
Attorney in fact.

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

"Security approved and Bond filed July 3rd, 1923".

J.F. Rolph,

Report of Sale.
Filed July 5th, 1923.

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

Edna Roe et al.,	plaintiffs,	Chancery
versus		
William A. Coursey, et al.	defendants,	Cause No.

To the HoNorable, the Judges of said Court:

The report of Richard T. Earle and Madison Brown, trustees appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:-

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Record, annewspaper published in said county, for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend in front of the court house door in the town of Centreville, in said county, on Tuesday the third day of July, nineteen hundred and twenty three, and between the hours of one and three o'clock P.m., and then and there proceeded to sell said real estate in following manner, to wit:

In the first place your trustees read the advertisement of sale, and before proceeding to ask for bids announced the following as additional terms of sale:

that the farm to be sold would be sold with the understanding that the purchaser would receive the landlord's share of the growing corn and tomatoe crops but would be required to pay the fertilizer account for fertilizer used with the tomatoe crop now growing amounting to $28.00 and would be required to pay all state and county taxes on property to be sold for year 1923, and all costs relating to title papers, including necessary revenue stamps; and that the wheat crop of current year would be reserved from sale for benefit of present owners.

In the next place your trustees then offered at public sale to the highest bidder all that farm or tract of land called "The Coursey Farm" situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the road from Roesville to Ingleside, and on the road from Ingleside to Bridgetown, adjoining the Home Farm of the late Charles R. Walls, and

containing 268 acres of land, more or less, and being the land described in the said advertisement, on the terms of sale advertised and the terms hereinbefore set forth as additional terms of sale, and sold the same to John D. Roe and Edna Roe, his wife, as tenants by the entireties, they being then and there the highest bidders therefor, at and for the sum of thirteen dollars and twenty five cents per acre, aggregating the total price of $3551.00.

The said purchasers have not as yet complied with the terms of sale. Total sale, $3551.00.

A certified copy of the said notice of sale is attached herewith as part hereof.

Which is respectfully submitted,

Richard T. Earle

Madison Brown Trustees.

State of Maryland, Queen Anne's County, SCT;

I hereby certify that on this fifth day of July, 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 and Madison Brown, trustees above named, and they did make 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 said sale was fairly made.

J.F. Rolph, Clerk.

Filed July 5th, 1923.

Certificate of Publication of Advertisement of Sale.

TRUSTEES' SALE OF VALUABLE REAL ESTATE.

By virtue of a decree of the Circuit Court for Queen Anne's County, in equity, dated the first day of June, 1923, in a cause therein entitled "Edna Roe et al. vs. William A. Coursey", the undersigned were appointed trustees to sell the hereinafter described real estate, and will offer at public sale in front of the Court House door in the town of Centreville, on TUESDAY, JULY 3, 1923, between the hours of 1 and 3 p.m. all that valuable farm known as "THE COURSEY farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on the road from Roesville to Ingleside and on the road from Ingleside to Bridgetown, adjoining the home farm of the late Charles R. Walls and the lands of others, and containing 268 ACRES OF LAND more or less aNd improved by a frame dwelling and all necessary outbuildings. There is a quantity of valuable timber on this farm and the arable land is very susceptable of improvements.

Terms of Sale -One third of the purchase money in cash at the time of the sale, and the residue thereof in two equal installments payable respectively, in six and twelve months from the day of sale, with interest on each deferred payment from the day of sale or all cash at the option of the purchaser; all deferred payments to be secured by the notes of the purchaser with surety or sureties thereon to be approved by the said trustees.

RICHARD T. EARLE

MADISON BROWN.

Trustees.

THE CENTREVILLE RECORD.

Centreville, Md. 7-5-1923.

The Centreville Record Publishing Co., hereby certifies that the Trustee's Sale in the case of Edna Roe et al. vs. Wm. A. Coursey, 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 4 consecutive weeks before the 3rd day of July, in the year 1923.

The Centreville Record Publishing Co.

Filed July 5th, 1923.

W.F. Reed.

NISI

EdNa Roe et al.	/	IN THE CIRCUIT COURT
vs.	/	FOR QUEEN ANNE'S COUNTY
William A. Coursey et al.	/	CHANCERY No. 2436. IN EQUITY.

ORDERED, This 5th day of July, A.D. 1923, that the sale of the real estate made aNd reported iN this cause by Richard T. Earle aNd MadisoN Brown, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of August next.
The Report states the amount of sales to be $3551.00.

Filed July 5th, 1923. J.F. Rolph, Clerk.

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PETITION OF THE TRUSTEES TO DELIVER UNTO THE PURCHASERS
Filed March 6th 1926.

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

Edna Roe et al.,	:	Chancery Docket,
vs.	:	
	:	No. 2436
William A. Coursey et al.	:	

To the Hohorable, the Judges of said Court:

The petition of Richard T. Earle and Madison Brown, the trustees of the above cause, unto Your Honors respectfully sets forth:

That as will appear by reference to the report of sale filed in the above cause John D. Roe and Edna Roe, his wife, as tenants by the entirieties, became the purchasers of the land sold under the decree filed in the cause at the sum of $3551. which sum they fully paid under the trustees on the third day of March, nineteen hundred and twenty-six, and on the same day they received a deed from your petitioners, the said trustees for the said property bearing date February 20, 1926. That at the time of the delivery of said deed the sale so made to them and described in the report of sale mentioned had not been ratified by the Court but has since on March 6, 1926 been ratified by the Court.

That the delivery of the said deed and the full payment of said purchase money as above set forth prior to the ratification by the Court was not intended, was and inadvertence on the part of Madison Brown, one of the trustees, who was under the belief that the sale has been ratified.

That your petitioners, having presented the above facts, believe that it is their duty to deliver unto the purchasers of above named a confirmatory deed conveying to them the said property and that they should procure and order of the Court authorizing the delivery of such a deed.

Your petitioners therefore pray Your Honors to pass an order authorizing, empowering and directing them to make and deliver as trustees of the cause a deed of comfirmation unto the said purchasers of said property, and to grant unto your petitioners such other relief as the case may require.

And as in duty bound and etc.

RICHARD T. EARLE

MADISON BROWN

Trustees.

::::::::::::::::::::::::
ORDER OF COURT:
Filed March 6, 1926

The aforegoing petition as been read and considered, and it appears there from that the purchase money named in the report of sale had been fully paid prior to the delivery of the deed above mentioned.

It is therefore on this 6th day of March, in the year nineteen hundred and twenty-six, by the Circuit Court for Queen Anne's County in Equity, ordered that Richard T. Earle and Madison Brown, the trustees of the above cause be and they are hereby authorized, empowered, and directed to deliver unto the purchasers of the property sold in this cause a deed of Confirmation, to be executed by them agreeable to law, granting, conveying and comfirming unto the said purchasers the property so sold under them.

THOMAS J. KEATING

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AFFIDAVITS OF NAOMI AND JOHN RUSSELL COURSEY AGES
Filed March 11th 1926.

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

Edna Roe, et al.,	:	Chancery,
versus	:	Docket,
William A. Coursey,	:	Cause No. 2436

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Naomi Coursey, one of the defendants of the above entitled cause, unto Your Honors respectfully sets forth:

That at the time of the institution of the above suit and at the time of the taking of the testimony, your petitioner was under the age of twenty one years.

That your petitioner was born on the fourth day of October, in the year nineteen hundred and six.

That your petitioner is now at this time over the age of eighteen years, is able to receive her net share of the sales of the real estate from the trustees of the cause, without the intervention or necessity of a guardian on her part, to receive the same and she is authorized by law to release the trustees for any payment to her of her share of tne net sales by reason of the fact that she is noe over eighteen years of age.

That your petitioner desires by this petition to make known to the Court that she is over eighteen years of ago and to request the Court on the ratification of the audit, to be hereafter filed in the cause, to direct the trustees to pay to her, her said net share.

Respectfully submitted,

NOAMI COURSEY

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 12th day of April in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared the above named Naomi Coursey and she didmake 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 her belief.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my NOTARIAL Seal, day and year above written.

Notary Public
Seal.

LOUISE C. WEISROD
Notary Public

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

Edna Roe, et al.,	:	CHANCERY DOCKET
versus	:	
William A. Coursey, et al.	:	Cause No. 2436

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Russell Coursey, one of the defendants of the above entitled cause, unto Your Honors respectfully sets forth:
That at the time of the institution of the above suit and at the time of the taking of the testimony, your petitioner was under the age of twenty one years.
That your petitioner was born on the twenty-fifth day of June, in the year nineteen hundred and four.
That your petitioner is now at this time over the age of twenty one years.
That while the land decreed to be sold has been sold, as will appear from the Report of Sale filed in the above cause, the proceeds of sale remain undistributed among the parties entitled thereto.
That your petitionershas no legal quardian at this time for his legal guardians have been duly released by him.
That your petitioner is advised that by reason of the facts above set forth, he is entitled to have paid unto him, his share of the net sales of said real estate.
Your petitioner therefore prays Your Honors, when directing the trustees to disburse the money among the parties entitled thereto, by its order ratifying the auditors report to be hereafter filed in the above cause, to direct the trustees to pay to him, his share of the net sale.
Respectfully submitted,

JOHN RUSSELL COURSY

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 5th day of February in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared the above named John Russell Coursey 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 belief.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my NOTARIAL seal, day and year above written.

SOL RABINOWICH Notary Public

::::::::::::::::::::::::::::
ORDER OF COURT of FINAL REPORT OF SALE
Filed March 6th 1926

In the Circuit Court for Queen Anne's County, in Equity.
Edna Roe et al., Plaintiffs, Chancery Cause No. 2436
versus
William A. Coursey, et al. defendants,

Ordered, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, on this 6th day of March , in the year nineteen hundred and twenty six, that the sale of the real estate of Edna Roe and others, made by Richard T. Earle and Madison Brown, the trustees named in the decree filed in the above cause, set out and described in the report of sale filed July 5, 1923, 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 giving in accordance with the order nisi heretofor passed in said cause in relation to said sale. And it is further ordered that the papers of said cause be and the same are hereby referred to Madison B. Bordley, as special auditor, with the instructions to state and return to this Court and account between the proceeds of sale and the said trustees.

THOMAS J. KEATING

Filed March 6th 1926.

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ASSIGNMENT MADE BY LAURA R. COURSEY et al.
Filed March 11th 1926.

ON THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:
Edna Roe, et al., Chancery,
versus Docket, Cause No. 2436
William A. Coursey, et al.

FOR VALUE RECEIVED, I, Laura Coursey, one of the parties to the above entitled cause, do hereby assign and transfer unto John D. Roe and Edna Roe, his wife, out of my share of the net sale made and reported in the above entitled cause, the su m of forty dollars, (but no more) to be paid them by Madison Brown and Richard T. Earle, trustees of said cause, and I do hereby assign and transfer said sum of forty dollars unto the said John D. Roe and Edna Roe, and I do hereby agree to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the collection of said interest and the payment of the same to me.

WITNESS my hand and seal, this twelfth day of February in the year nineteen hundred and twenty six.

TEST: _____ LAURA R. COURSEY (SEAL)

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

Edna Roe, et al., Chancery, Docket,
versus
William A. Coursey, et al. Cause No. 2436

FOR VALUE RECEIVED, I Samuel C. Coursey, one of the parties to the above entitled cause, do hereby assign and transfer unto John D. Roe and Edna Roe, his wife out of my share of the net sale made and reported in the above entitled cause, the sum of forty dollars (but no more) to be paid them by Madison Brown and Richard T. Earle, trustees of said cause, and I do hereby assign and transfer aaid sum of forty dollars unto the said John D. Roe and Edna Roe, and I do hereby agree to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm, and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the collection of said interest and the payment of the same to me.

WITNESSmy hand and seal, this 30th day of Jan, in the year nineteen hundred and twenty six.

S. C. COURSEY (SEAL)

TEST: _____

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

Edna Roe, et al. Chancery,
versus Docket,
William A. Coursey, et al. Cause No. 2436

FOR VALUE RECEIVED, I, William A. Coursey, one of the parties to the above entitled cause, do hereby assign and transfer unto John D. Roe and Edna Roe, his wife, out of my share of tne net sale made and reported in the above entitled cause, the sum of forty dollars (but no more) to be paid them by Madison Brown and Richard T. Earle, trustees of said cause, and I do hereby assign and transfer said sum of forty dollars unto the said John D. Roe and Edna Roe, and I do hereby agree to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm, and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the eollection of said interest and the payment of the same to me.

WITNESS my hand and seal, this 30th day of January, in the year nineteen hundred and twenty six.

WILLIAM A. COURSEY (SEAL)

TEST: HILDA T. SEWARD

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.
Edna Roe, et al.,
versus
William A. Coursey, et al.

FOR VALUE RECEIVED, I, Medford E. Coursey, one of the parties to the above entitled cause, do hereby assign and transfer unto John D. Roe, and his wife, outof my share of the net sale made and reported in the above entitled cause, the sum of ten dollards (but no more) to be paid them by Madison Brown and Richard T. Earle, trustees of said cause, and I do hereby assign and transfer said sum of ten dollars to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the collection of said interest and the payment of the same to me.

WITNESS my hand and seal, this ____ day of _____ in the year nineteen hundred and twenty six.

TEST: _____ MEDFORD E. COURSEY (SEAL)

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

Edna Roe, et al., Chancery
versus Docket,
William A. Coursey, et al. Cause No. 2436.

FOR VALUE RECEIVED, I, Marguerite Bryan, one of the parties to the above entitled cause, do hereby assign and transfer unto John D. Roe and Edna Roe, his wife, out of my share of the net sale made and reported in the above entitled cause, the sum of ten dollars, (but no more) to be paid them by Madison Brown and Richard T. Earle, Trustees of said cause, and I do hereby assign and transfer said sum of ten dollars unto the said John D. Roe and Edna Roe, and I do hereby agree to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the collection of said interest and the payment of the same to me.

WITNESS my hand and seal, this 6th day of Feb. in the year nineteen hundred and twenty six.

TEST_____

MARGUERITE BRYAN (SEAL)

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

Edna Roe, et al.,
versus
William A. Coursey, et al.

Chancery
Docket
Cause No. 2 436

FOR VALUE RECEIVED, I, John Russell Coursey, one of the parties to the above entitled cause, do hereby assign and transfer unto John D. Roe and Edna Roe, his wife, out of my share of the net sale made and reported in the above entitled cause, the sum of ten dollars, (but no more) to be paid by Madison Brown and Richard T. Earle, trustees of said cause, and I do hereby assign and transfer said sum of ten dollars unto the said John D. Roe and Edna Roe, and I do hereby agree to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the collection of said interest and the payment of the same to me.

WITNESS my hand and seal, this 5th day of February in the year nineteen hundred and twenty six.

JOHN RUSSELL COURSEY (SEAL)

TEST: SOL RABINOWICH

SOL RABINOWICH
Notary Public

Notary Public Seal.

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

Edna Roe, et al.,
versus
William A. Coursey, et al.

Chancery,
Docket,
Cause No. 2436.

FOR VALUE RECEIVED, I, Naomi Coursey, one of the parties to the above entitled cause , do hereby assign and transfer unto John D. Roe and Edna Roe, his wife, out of my share of the net sale made and reported in the above entitled cause, the sum of ten dollars, (but no more) to be paid by Madison Brown and Richard T. Earle, trustees of said cause, and I do hereby assign and transfer said sum of ten dollars unto the said John D. Roe and Edna Roe, and I do hereby agree to release the said John D. Roe and Edna Roe from the payment of any interest on my share of the sales of said farm and I hereby request said trustees not to charge said interest and to that end, I hereby agree to release said trustees from the collection of said interest and the payment of the same to me.

Witness my hand and seal, this 12th day of February in the year nineteen hundred and twenty six.

NAOMI COURSEY (SEAL)

TEST: LOUISE T. WISBRAND

REPORT AND COUNT OF AUDITOR
Filed March 25, 1926

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

Edna Roe et al., 0
vs. 0
William A.Coursey 0
et al. 0

Chancery Docket,
No. 2436.

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 proceedings of this cause that Edna Roe is entitled to one fifth of the net sales of the cause and that the amount due her has been paid to her by the trustees; that Laura Coursey, Samuel C. Coursey, and William A. Coursey are each entitled to one fifth of the net sale, and that each by papers filed in the cause assigned forty dollars of their shares to John D. Roe and Edna Roe who were allowed the amounts assigned by the trustees in settlement of the farm bought by them.

That it appears that Minnie Gettschall is entitled to dower in one fifth to the land sold; that she consented to sale clear of dower; that her interests in one fifth on the net sale is 1/15 of said 1/5; that said one fifth, subject to said dower and interest, is owned by Medford E. Coursey, Marguerite E. Coursey who has by marriage since the commencement of the case has become Marguerite Bryan, John Russell Coursey and Naomi Coursey; that the four parties last name_ each assigned out of their interests in the net sales ten dollars unto John D. Roe and Edna Roe who have been paid the sums by the trustees.

That in the within account the trustees of the cause have been charged with the gross sale made by them and then thereout have been allowed their commissions, per rule of court, court costs, costs of their bonds, costs of advertising the notices of the cause and auditor's fee.

That the balance remaining after these allowances is the net sale and is distributed by the within account unto the parties entitled to the same unto the bill of complaint and testimony and under the several assignments -- above mentioned.

Respectfully submitted,

Madison B.Bordley,Special Auditor

March 10, 1926

Carried forward to folio 432 of this Liber

CHANCERY NO. 2496.

QueeN Anne's County, to wit: Be it remembered that on the fifth day of July, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

J.H.C. Legg, Attorney named in Mortgage, vs. Daniel W. Wright and Mary A. Wright, his wife, Mortgagors	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 case on your Chancery Docket, enter the appearance of J.H.C. Legg as Solicitor for the Plaintiff, and make and file in this Cause a Certified Copy of the Mortgage from Daniel W. Wright and Mary A, Wright, his wife,to The Stevensville Bank of Maryland, dated the 23rd day of November, 1918, aNd recorded iN Liber J.F.R . No. 1, folios 370 etc., ONe of the LaNd Record Books for Queen Anne's County, Maryland, together with the assignment thereon dated August 24th. 1920, to James H. Cahall, recorded at the foot of the aforesaid Mortgage.

J.H.C. Legg
Solicitor for Plaintiff

Certified Copy of Mortgage.
Filed July 5th, 1923.

#6715. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the 29th. 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 third day of November, iN the year nineteen hundred and eighteen, by Daniel W. Wright and Mary A. Wright, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and The Stevensville Bank of Maryland, a corporation, party of the second part.

WHEREAS, the said Daniel W. Wright and Mary A. Wright, his wife, are justly indebted unto the said party of the second part, The Stevensville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, for cash loan by it unto them, in the full and just sum of twenty five hundred dollars, for which they have drawn and passed unto the said party of the second part, their promissory note for the said sum of twenty five hundred dollars, bearing even date with this mortgage, and payable to the order of the said party of the second part at the Stevensville Bank of Maryland, six months after date; and

WHEREAS, it was a condition precedent to said loan that this mortgage should be given to secure said sum so loaned and the note given for the same above described, the interest to accrue thereon, and each and every renewal of said note, whether in whole or in part, and the interest thereon, which hereafter may be paid or which hereafter from time to time may be made.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of one dollar, the said Daniel W. Wright and Mary A. Wright, his wife, do hereby grant and convey unto the said The Stevensville Bank of Maryland, its successors and assigns forever, in fee simple,

ALL that farm or tract of land called or known as "The Tom Pratt Farm" "The Leverton Farm", composed of tracts or parts of tracts of land called or known as "Lowe's Arcadia", "Stoke's Addition", "Crump's Forrest", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from the State road at Brown's Corner by the Atwell Farm of Spencer Merrick or the Brick Schoolhouse on the public road from Hayden's Station passed on the Whitmarsh farm of Mrs. Annie Wright to Centreville, adjoining the farm recently owned by Benjamin Carter, the land of David Tapman, (formerly the David Hurlock Farm), the land of Mordecai Gibson and the Atwell farm of Spencer Merrick and containing ninety three acres, and twenty seven square perches of land, more or less; being the same land granted and conveyed unto the said Daniel W. Wright by George W. Frank and James T. Earle and others by deed bearing the same date as this mortgage and intended to be filed for record among the land record books of said county so that the same can be recorded immediately to precede the recording of this mortgage which is given to secure a part of the purchase money named in said deed, the sum hereby secured having been loaned to said Daniel W. Wright by the said party of the second part to enable him to complete the payment of said purchase money the delivery of said deed and of this mortgage to form one and the same transaction and to be simultaneous.

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 Daniel W. Wright, his heirs, executors, administrators or assigns shall well and truly pay to the said The Stevensville Bank of Maryland, its successors or assigns the aforesaid sum of twenty five hundred dollars according to the tenor of the above described promissory note, and at maturity of same, and shall also well and truly pay each and every renewal of said note, which hereafter may be made and which from time to time may be so made, whether any renewal so made shall be in whole or in part 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 perform, then this mortgage shall be void; and until default be made in the premises the said Daniel W. Wright, his heirs and assigns shall possess said property.

And the said Daniel W. Wright 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 the full insurable value thereof in some Company or Companies approved by the said party of the second part, its successors 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 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 party of the second part, its executors, or assigns, or J.H.C. Legg, 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 Daniel W. Wright 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 party of the second part, its 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 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 Daniel W. Wright for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

In testimony whereof the said Daniel W. Wright and Mary A. Wright, his wife, do hereunto affix their names and seals the day and year first above written.

Daniel his x mark W. Wright (SEAL)

Test: C.S. Jump.

Mary A. Wright (SEAL)

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

I hereby certify that on this twenty third 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 aforesaid, personally appeared Daniel W. Wright and Mary A. Wright, his wife, and they did each acknowledge the aforegoing mortgage to be their respective act.

C.S. Jump.
Justice of the Peace.

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

I hereby certify that on this twenty third 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 aforesaid, personally appeared J.H.C. Legg, agent for the Stevensville Bank of Maryland, a body corporate, the mortgagee above named, 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 also make oath as aforesaid that he is the agent of the said Stevensville Bank of Maryland, a body corporate, the above named mortgagee and duly authorized by it to make oath to the truth and bona fides of said consideration in its behalf.

C.S. Jump
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of August, in the year nineteen hundred and twenty, the following assignment was brought to be recorded, to wit:

For value received, The Stevensville Bank of Maryland, a body corporate, does hereby assign the within and aforegoing mortgage to James H. Cahall for the sum of $2275.00 with interest from date, without recourse or guarantee to or by it. As witness the corporate seal of the Stevensvill Bank of Maryland, and the signature of its President, attested by its Cashier this twenty fourth day of August, in the year nineteen hundred and twenty.

Witness as to the signature of the President: Barnes Legg, Cashier. Jno. F. Ruth, Pres. 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. 1, folio 370 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 5th day of July in the year nineteen hundred and 23.

Clerk.

Mortgagee's or Attorney's Bond.
Filed July 6th, 1923.

KNOW ALL MEN BY THESE PRESENTS,

That we, J.H.C. Legg, Centreville, Maryland, as principal, and Hartford Accident and Indemnity Company, a corporation of the State of Connecticut. Hartford, Comm., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE-THOUSAND 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 fifth day of July, in the year nineteen hundred and twenty-three,.

WHEREAS, the above bounden, J.H.C. Legg, as the Attorney named in the Mortgage to make sale, by virtue of the power contained in a mortgage from Daniel W. Wright and wife to Stevensville Bank of Maryland, and assigned to James H. Cahall on the 24th day August 1920, said mortgage bearing date the twenty-third day of November, nineteen hundred and eighteen and recorded among the mortgage records of Queen Anne's County, in Liber J.F.R. No. 1, Folio 370 aNd the said J.H.C. Legg, as the AttorNey named in the Mortgage to sell the Mortgaged Premises in case of default, and he as the Attorney named in the Mortgage to make the sale, 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 J.H.C. Legg, Centreville, Maryland, do and shall well and 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 in law.

Signed, sealed, and delivered in presence of:

B. Hackett Turner

James R. Manning.

J.H.C. Legg (SEAL)

Hartford Accident and Indemnity Company.

By A.P. Weaver.
Attorney-in-fact.

Seal's Place.

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

"Security approved and Bond filed July 6th, 1923".

J.F. Rolph, Clerk.

Report of Sale.
Filed july 30th, 1925.

J.H.C. Legg, Attorney named in Mortgage

versus

Daniel W. Wright and Mary A. Wright, his wife, Mortgagors.

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

Cause No. 2496.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J.H.C. Legg, the AttorNey Named in the Mortgage from Daniel W. Wright and Mary A. Wright, his wife, to the Stevensville Bank of Maryland, dated the 23rd day of November, 1918, aNd recorded among the land record books of Queen Anne's County, Maryland, in Liber J.F.R. No. 1, folios 370 etc., aNd duly assigned to James H. Cahall, on the 24th. day of August, in the year 1920, which said assignment is recorded at the foot of the aforesaid Mortgage in said Liber J.F.R. No. 1, folios 370 etc., the said J.H.C. Legg, being the Attorney named in the aforesaid

Mortgage to make the sale of the Mortgaged Premises in case of default in the terms and conditions of the said Mortgage, shows that default was made in the non-payment of the interest due, and the taxes on the Mortgaged property, and that after giving Bond with security approved by the Clerk of this Court, and filed with him previous to the day of sale for the faithful discharge of his trust, and after giving more than twenty days previous notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record, four insertions a Newpaper printed and published in Queen Anne's County, Maryland, a certified copy of which advertisement is herewith filed with this report of sale, and asked to be taken as a part of the said report, he did pursuant to said notice, and advertisement attend in person in front of the Court House Door in the Town of Centreville in Queen Anne's County, Maryland, on Tuesday, July 28th. 1925, at the hour of 2-45 o'clock p.m. and then and there proceeded to sell the property mentioned and described in the said Mortgage, and as advertised in the annexed advertisement, as follows, To Wit: ALL that valuable farm or tract of land, called or known as "The Tom Pratt Farm", "The Leverton Farm", composed of tracts or parts of tracts of land called or known as "Lowe's Arcadia", "Stoke's Addition", "Crump's Forest", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on both sides of the public road leading from the State Road at Brown's Corner by the Atwell Farm of Spencer Merrick to the Brick School House on the road from Hayden's Station past the White Marsh Farm to Mrs. Annie Wright to Centreville, adjoining the farm recently owned by Benjamin Carter, the land of David Tatman (formerly the David Hurlock Farm) the land of Mordacai Gibson, and the Atwell Farm of Spencer Merrick, and containing NINETY THREE ACRES AND TWENTY SEVEN SQUARE PERCHES OF LAND MORE OR LESS, and offered the said farm as a whole and sold the same after crying the sale for quite a length of time and trying to persuade persons to bid on it, to J.H.C. Legg, at and for the sum of Sixteen Hundred Dollars, he being then and there the highest bidder therefor at and for the said sum of Sixteen Hundred Dollars.

The said J.H.C. Legg, Attorney named in the Mortgage, desires to further report to this Honorable Court, that after giving more than twenty days previous notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record (four insertions) and the Centreville Observer (two insertions) two newspapers printed and published in Queen Anne's County, Maryland, and a certified copy of each of said advertisements being herewith filed with this report of sale and asked to be taken as a part hereof, he did pursuant to said notice and advertisement attend in person in front of the Court House Door in the town of Centreville, in Queen Anne's County, Maryland, on Tuesday July-10th. 1923, between the hours of 2 and 3 o'clock P.M. to wit at the hour of 2-30 P.M. and then and there proceeded to sell the property mentioned in the said Mortgage, and as advertised and described in the annexed advertisements herewith filed as a part of this Report, of sale, and fully set out just above herein, at so much per acre, and after crying the sale for quite a considerable time, could not receive a bid on the property, so your Attorney withdrew the property and announced that it could be bought of him at private sale and he has tried very hard to sell the said farm at private sale but, being unable to do so, he again advertised it, as above set forth, and sold it as above set out herein.

And your Attorney reports that the purchaser will comply with the terms of the sale as advertised on the final ratification of this sale by this Honorable Court, as he announced at the sale that if those who bid on the farm did not have the one-third cash to day, he would wait for the payment until the sale was ratified by this Court without interest, as he desired to get a purchaser for the farm.

All of which is respectfully submitted by

J.H.C. Legg
Attorney named in Mortgage to
make the sale.

State of Maryland, Queen Anne's County, To Wit:

I hereby certify that on this 30th day of July, in the year 1925, personally appeared before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, In Equity, J.H.C. Legg, the Attorney 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 sales therein reported were fairly and bona fide made.

B. Hackett Turner
Clerk of the Circuit Court for
Queen Anne's County, In Equity.

Filed July 30th, 1925.

Certificate of Publication of
Advertisement of Sale.
Filed July 30th, 1925.

MORTGAGE SALE OF VALUABLE FARM.
In Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Daniel W. Wright and Mary A. Wright, his wife, to the Stevensville Bank of Maryland, dated the 23rd day of November, 1918, and recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber J.F.R. No. 1, Folios 370 etc., and duly assigned to James H. Cahall, on the 24th day of August, 1920, which said assignment is recorded at the foot of the aforesaid mortgage, in

Liber J.F.R. No. 1, folios 370 etc., the Land Record Book aforesaid, default having occurred under the terms of the said mortgage, the undersigned, as the attorney named in said mortgage to make the sale, in case of default, will sell at public sale to the highest bidder in front of the Court House door in the town of Centreville, in Queen Anne's County, Maryland, on TUESDAY, JULY 28, 1925, between the hours of 2 and 3 o'clock P.M. ALL OF THAT VALUABLE FARM or tract of land called or known as "The Tom Pratt Farm" "The Leverton Farm", composed of tracts or parts of tracts of land called or known as "Lowe's Arcadia", "Stoke's Addition", "Crump's Forest", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on both sides of the public road leading from the State Road at Brown's Corner by the Atwell Farm of Spencer Merrick, to the Brick School House on the public road from Hayden's Station pass the Whitemarsh Farm to Mrs. Annie Wright to Centreville, adjoining the farm recently owned by Benjamin Carter, the land of David Tatman (formerly the David Hurlock Farm", the land of Mordecai Gibson and the Atwell Farm of Spencer Merrick, and containing 93 ACRES and 27 Square Perches of Land, more or less, improved by a GOOD DWELLING HOUSE, barNs, stables, and other outbuildings.
This is a splendid little farm, well located not far from the State Road, schools and churches.

TERMS OF SALE-One third of the purchase money in cash on day of sale, the balance in two equal installments of six and twelve months from day of sale, the credit payments to bear interest from day of sale, and to be secured by the Bonds or notes of the purchaser with approved security, or all cash at the option of the purchaser on day of sale. Title papers at the expense of the purchaser, including war stamps on Deed. More detailed particulars make known on day of sale.

J.H.C. LEGG
Attorney named in Mortgage
to make the sale.
T. Frank Seward, Auct.

THE CENTREVILLE RECORD.

Centreville, Md. July 30th. 1925.

The Centreville Record Publishing Co., hereby certifies that the copy of advertisement in the case of J.H.C. Legg, Atty. named in Mortgage vs. Daniel W. Wright, and Mary A. Wright, his wife, mortgagors, 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 28 day of July in the year 1925.

The Centreville Record Publishing Co.
By L.E. Hopkins.

NISI.

J.H.C. Legg, AttorNey named in Mortgage,	#	IN THE CIRCUIT COURT
vs.	#	FOR QUEEN ANNE'S COUNTY
Daniel W. Wright and Mary E. Wright.	#	IN EQUITY.
	#	CHANCERY NO. 2496.
	#	

ORDERED, This 30th day of July, A.D. 1925, that the sale of the real estate made aNd reported in this cause by J.H.C. Legg, Attorney named in Mortgage, be ratified and confirmed unless cause to tHe contrary thereof be shown on or before the 5th 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 3rd day of September next.

The Report states the amount of sales to be $1600.00.

Filed July 30th, 1925.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Oct. 17th. 1925.

NISI.

J. H. C. LEGG, ATTORNEY NAMRED IN MORTGAGE,
vs.
DANIEL W. WRIGHT AND MARY E. WRIGHT, HIS WIFE,

In the Circuit Court for Queen Anne's County, in Equity; Chancery No. 2496.

ORDERED, This 30th. day of July, A. D. 1925, that the sale of the real estate made and reported in this cause by J. H. C. Legg, attorney named in mortgage, be ratified and

confirmed, unless cause to the contrary thereof be shown on or before the 5th. 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 3rd. day of September, next.

The Report states the amount of sales to be $1600.00.

B. HACKETT TURNER, Clerk.

True Copy-Test:
B. HACKETT TURNER, Clerk.

Filed July 30th. 1925.

THE CENTREVILLE OBSERVER.

Centreville, Md., Oct. 17, 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the annexed Order Nisi in the case of J. H. C. Legg, Atty. named in mortgage, vs. Daniel W. Wright and Mary E. Wright, 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 3rd. day of Sept. in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.,

By M. E. Durney.

STATEMENT OF MORTGAGE DEBT.

Filed Feby. 4th. 1927.

J. H. C. Legg, Attorney, vs. Daniel W/ Wright and Mary A. Bright, his wife, Mortgagors.	:	In the Circuit Court for Queen Anne's County, in Equity. No. 2496.

Statement of the Mortgage Debt.

Amount of the principal due on the Mortgage at the time it was assigned to Daniel W. Wright on August 24th. 1920,	$2275.00
Interest from August 24th. 1922, to July 28th. 1925, which is 2 years, 11 months and 4 days,	$ 399.64
	$2674.69
5% Attorney's Commissions on $2674.69	$ 133.73
Amount due on day of sale July 28th. 1925	$2808.37

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

I hereby certify that on this 4th. day of February, in the year nineteen hundred and twenty seven, before me, the subscriber, B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J.H.C. Legg, the Attorney named in the Mortgage, in the above entitled cause, and made oath in due form of law that there is due and owing on the Mortgage filed in this Cause the sum of Twenty-Eight Hundred and Eight Dollars and Thirty Seven Cents, on the day of sale, to the best of his knowledge and belief.

B. Hackett Turner
Clerk of the Circuit Court
for Queen Anne's County,
in Equity.

FINAL ORDER OF RATIFICATION.

ORDERED BY THOMAS J. KEATING, ONE OF THE ASSOCIATE JUDGES of the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, on this 7th. day of Frbruary, in the year nineteen hundred and twenty five, that the sales of the real estate made and reported by J.H.C. Legg, the Attorney named in the Mortgage 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 in accordance with the Order Nisi heretofore passed in said case and the attorney is allowed the usual commissions allowed by the Mortgage and such proper expenses as he shall produce vouchers for to the Auditor; and it is further ordered that Thomas J. Keating, Jr., be and he is hereby appointed Trustee to convey the property herein sold to the said J.H.C. Legg by a good and sufficient Deed duly executed according to law; upon being satisfied of the payment of the purchase money.

Thomas J. Keating.

Filed February 7th. 1927.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed March 10th. 1927.

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

J. H. C. Legg, attorney named in mortgage,) Cause
vs.) No.
Daniel W. Wright and Mary A. Wright, his wife,) 2496.

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 J. H. C. Legg, the party making the sale reported in this cause, with the amount of the gross sale made by him, and then by allowing him thereout his commissions for making the sale, per terms of the mortgage the costs of advertising the notices of sale and the several orders nisi of the cause, the court costs of the sale, the costs of his bond and the fee of the auditor.

The balance remaining after these allowances is not sufficient to pay the mortgage claim or debt in full, and is distributed unto James H. Cahall, the assignee of the mortgage on account of the mortgage debt due to him.

A statement of the mortgage indebtedness after the application to the debt of the sum so distributed unto the said James H. Cahall is appended to the account.

Respectfully submitted,

Madison Brown
auditor.

March 9, 1927.

The proceeds of the sale of the mortgaged real estate of Daniel W. Wright and Mary A. Wright, his wife, mortgagors, in account with J. H. C. Legg, attorney named in mortgage, party selling said real estate under mortgage mentioned in this cause.

1925. July 28.	Cr:		
	By gross amount of the sale of said real estate, per report of sale filed, sum of		$1600.00
	Dr:		
"	To J. H. C. Legg, for his commissions, per terms of mortgage, the sum of	$102.50	
	To do., for court costs of this cause, per clerk's statement: Costs of B.H.Turner, clerk, paid $18.75; appear. fee of J.H.C. Legg, 10.00	28.75	
	To do., for costs of advertising the notice of sale and the order nisi thereon in The Centreville Observer, per receipted accounts:	34.50	
	To do., for costs of advertising notices of sale in The Centreville Record, per receipted account for the same, to wit:	51.75	
	To do., for the costs of advertising the order nisi to be passed as to this account:	3.00	
	To do., for the amount of the charge of T. F. Seward for crying sale, per receipt of his administrator, to wit:	10.00	
	To do., for the costs of his bond paid the corporate surety on the bond, per receipted accounts for same, to wit:	45.00	
	To Madison Brown, auditor, for stating this account the sum of:	9.00	
	To James H. Cahall, in part of his claim as assignee of the mortgage, this balance, to wit:	1315.50	
		$1600.00	$1600.00

Statement of Mortgage Debt.

	Daniel W. Wright and Mary A. Wright, his wife, to James H. Cahall, assignee of mortgage, Dr:	
	To amount due said assignee under the mortgage mentioned and described in this cause, on July 28, 1925, day of sale, per statement of debt filed,	$2808.37
Cr:	By amount of the net sale distributed to said James H. Cahall, by the above account, to wit:	1315.50

To balance due said assignee with interest thereon from July 28, 1925, to wit: $1482.87

March 9, 1927. Madison Brown, auditor.

NISI RATIFICATION OF AUDIT.

J.H.C. Legg, attorney named in mortgage, vs. Daniel W. Wright and Mary A. Wright, his wife.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE NO. 2496.

ORDERED, This 10th. day of March, in the year nineteen hundred and 27, 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 7th. day of April, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 30th. day of March, 1927, in some newspaper printed and published in Queen Anne's County.

Filed March 10th. 1927. B. Hackett Turner, Clerk.

No. 2604 CHANCERY.

QUEEN ANNE'S COUNTY,TO WIT: Be it remembered that on the eighth day of june, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, JohN D. Urie, LillianN B. Urie and James W. Urie, all of Kent County, State of Maryland, are held and justly bound unto the State of Maryland, or its certain attorney in the full and just sum of thirty two thousand ($32000) dollars, to be paid by us and each of us, our and each of our heirs and personal representatives, acknowledging ourselves and each of us, our heirs and personal representatives to be held and firmly bound by these presents, signed and sealed by us this 6th. day of June, A.D. 1925.

WHEREAS, under and by virtue of the power contained in a mortgage from Emma B. Snitcher (widow) to The Kent County Savings Bank of Chestertown, Kent County, State aforesaid, for the sum of $16000 which mortgage is dated August 5th. A.D. 1921, and duly recorded in Liber J.F.R. No. 7, folio 252, etc., of the land record books for Queen Anne's County, State of Maryland, the said John D. Urie was authorized upon default in the payment of said mortgage when due to sell the lands and premises described in and conveyed by said mortgage located in the seventh election district of said Queen Anne's County, in the manner and upon the terms named in said mortgage.

AND WHEREAS default has occured under said mortgage by reason of the failure on the part of the mortgagor, her personal representatives or assigns to pay said mortgage debt when due as required thereunder. AND WHEREAS the said JohN D. Urie as attorNey named in said mortgage to execute said power of sale of the lands and premises thereby conveyed because of said default in the payment of said mortgage debt, is about to exercise said power of sale and sell the same because of said default.

NOW THE CONDITIONS OF THIS OBLIGATION is such that if the said John D. Urie shall well and faithfully execute the power of sale contained in said mortgage and abide by and obey any decree or order passed by any Court having jurisdiction in the premises, then this obligation shall be void, otherwise be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Esther D. Urie.

John D. Urie (SEAL)
Lillian B. Urie (SEAL)
James W. Urie (SEAL)

The above sureties would be accepted if offered in this Court on the above Bond.

6/6/25.

Robt. R. Ayres, Clerk Circuit Court for Kent Co.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed June 8th. 1925.
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. 160, a BoNd Record Book for QueeN ANNe's CouNty.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne8s County, this 8th day of June, in the year 1925.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage.

#8738. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the eighth day of August, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 5th day of August, in the year one thousand nine hundred and twenty one, by and between Emma B. Snitcher, widow, of Kent County, State of Maryland, of the one part, and The Kent County Savings Bank, a duly incorporated body, mortgagee, of said County, State aforesaid, of the other part.

WHEREAS, the said mortgagor is justly indebted unto the said Mortgagee in the full sum of sixteen thousand ($16000) dollars (being money loaned and advanced by the said mortgagee to the said mortgagor) for which said sum and the interest thereon the said mortgagor, has passed to said mortgagee, her promissory note bearing even date herewith, the sum of sixteen thousand dollars, payable six months after date; payable at the Banking House of the Kent County Savings Bank aforesaid, Chestertown, Maryland, and which said note provided for the payment of the usual commissions for collection if not paid when due and authorizes judgment by confession at any time and execution forthwith thereon, with waiver of all exemption from execution.

And whereas, this mortgage is made to secure the payment of said debt and interest thereon, in the manner and at the time limited in aforesaid promissory note or renewals thereof as herein 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 Emma B. Snitcher does hereby grant unto the Kent County Savings Bank aforesaid, or its successors and assigns, in fee simple, all those pieces or parcels of land, situate, lying and being in Queen Anne's County, State of Maryland, comprising three farms all located in the 7th. election district of Queen Anne's County, and as described in and conveyed by a deed to the said Emma B. Snitcher in fee simple, dated August 30th. 1904, from Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, which deed is duly recorded in Liber J.E.G. No. 6, folio 491 etc., one of the land records for said Queen Anne's County, to wit:-

No. 1. All that farm or tract of land now tenanted by Charles McKee and designated as No. 1, iN said Jarrell deed situated oN the road leading through Round Top farm to the road leading from Chestertown to Millington, and known as the Comegys Cosden Farm, and containing 330 acres of land, more or less.

No. 2. All that farm or tract of land now tenanted by Woodall Robinson on the public road leading from Chestertown to Millington, and designated in said Jarrell deed as No. 4 and commonly known as The Kibler Farm and adjoining the lands formerly belonging to Peter Marriner and containing 243 acres 52½ perches of land, more or less.

No. 3. All that farm or tract of laNd commonly known as The Emma J. Catlin Farm designated in said Jarrell deed as No. 6 oN or Near the public road leading from what was known as Barton's Corner to Union Church adjoining the lands known at the time of said conveyance as the William H. Newnam and Charles H. Jefferson lands and containing 175 acres of land, more or less, and which is now tenanted by Morgan Bennett; reference to said Jarrell deed and to the deed or deeds therein mentioned is to be made for a fuller description of the hereby mortgaged land and premises.

TOGETHER with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the Kent County Savings Bank aforesaid, its successors, and assigns forever. Provided that if the said Emma B. Snitcher, or her heirs, executors, administrators or assigns shall pay 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 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 Emma B. Snitcher, her heirs or assigns shall possess the aforesaid property upon paying in the meantime all taxes, 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 Emma B. Snitcher for herself, her heirs, executors, administrators or assigns, does 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 Kent County Savings Bank aforesaid, its successors 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 said debt, interest and all costs incurred in making such sale, and to grant and convey 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 said Queen Anne's County, Maryland, and such other notice as party making said sale shall deem proper, which said sale may be at public (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making 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 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 ninety five dollars for preparing and furnishing the required bond; secondly, to the payment of all claims of said mortgagee, or 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, her 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, at the filing of the bond required by law in foreclosure proceeding by the party undertaking to make sale of said property) by anyone entitled to pay the same, or said sale is withdrawn at the request of said mortgagor or any of them, then the said mortgagor, for herself, her heirs, personal representatives or assigns hereby further covenants to and with the said mortgagee, its successors 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 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 ninety five dollars for preparing and furnishing the required bond. And the said Emma B. Snitcher, for herself, her heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to their insurable value 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 its assigns to the extent of its or their lien or claim thereunder. And the said mortgagor,

for herself, her heirs, executors, administrators and assigns, further covenants 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 its personal representatives or assigns hereunder.
And the said mortgagor does further covenant that she will neither do, nor suffer to be done, pending the existence of this mortgage, any act or thing whereby said premises and land may be depreciated or lessened in value.

Witness my hand and seal.

Test: Harry C. Coleman. Emma B. Snitcher. (SEAL)

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that oN this 5th. day of August, in the year one thousand nine hundred and twenty one, before the subscriber, a Notary Public of the State of MarylaNd, in and for Kent County, State aforesaid, personally appeared Emma B. Snitcher, widow, the within named mortgagor and she acknowledged the aforegoing mortgage to be her act.

Notary Public Seal. Harry C. Coleman. Notary Public.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that oN this 6th. day of August, in the year one thousand nine hundred and twenty one, before the sibscriber, a Notary Public of the State of MarylaNd, in and for Kent County aforesaid, personally appeared William F. Russell, Cashier of the Kent County Savings Bank, 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.

Notary Public Seal. Harry C. Coleman. Notary Public.

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. 7, folio 252 etc. a laNd record book for QueeN ANNe's County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th. day of June, in the year 1925.

B. Hackett Turner, Clerk.

Trustee's Report of Sale.
Filed June 30th, 1925.

The Kent County Savings Bank, a corporation, Plaintiff, vs. Emma B. Snitcher, Defendant.	No. 2604 IN Equity. Circuit Court for QueeN Anne's County.

To the Honorable, the Circuit Court for Queen Anne's County, Maryland, In Equity:

The report of sale made by John D. Urie, Attorney named in the mortgage in the above entitled cause respectfully shows:-

1. That under and by virtue of the power of sale in a mortgage for $16000 from Emma B. Snitcher to the Kent County Savings Bank dated August 5th. A.D. 1921, and duly recorded in Liber J.F.R. No. 7, Folio 252 &c., of the LaNd Records of said Queen Anne's County, a duly certified copy of which mortgage is herewith filed and is to be taken as a part of this Report, the said John D. Urie, as attorney named in said mortgage, was duly authorized to sell the lands and premises conveyed by way of said mortgage located in said Queen Annes County, upon the failure of Mortgagor or her heirs, personal representatives or assigns to pay said mortgage debt when due,.

2. And default having occurred under said mortgage by reason of the failure to pay said mortgage debt when due on the part of the mortgagor, her heirs or personal representatives, the undersigned as attorney named in said mortgage, proceeded to execute the power of sale conferred on him contained in said mortgage according to the terms thereof.

3. That after giving Bond with sureties approved by the Clerk of this Honorable Court for the faithful performance of his trust as conferred by said power of sale in said mortgage and having complied with all the other prerequisites required by law and giving 20 days notice by advertisement in the "Centreville Observer" a newspaper published at Centreville, Maryland, weekly, and having a large circulation in said Queen Anne's County and also in the Kent News, a Newspaper also having a considerable circulation in said Queen Anne's

County and in Kent County adjacent to said Queen Annes County, and published weekly at Chestertown, Maryland, in the vicinity of the advertised farms and also by hand bills set up in Kent and Queen Anne's County, a certificate of the said advertisement in the "Centreville Observer" being herewith filed as a part of this Report of Sale of the time, place, manner and terms of the sale of said mortgaged farms and premises.

4. That pursuant to said advertisement he did attend at the Court House door in Centreville, in Queen Anne's County aforesaid at eleven o'clock A.M. on Saturday, June 27th. A.D. 1925, and offered the three farms in the order in which they were advertised, and each farm as a whole and not per acre and after due outcry and successive bids and warning to all bidders as each farm was offered at public sale and before the same were struck off he sold the said farms to the following named purchasers upon the advertised terms of sale at the prices named for each, the said purchases being at the prices hereinafter named, the highest bidders therefore and the prices obtained the best obtainable prices and in the present depressed condition of the farm market the best obtainable prices for the respective farms.

The farms, purchasers and prices obtained were respectfully as follows:-

Farm No. 1.	Emma J. CatliN Farm, to W. Walter HolliNgsworth for the sum of	$8100.00
Farm No. 2.	Kibler Farm to Robert M. Subers for	$5200.00
Farm No. 3.	CosdeN Farm, to Charles M. Lloyd, for	$8550.00
making an aggregate of sales for said farms of		$21850.00

5. That each of the said purchasers have duly complied with the advertised terms of sale to the satisfaction of the undersigned.

Respectfully submitted,

John D. Urie.
Attorney named in Mortgage.

State of Maryland.

Queen Anne's County, to wit:-

I hereby certify that on this 30th day of A.D. 1925 before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, State aforesaid, personally appeared John D. Urie, Attorney named in mortgage, as set out in the aforegoing Report of Sale and he made oath in due form of law that the matters and things set out in the aforegoing Report of Sale are true as therein stated and that the said Sales therein reported were fairly made.

Filed June 30th, 1925.

B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement of Sale.
Filed July 1st, 1925.

MORTGAGE SALE OF 3 FINE FARMS IN RICH NECK, QUEEN ANNE'S COUNTY, MARYLAnD.

Under and by virtue of the power of sale contained in a mortgage from Emma B. Snitcher, now deceased, to the Kent County Savings Bank at Chestertown, Maryland, dated August 5th. A,D. 1921, and duly recorded in Liber J.F.R. No. 7, Folio 252 etc., of the LaNd Records for Queen Anne's County, State of Maryland, the undersigned as attorney named in said mortgage to execute the power of sale therein on default thereunder and default having been made thereunder will offer at public sale on SATURDAY, JUNE 27 A.D. 1925, at 11o'clock A,M. at the Court House door in Centreville, in said Queen Anne's County, all those three (3) farms, located in Rich Neck in the Seventh Election District of said Queen Anne's County and described as follows:

NUMBER ONE ALL THAT FARM commonly known as the "EMMA J.-CATLIN FARM" oN the public road leading from Barton's Corner to Union Church, adjoining the lands of Charles H. Jefferson and others and containing 175 ACRES OF LAND, more or less.

BeiNg moreover the same farm designated as No. 6 iN a Deed from Elizabeth F.S. Jarrell aNd CliftoN L. Jarrell, her husband, dated August 30th. A.D. 1914, and duly recorded in Liber J.E.G. No. 6, Folio 491 etc., of the LaNd Records for said QueeN ANne's County; reference to which Deed is to be made for a fuller description of the title of said farm.

The location of this farm as to churches, Schools and State road is excellent; the soil highly productive and buildings and fences in good condition.

NUMBER TWO.

ALL THAT FARM located on the North side of the public road leadiNg from CatliN's Corner to the State Road to Chestertown, Maryland, from Church Hill and adjoining the lands of Madison Brown and James T. Bright farm, and the farm formerly belonging to Peter Marriner in the rear and tenanted by Sylvanus Teat and commonly known as the "KIBLER FARM" containing 243 ACRES and 32½ PERCHES OF LAND, more or less.

Being moreover the same farm designated as No. 4, iN said Jarrell Deed to said Emma B. Snitcher, to which Deed reference is to be made for a fuller description of the title of said farm.

This farm is excellenTly located near the State road leading from Church Hill to Chestertown. The land easily tilled and in good state of cultivation.

NUMBER THREE.

ALL THAT FARM AND TRACT OF LAND now tenanted by Charles H. McGee, adjoining the lands of Mrs. Emma Klinefelter and designated as No, 1 in said Jarrell Deed to said Emma B. Snitcher, and located on the road leading through Round Top Farm to the road leading from Chestertown to Millington and containing 330 ACRES OF LAND, more or less.

This farm commonly called the "CosdentFarm" is in good heart, well tilled and productive.

The fences and buildings are in fair condition.

These farms are all located in that part of Queen Anne's Counry most noted for its fertility and healthfulness, known as Rich Neck, Near Chestertown, Maryland, and immediately accessible to the navigable waters of the Chester River.

TERMS OF SALE-One-third of purchase money cash on day of sale and balance in two equal installments payable in one and two years from day of sale. All deferred payments to bear interest from day of sale and to be secured by notes endorsed to the satisfaction of the undersigned, or all cash at the purchasers option.

All title papers and revenue stamps to be at the cost of the purchaser.

JOHN D. URIE.
AttorNey named in Mortgage.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 27, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Mortgage Sale of Three Farms in the case of Kent County Savings Bank against Emma B. Snitcher, now deceased, 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 27 day of June in the year 1925.

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

ORDER NISI,

The KeNt County Savings Bank, a corporation.	/	IN THE CIRCUIT COURT
	/	FOR QUEEN AnNE'S COUNTY
vs.	/	
	/	IN EQUITY.
Emma B. Snitcher.	/	
	/	CHANCERY NO. 2604.

ORDERED, This 30th day of June, A.D. 1925, that the sale of the real estate made and reported in this cause by John D. Urie, Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of August next.

The Report states the amount of sales to be $21850.00

B. Hackett Turner, Clerk.

Filed June 30th. 1925.

Statement of Mortgage Debt.under Mortgage Note, aNd affidavit.
Filed Sept. 4th. 1925.

STATEMENT OF MORTGAGE DEBT, INT. AND COMMISSIONS FOR COLLECTION DUE ON MORTGAGE NOTE OF EMMA B. SNITCHER TO THE KENT COUNTY SAVINGS BANK COLLECTED BY THE UNDERSIGNED, BY SALE OF MORTGAGED PREMISES ON JUNE 27th. 1925. AS ATTY. FOR SAID SAVINGS BANK ON JUNE 27th. '25.

Amt. of Principal due June 5th. 1925 on said note hereto attached	$16000.00
Amt. Int. thereon June 5th. to June 27th (day of sale)	58.67
Total debt collected by the undersigned Atty.	$16058.67
To usual commissions for collection as provided in said note,	439.47
Total due said bank as provided in said Mortgage Note herewith,	$16498.14

STATE OF MARYLAND, QUEEN ANNES COUNTY, TO WIT:

I hereby certify that oN this day of September, A.D. 1925, before me, the subscriber, Clerk of the Circuit Court for said Queen Annes County, personally appeared John D. Urie, Atty. named in Mortgage and he made oath in due form of law, that he was duly authorized as the Attorney for the Kent County Savings Bank, Mortgagee, to collect the above named Mortgage note by the foreclosure of said mortgage securing said note, and that the above claim and statement of Mortgage Indebtedness due said bank is just and true as therein stated and that no part of the same has been paid and that the sum claimed is and remains due and unpaid as stated above, and that the said Mortgagee or he as its Atty. hath no satisfaction or security for said debt, nor hath any one else for it or him any such securety or satisfaction for said Mortgage debt above stated.

B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement of Order Nisi.
Filed Sept. 4th. 1925.

ORDER NISI.

The KeNt CouNty SaviNgs Bank, a corporation
vs.
Emma B. Snitcher.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2604.

Ordered, This 30th. day of June, A.D., 1925, that the sale of the real estate made and reported in this cause by John D. Urie, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. 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 5th. day of August next.

The Report states the amount of sales to be $21,850.00.

B. HACKETT TURNER, Clerk.
true Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CeNtreville, Md. Sept. 4th, 1925.

THE CENTREVILLE RECORD BUBLISHING CO. hereby certifies that the Order Nisi iN the case of Kent co. Savings Bank vs. Emma B. Snitcher, Chy. 2604, 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 ins. July 2/25) before the 5 day of August in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.
By E. H. Brown, Jr.

Order of Court RatifyiNg Sale.
Filed Sept. 7th. 1925.

Ordered this 7th. day of September, iN the year NiNeteeN huNdred aNd tweNty five by The Circuit Court for Queen Anne's County in Equity that the sales of real estate made and reported herein by John D. Urie, Attorney named in mortgage and vendor be and the same are hereby ratified and confirmed, no cause to the contrary being shown, due notice to the contrary having been given by the usual Order Nisi, aNd the attorNey named in mortgage and vendor is allowed the usual commission and all costs not personal for which he may produce vouchers to the auditor.

Filed Sept. 7th. 1925. Thomas J. Keating.

Petition to Substitute Purchaser.
Filed Sept. 18th. 1925.

The Kent County Savings Bank, a corporation, Plaintiff	NO. 2604 Chy. IN Equity.
vs.	IN the Circuit Court for QueeN ANNes CouNty
Emma B. Snitcher. Defendant.	Maryland.

To the Honorable, the Circuit Court for said Queen Annes County:

The undersigned hereby petition this Honorable Court and respectfully represent:-

1. The undersigned, Charles M. Lloyd, having sold to the undersigned J. Thomas Powell, the farm named in the proceedings and Report of Sale therein, as the McKee or Cosden Farm, located in the 7th Election District of said Queen Annes County, containing 330 acres of land, more or less, which was purchased by him of the undersigned, John D. Urie, Attorney named in mortgage, as reported in said proceedings, the undersigned Charles M. Lloyd and J. Thomas Powell desire that the said J. Thomas Powell be substituted as purchaser of the said farm to which substitution the said undersigned, John D. Urie, Atty. named in Mortgage, making said sale hereby assents.

Therefore the undersigned do pray this Honorable Court to pass an order substituting the said J. Thomas Powell as purchaser of said farm in the place of Charles M. Lloyd and authorize the undersigned John D. Urie, Attorney named in Mortgage, to execute the said J. Thomas Powell a Deed therefore when he shall have fully paid the purchase money therefore and complied with the advertised terms of sale thereof.

And as in duty bound will ever pray &c.,

C. M. Lloyd,
John Thomas Powell,
John D. Urie.
Atty. named in Mortgage.

Order of Court granting Petition.

The aforegoing Petition having been read and considered, it is thereupon this 18 day of September, A.D. 1925, by the Circuit Court for Queen Annes County, Maryland, in Equity, ordered that the prayer of the Petitioners be granted and that J. Thomas Powell be and he is substituted in the place of Charles M. Lloyd as the purchaser of the Real Estate reported in the Trustee's And Attorney's Report of Sale filed in these proceedings and John D. Urie, Attorney, is hereby directed to execute the Deed to the said J. Thomas Powell as the purchaser thereof upon compliance by the said J. Thomas Powell with the terms of sale as reported to this Court and the payment in full of said purchase money.

Thomas J. Keating.

Filed Sept. 18th. 1925.

Petition for Order to give Notice to Creditors.
Filed Nov. 9th, 1927.

Kent County Savings Bank Versus Emma B. Snitcher	: : :	In the Circuit Court for Queen Anne's County, Md. in Equity, No. 2604.

To the Honorable, the Judges of said Court:

The Petition of Herbert E. Perkins, Receiver, respectfully represents:

FIRST

That in the above entitled Equity case there were mortgage foreclosure proceedings under which the real estate consisting of three farms in Queen Anne's County were sold, report of sale of same having been made and finally ratified by this Court.

SECOND

That your Petitioner is informed that after the payment of the mortgage indebtedness together with costs and interest there will be remaining a surplus.

That said surplus is subject to the liens of various judgment creditors, the first two of which are the judgments of Thomas W. Eliason, Jr., Executor, versus Emma B. Snitcher, et al, No. 75 appearances, July Term, 1926, dated August 11th., 1921 for $2923.96, and Sidney P. Townshend, Trustee, Catherine P. Brice Vs. Emma B. Snitcher, et al, No. 74 appearances, July Term, 1921, dated August 11th., 1921 for $2796.75; which said two judgments on payment were assigned to the use of Elizabeth F. S. Jarrell, Executrix, of Clifton L. Jarrell; and now under the control of Herbert E. Perkins, Receiver in the case of Central Chemical Company, et al versus Elizabeth F. S.Jarrell, Executrix, In Equity, No.

Your Petitioner therefore prays that the papers in the above entitled case be referred to the Auditor of the Court with the directions that the Auditor give the usual notice by advertisement to the creditors.

As in duty bound, etc.,

Herbert E. Perkins
Petitioner.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 29th day of August, 1927, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins and made oath in due form of law, that the matters and things in the aforegoing Petition are true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

Mary A. Pennington
Notary Public.

ORDER OF COURT

On the aforegoing Petition and Affidavit, it is ordered this 31st day of August, 1927, by the Circuit Court for Queen Anne's County, In Equity, that this cause be referred to the Auditor for the statement of an account from the proofs in the case, and such other proof as may be produced before him, on giving the usual notice of the debts due and owing, and which still remain unpaid.

And the said Auditor, is hereby directed, by advertisement to be inserted in some paper published in Queen Anne's County, once in each of four successive weeks, before the 5th day of November 1927, to give notice to all persons having claims against the estate of said Emma B. Snitcher, to file their claims, properly authenticated, with the Clerk of this Court on or before the 5th day of October 1927.

Filed Nov. 9th, 1927.

Lewin E. Wickes.
Judge.

John D. Urie, Attorney.

NOTICE TO CREDITORS

In the matter of Kent County Savings Bank versus Emma B. Snitcher.

. . . . . .

In the Circuit Court for QUEEN Anne's County, in Equity, No. 2604.

Ordered, this day of August, in the year nineteen hundred and twenty-seven, by the Circuit Court of Queen Anne's County, In Equity, and by the authority of said Court, that the Creditors of Emma B. Snitcher, deceased, be and they are hereby directed and required to file their said claims properly authenticated, with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the day of 1927, provided a copy of this order be published in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the day of in the year nineteen hundred and twenty-seven.

Auditor.

Petition of Madison Brown, auditor, for passage of another order of court giving or directing him to give notice to creditors of Emma B. Snitcher to file their claims.
Filed November 9th, 1927.

John D. Urie, attorney.

Notice to Creditors.

Kent County Savings Bank
versus
Emma B. Snitcher.

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

Cause No. 2604.

Notice is hereby given to all persons having claims against the Estate of Emma B. Snitcher to file their claims, properly authenticated, with the clerk of the above named court on or before the 14th day of December, 1927, This notice is given pursuant to the order of said court passed November 9, 1927, in above cause and will appear in this newspaper once in each of four successive weeks before the 14th day of January 1928.

Madison Brown
auditor.

Filed November 9th, 1927.

To the Honorable, the Judges of said Court.

I have made an improper advertisement of the order of November 9, 1927, & pray the court to pass another order in place of one directed to be given.

Madison Brown, auditor.

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

Kent County Savings Bank

vs Cause No. 2604.

Emma B. Snitcher.

To the Honorable, the Judges of said Court:

The petition of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That by an order of said court passed in above cause on August 31, 1927, he was directed to give a certain notice therein described to all persons having claims against the Estate of Emma B. Snitcher to file their claims, properly autenticated, with the clerk of this court on or before October 5th., 1927, by advertisement in some newspaper.

That he failed to give the notice as directed and the time named in said notice has expired, and another order is therefor necessary.

Your petition prays the Court to pass another order in the place of the one heretofore passed.

Respectfully submitted, Madison Brown, auditor.

Filed Nov. 9th, 1927.

Order of Court.

On the aforegoing petition the auditor of this court is directed by advertisement to be inserted in some newspaper published in Queen Anne's County, once in each of four successive weeks before the 14th day of December 1927, to give notice to all persons having claims against the estate of Emma B. Snitcher, deceased, to file their claims, properly authenticated, with the clerk of this court on or before the 14th day of January, 1928.

November 9, 1927. Lewin W. Wickes.

Filed Nov. 9th, 1927.

Court's Notice to Creditors.
Filed Jan. 23rd, 1928.

Notice to Creditors and Leinors.

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

Kent County Savings Bank
versus
Emma B. Snitcher.

Cause No. 2604.

Ordered, this 23rd day of January in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the creditors of Emma B. Snitcher and all other persons claiming an interest in the equity of redemption of the property or the sales thereof mentioned and described in the proceedings of the above cause be and they are hereby notified and directed to file their claims, properly authenticated, against said property and proceeds of sale with the clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the 26th day of March 1928, provided that a copy of this order be published in some newspaper published in Queen Anne's

aforesaid once in each of four successive weeks before the 26th day of February next.

Filed Jany. 23rd, 1928. Thomas J. Keating.

Publication of Notice to Reditors Lienors.
Filed Feby. 29th, 1928.

NOTICE TO CREDITORS LIENORS

Kent County Savings Bank
versus
Emma B. Snitcher.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2604.

Ordered, this 23rd day of January in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the creditors of Emma B. Snitcher and all other persons claiming an interest in the equity of redemption of the property or the sales thereof mentioned and described in the proceedings of the above cause be and they are hereby notified and directed to file their claims, properly authenticated against said property and proceeds of sale with the Clerk of Circuit Court for Queen Anne's County, Maryland, on or before the 26th day of March, 1928, provided that a copy of this order be published in some newspaper published in Queen Anne's aforesaid once in each of four successive weeks before the 26th day of February next.

THOMAS J. KEATING

Filed, Jan. 23rd, 1928.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD

Centreville, Md., Feb. 29th, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Notice to Creditors Lienors in the case of Kent County Savings Bank vs. Emma B. Snitcher, Chy #2604 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 26th day of February in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Feby. 29th, 1928. By Lida Hopkins.

Petition of Herbert E. Perkins, Receiver, to have surplus mortgage sales to payment of debts of Emma B. Snitcher.
Filed Aug. 30th, 1928.

KENT COUNTY SAVINGS BANK	:	IN THE CIRCUIT COURT FOR
VERSUS	:	QUEEN ANNE'S COUNTY
EMMA B. SNITCHER	:	IN EQUITY, No. 2604.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herbert E. Perkins, Receiver, respectfully represents:

FIRST

That in the above entitled Equity case there were mortgage foreclosure proceedings under which the real estate consisting of three farms in Queen Anne's County were sold, report of sale of same having been made and finally ratified by this Court.

SECOND

That your Petitioner is informed that after the payment of the mortage indebtedness together with costs and interest there will be remaining a surplus.

THIRD.

That Emma B. Snitcher, Mortgagor, departed this life on or about January 25th, 1923, leaving a last will and testament,, which was duly probated. That by the terms of said will she devised and bequeathed all of her estate to her daughter, Elizabeth F. S. Jarrell.

That Letters of Administration, C. T. A., were issued by the Orphans' Court of Kent County, Maryland, to your Petitioner, Herbert E. Perkins.

FOURTH

That the decedent, Emma B. Snitcher, did not leave personal estate sufficient

Continued on page 594.

Chancery No. 2585 CHY.

Queen Anne's County, to wit: Be it remembered that on the fifth day of February, in the year nineteen hundred and twenty five, the following Bill of Complaint was filed for record, to wit:

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

Charles E. Bishop and Mary C. Bishop, his wife,

vs.

William T. Bishop and Florence Bishop, his wife, Clarence T. Bishop and Ethel B. Bishop, his wife, Effie Elizabeth Bishop, Mary Louisa Hammond and Edward F. Hammond, her husband, Martha Rebecca Harley and George L. Harley, her husband, S. Newton Smith, and Helen Smith, his wife, Mildred Thompson and Philemo H. Thompson, her husband, James Smith, Risdon Bishop, Hydie Bishop, Annie Mae Sewell and Ira Sewell, her husband, Charles Dodd, James Dodd, infant, Frances Dodd, Helen Dodd, infant, Rebecca Dodd, infant, Henry Dodd, infant, Ewell Dodd, infant, Roland Dodd, infant, Norris Dodd, iNfant, William Harris, Jr., infant, Ralph Baynard, infant, Risdon Baynard, infant, William T. Bishop, Clarence T. Bishop and Charles E. Bishop, Executors and Trustees of the will of John Bishop, late of Queen Anne's County, State of Maryland, deceased-----

The Bill of Complaint of Charles E, Bishop and Mary C. Bishop, his wife, to your Honors respectfully shows:

1--- That John Bishop, late of Queen Anne's County, deceased, was during his life time, seized and possessed in fee simple of all that lot, or tract of land, with improvements thereon, situate, lying and being in the town of Queenstown, in the Fifth Election District of County and State aforesaid known as "The Dr. Davidson Property", containing eight tenths of an acre of land, more or less, being the same and all of the land granted and conveyed unto the said John Bishop by deed bearing date the 28th. day of February, 1923, from Mary C. Bishop, and Charles E. Bishop, her husband, said deed being recorded among the land records for County and State aforesaid in Liber J.F.R. #10, folio 430 &c., a certified copy of said deed being filed herewith and marked Plaintiff's Ex. A and prayed to be taken as a part hereof: that the said John Bishop being so seized and possessed departed this life in the year nineteen hundred and twenty three, leaving a last will and testament, duly admitted to probate by the Orphans Court for County and State aforesaid, being recorded in Liber W.T.B. # 2, folio 24 in the office of Register of Wills for County and State aforesaid, together with all codicils thereto annexed, a certified copy of which is herewith filed marked Plaintiffs' Ex. B and prayed to be taken as part hereof.

2-- That letters testamentary have been granted unto the executors named in said last will and testament of the said John Bishop who have duly qualified as executors by the filing of an approved bond; that notice to the creditors of John Bishop has been given in usual form; and that your orators are advised by the executors that is ample personal property of the late John Bishop to pay all debts due and owing by the said John Bishop together with all (debts due and owing by the said John Bishop)
cost incident to the administration of this estate.

3--- That your orators are advised that the above described real estate would pass under Items Nos. 6,7,8 aNd 9 of the said last will aNd testameNt of the said John Bishop, late of County and State aforesaid, deceased, and that through, under and by virtue of Item No. 6 of said will that Mary Louisa Hammond, a daughter of the testator, William T. Bishop, a son of the testator, Charles E. Bishop, your orator and a son of the testator, Clarence T. Bishop, a son of the testator, Martha Rebecca Harley, a daughter of the testator and Effie Elizabeth Bishop, a daughter of the testator, are each entitled to an undivided one sixth interest and are each seized in fee simple of the aforesaid interest in the above described real estate.

4--- That your orators are advised that under and by virtue of Item No. 7 of said last will and testament that Risdon Bishop and Hydie Bishop, sons of Risdon Bishop, a son of the testator John Bishop and who predeceased the said John Bishop, are each seized and possessed of an undivided one thirty sixth interest in fee simple of the above described property; that William Harris, Jr. and infant, son of Harris, nee Bishop, a daughter, of Risdon Bishop, a son of the testator, and who predeceased the testator is seized and possessed in fee simple of an undivided one thirty sixth interest in said property; that Ralph Baynard, Jr., an infant and Risdon Baynard, sons of Baynard, nee Bishop, daughter of Risdon Bishop, a son of the testator, who predeceased the testator are each seized and possessed of a one seventy second interest in fee simple in said property.

5--- That your orators are advised that through, under and by virtue of Item No. 8 of said last will aNd testameNt that S. NewtoN Smith , Mildred Thompson, nee Smith, and James Smith, the only children and issue of Sarah N. Smith, a daughter of the testator aNd who predeceased the testator, are each seized and possessed of an undivided one twenty seventh in fee simple of the hereinabove mentioned property.

6--- That your orators are advised that through, under and by virtue of Item No. 9, of the said last will aNd testament of John Bishop, that William T. Bishop, Charles E. Bishop, and Clarence T. Bishop, executors or the aforesaid last will and testament with all codicils attached thereto, and unto the survivors or survivor of them are seized and possessed of an undivided one ninth interest in the above described land, in trust to divide the same equally between the children of Frances Amelia Dodd, a deceased daughter of the testator,

but excluding from said division Dorothy B. Dodd, a daughter of the said Frances Amelia Dodd who is not to participate or share in this one ninth interest.

The said executors or the survivors or survivor of them to pay over to each daughter of the said Frances Amelia Dodd when she shall arrive at eighteen years of age her original share (with the income thereof) as well as any accrued share or shares (with the income thereof) she may be entitled to under the provision of Item No. 9, aNd as each soN of the said Frances Amelia Dodd shall arrive at the age of twenty one he is to receive his original share (with the income thereof) as well as any accrued share or shares (with the income thereof) he may be entitled, if any daughter or any son shall die before the time of payment to him, her or them, as the case may be without leaving lawful issue living at the time of the death of him, her or them, then the said interest that he, her or them would have been entitled shall descend the same as if him, her or them so dying had never lived; that the beneficiaries so entitled under said Item No. 9 are as follows, to wit: ANNie Mae Sewell, Charles Dodd, James Dodd, Frances Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, Norris Dodd, are each seized of a beNeficial iNterest in said land of an undivided one ninty ninth interest in said land, subject to the term and conditions of the trust imposed upon this one ninth interest by John Bishop the testator.

7---That the defendant, William T. Bishop, is an adult, a resident of Queen Anne's County, and that he intermarried with Florence Bishop; That the defendant is an adult, a resident of Queen Anne's County and that he interried with Ethel B. Bishop; that Effie Elizabeth Bishop is an adult and a resident of Queen Anne's County aforesaid; that Mary Louisa Hammond is an adult and a resident of Queen Anne's County aforesaid and intermarried with Edward F. Hammond; that Martha Rebecca Harley is an adult, a resident of City of Baltimore, State of Maryland, and intermarried with George L. Harley, whose whereabouts are unknown to your orator and your orators are advised that said George L. Harley was last known to be outside of the State of Maryland and therefore he is a non resident of said State; that S. Newton Smith is an adult and resident of Hillsboro, Caroline County, State of Maryland, and that he intermarried with Helen Smith; that Mildred Thompson is an adult, a resident of Queen Anne's County aforesaid, and that she intermarried with Philemon H. Thompson; that James Smith is an adult, a defendant, is a resident of Queen Anne's County, aforesaid, that the defendantsRisdon and Hydie Bishop are both adults and reside in Queen Anne's County aforesaid; that the defendants William Harris, Jr. is an infant, residing with his father, in Queen Anne's County, Maryland; that the defendants, Ralph Baynard, Jr. and Risdon Baynard, are both infants and reside with their father Ralph Baynard in Queen Anne's County aforesaid; that the defendant Annie Mae Sewell is an adult and intermarried with Ira Sewell and reside in Talbot County, State of Maryland; that Charles and Frances Dodd are both adults and reside in Queen Anne's County aforesaid; that the defendants James Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, and Norris Dodd, are all infants and reside with their father in Queen Anne's County aforesaid; that William T. Bishop, Charles E. Bishop and Clarence T. Bishop are all adults, executors, and trustees under the aforesaid last will and testament, together with codicils thereto attached, of John Bishop, late of Queen Anne's County, deceased, and all do reside with Queen Anne's County aforesaid.

8---Your orators are advised that the above described real estate is not susceptible of division among the parties in interest in accordance with their respective interest therein with out loss and injury and that it is for the interest and advantage of all the parties in interest that the above mentioned real estate be sold and the proceeds arising from the sale thereof be divided among the parties in interest in accordance with their respective interests therein.

To the end therefor, that a decree may be passed for the sale of the aforesaid releal estate.

2-- That the proceeds of said sale may be brought into this Honorable Court to be distributed between the parties in interest in accordance with their respective interests therein,

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 writ of subpoena directed to the Sheriff of Queen Anne's County, State of Maryland, to summon William T. Bishop, Florence Bishop, his wife, Clarence T. Bishop, and Ethel B. Bishop, his wife, Effie Elizabeth Bishop, Mary Louisa Hammond and Edward F. Hammond, her husband, Mildred Thompson and Philemon H. Thompson, her husband, James Smith, Risdon Bishop, Hydie Bishop, Charles Dodd, Frances Dodd, and William T. Bishop, Charles E. Bishop and Clarence T. Bishop, executors, and trustees of the last will, testament and codicil of John Bishop, late of Queen Anne's County, deceased, all adults and residents of Queen Anne's County, State of Maryland; unto James Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, Norris Dodd, William Harris, Jr. Ralph BayNard, Jr., aNd RisdoN Baynard, all infants, and residents of Queen Anne's County aforesaid, and to the Sheriff of Caroline County, State of Maryland, direct him to summon S. Newton Smith and Helen Smith, his wife, both adults and residents of Caroline County aforesaid; and to the Sheriff of Talbot County, State of Maryland, directing him to summon Annie Mae Sewell and Ira Sewell, her husband, both adults and residents of Talbot County, State of Maryland; and to the Sheriff of Baltimore City directing him to summon Martha Rebecca Harley, commanding them and each of them 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 may it please Your Honor to grant unto your orators the Order of Publication giving notice to the said George L. Harley who is a non resident of this State of the object and substance of this Bill and warning him 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 he has, why a decree ought not to pass asprayed.

And as in duty bound &c.,

James T. Earle
Solicitor for Complainants.

Earle & Earle, Solicitors,--

ORDER OF PUBLICATION.

Charles E. Bishop aNd Mary C. Bishop, his wife,
vs.
William T. Bishop, et al.

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

The object of this suit is to procure a decree for the sale of certain land mentioned in said proceedings, of which John Bishop, late of Queen Anne's County aforesaid, died seized and possessed, the said land being located in the Fifth Election District of County and State aforesaid, in Queenstown, and being known as Dr. Davidson Property in said town.

The Bill alleges that the title to this land is vested in Mary Louisa Hammond, William T. Bishop, Charles E. Bishop, Clarence T. Bishop, Martha Rebecca Harley, Effie Elizabeth Bishop, to the extent of an undivided one ninth interest in each of the aforesaid parties; to Risdon Bishop, Hydie Bishop and William Harris, Jr. each to the extent of an undivided on thirty sixth interest in said land; to Ralph Baynard, Jr., and Risdon Baynard, each to the extent of a one seventy second interest; to S. NewtoN Smith, Mildred ThompsoN and James Smith to the extent of an undivided one twenty seventh interest in said land; and in William T. Bishop, Charles E, Bishop and Clarence T. Bishop, executors, aNd the survivors or the survivor of them, in trust under Item No. 9 uNder the last will, testament and codicils of John Bishop, late of Queen Anne's County, deceased.

The Bill further states that the property is not susceptible of division without loss or injury among the parties to this suit in accordance with their respective interests therein and that the said George L. Harley is a non resident of the State of Maryland.

It is thereupon this fifth day of February, A.D. 1925, ordered by the Circuit Court for Queen Anne's County, In Equity, that the complainants by causing a copy of this order to be inserted in some newspaper published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of March 1925, give notice to the said absent defendant of the object and substance of this Bill, warning him to appear in this Court in person or by solicitor, on or before the 28th day of March next, to show cause, if any he has why a decree ought not to pass as prayed.

Filed Feb. 5th. 1925. B. Hackett Turner, Clerk.

Exhibit A.
Filed Apr. 28th. 1925.

I, John Bishop, of Queen Anne's County, State of Maryland, do hereby make my last will and testament, in manner and form following, that is to say:

1. I hereby revoke all former wills by me made and I do hereby direct the payment of my just debts.

2. I give and bequeath unto my grand daughter, Frances Harley, if living at the time of my death, the sum of one thousand dollars.

3. I give and bequeath unto my grand daughter, Dorothy B. Dodd, if living at the time of my death, the sum of one thousand dollars.

4. I give and bequeath unto my daughter, Effie Elizabeth Bishop absolutely, all my household and kitchen furniture and any horse carriage and automobile which I may own at the time of my death.

5. I give and devise unto my said daughter, Effie Elizabeth Bishop, for and during the term of her natural life and no longer the house and lot in Queenstown, in this county, or near said town, recently bought by me. At the death of my said daughter, I do hereby authorize, empower and direct my executors hereinafter named, and the survivors and survivor of them, to sell at public sale said house and lot, and the proceeds of sale shall become part of estate and pass under the residuary clause of this, my will.

6. All the rest, residue and remainder of my property, real and personal, I give, devise and bequeath as follows, to wit:

1. One ninth thereof unto my daughter, Mary Louisa Hammond.
2. One ninth thereof unto my son, William T. Bishop.
3. One ninth thereof unto my son, Charles E. Bishop.
4. One ninth thereof unto my son, Clarence Bishop.
5. One ninth thereof unto my daughter, Martha Rebecca Harley.
6. One ninth thereof unto my daughter, Effie Elizabeth Bishop.

7. One ninth thereof unto the children of my deceased son, Risdon Bishop, living at the time of my death and the issue then living of such of them as are now or shall then be dead leaving issue living issue living at the time of my death, in equal shares as between brother and sister, but so that the issue of any child so dying shall take between them only the share their parent would have taken if living.

8. - One ninth thereof unto the children of my daughter, Sarah N. Smith liviNg at my death, and the issue, then living, of such of them as then shall be dead leaving issue at my death, in equal shares as between brother and sister, but so that the issue of any child so dying shall take only between them the share which the parent would have taken if living.

9. One ninth thereof unto my executors hereinafter named and unto the survivors or survivor of them in trust to divide the same equally between the children of my deceased daughter, Frances Amelia Dodd but in the manner and at the times hereinafter named, but excluding from said division my granddaughter Dorothy B. Dodd, who is not to participate or share in this one ninth of my estate because she has been remembered hereinbefore. As each daughter of my deceased daughter shall arrive at eighteen years of age she is to receive her original share (with the income thereof) as well as any accrued share or shares (with the income thereof) she may be entitled to under the provisions of this item, and as each son of my said deceased daughter shall arrive at the age of twenty one years he is to receive his original share (with the income thereof) as well any accrued share or shares (with the income thereof) he may be entitled to under this item. If any daughter of my deceased daughter shall die before the time named for payment to her without leaving lawful issue living at the time of her death, and if any son of my deceased daughter shall die before the time named for payment to him without leaving lawful issue living at the time of his death, the division of said one ninth shall be made as if said daughter or son had never lived. Said one ninth shall be invested and re-invested from time to time together with the interest and income as same shall arise by said executors or the survivors or survivor of them for the benefit of the beneficiaries under this item, the trust to cease however as to the share of any child arriving at age of payment at time of payment as to said share but is to continue as to the other shares or share.

7. I hereby nominate and appoint my sons William T. Bishop, Charles E. Bishop and Clarence T. Bishop to be the executors of this my last will and testament, with the request to them and to each of them to charge only the minimum commissions on my estate for the settlement thereof.

In testimony whereof I hereunto sign my name and affix my seal this 20th. day of December, in the year nineteen hundred and twenty,

John Bishop (SEAL)

Signed, sealed, published, pronounced and declared by the above named testator, John Bishop, as and for his last Will and Testament, in our presence, who at his request, in his presence and in the presence of each other have hereunto signed our names as witnesses.

James T. Bright.

Madison Brown.

I, John Bishop, of Queen Anne's County, State of Maryland, do make this as and for a codicil to my last Will and testament dated the 20th day of December, 1920, that is to say:

I hereby revoke the legacy of one thousand dollars given by my said last will and testament unto my grand daughter Frances Harley, and in lieu thereof I do hereby give and bequeath unto my said grand daughter, if she shall be living at the time of my death, the sum of five hundred dollars.

I hereby revoke the legacy of one thousand dollars given by my said last will and testament unto my grand daughter, Dorothy B. Dodd, and in lieu thereof I hereby give and bequeath unto my said grand daughter, Dorothy B. Dodd, if she shall be living at the time of my death, the sum of five hundred dollars.

In all respects I hereby ratify and confirm my said last will and testament save so far as the same is changed by this codicil.

In testimony whereof I hereunto subscribe my name and affix my seal this 31st day of March, nineteen hundred and twenty two.

John Bishop (SEAL)

Signed, sealed, published, pronounced and declared by the above named testator, John Bishop, as and for the codicil to his last will and testament dated December 20, 1920, in our presence, who, at his request, in his presence and in the presence of each other, have hereunto signed our names as witnesses.

James T. Bright

Madison Brown.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On the fourth day of January, A.D. 1924, came Madison Brown, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of John Bishop, late of Queen Anne's County, deceased, with a Codicil and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, with a codicil 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 hands of Testator on or about the 20th day of December, A.D. 1920.

Sworn before

William T. Bishop
Register of Wills of Queen Anne's County, Md.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On the fifteenth day of January, 1924, came Madison Brown and James T. Bright, subscribing witnesses to the aforegoing last Will and Testament of John Bishop, 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 their apprehension, of sound and disposing mind, memory and understanding; and that they

together subscribed their names, as witnesses to said Will, at his request in his presence and in the presence of each other.

Sworn in open court.
Test:

William T. Bishop
Register of Wills of Queen
Anne's County, Md.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On the fifteenth day of January, 1924, came Madison Brown and James T. Bright, subscribing witnesses to the aforegoing Codicil to the last Will and Testament of John Bishop, 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 Codicil; that they heard him publish, pronounce and declare the same to be a Codicil to his last Will and Testament, and that at the time of his so doing he was, to the best of their apprehension of sound and disposing mind, memory and understanding; and that they subscribed their names, as witnesses to said Codicil at his request, in his presence and in the presence of each other.

Sworn in open Court.
Test:

William T. Bishop
Register of Wills of Queen
Anne's County, Maryland.

Order of Court Admitting Will to Probate.

STATE OF MARYLAND, SCT:
IN THE ORPHANS' COURT.
FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, proporting to be the last Will and Testament of John Bishop, late of Queen Anne's County, deceased, together with a Codicil 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 having examined the said Instruments of Writing and also the evidence adduced as to their validity orders and decrees, this fifteenth day of January, A.D. 1924, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said John Bishop, deceased.

Seal's
Place.

W. Hopper Gibson
Chas. E. Cannon
John R. Benton.

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 John Bishop, with Codicil attached and probates thereto, as filed and passed in this office on January 15, 1924, and recorded in Liber W.T.B. No. 2, Folio 24 etc., 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 4th day of February, 1925.

Seal's
Place.

William T. Bishop
Register of Wills for Queen
Anne's County, Maryland.

Exhibit B.
Filed Feb. 5th, 1924.

THIS DEED, made this 28th. day of FebRuary, in the year nineteen hundred and twenty three, by Mary C. Bishop and Charles E. Bishop, her husband, of Queen Anne's County, in the State of Maryland.

Witnesseth: that for and in consideration of the sum of forty two hundred dollars the said Mary C. Bishop and Charles E. Bishop, her husbaNd, do hereby graNt aNd coNvey uNto John Bishop, of County and State aforesaid, his heirs and assigns in fee simple, All that lot, tract, parcel or part of a tract of land called or known as The Dr. Davidson Property, The Dr. Hopkins Property, The Chairs Property, situate, lying and being in or near Queenstown, in the fifth election district of Queen Anne's County, State of Maryland, fronting on the street or road as Avenue Second or Avenue No. 2, of the Mitchell lots, adjoiNing on the north the property of Mrs. Charles C. Wilson, and more particularly described as follows, to wit: Beginning for the same at a stone at inner edge of the sidewalk of Avenue No. 2 aforesaid, at a poiNt where the land hereby conveyed and the said lot of Mrs. C.C. Wilson corner, and running thence along the front of the property south forty five degrees west, one hundred and fifty five feet and three inches to a stone at the intersection of said avenue and the street running into said avenue from the Queenstown-Winchester Public road, thence south forty four degrees and forty five minutes east, one hundred and ninety seven feet and three inches to a stone or point; thence north sixty eight degrees and fifteen minutes east, one hundred and two feet and nine inches; thence north forty four degrees east, seventy four feet to the said Wilson lot, thence north forty five degrees and forty minutes west, two hundred and twenty six feet and ten inches to the place of beginning, and containing .8 acres

of land, more or less, according to a survey of said land made in Sept. 1912, by S. Chester Coursey; this being the same land granted and conveyed unto Mary C. Bishop by Jos. Lane Finley, and Emma R. Finley, by deed dated the 27th, day of April, 1920, and recorded among the land records for Queen Anne's County aforesaid in Liber J.F.R. #4, folio 385 etc., to which said deed and the references therein contained reference is hereby made for a more complete description of this property.

Together with the buildings and improvements thereon and all roads, rights, ways, waters, privileges, alleys and appurtenances thereunto belonging or in anywise appertaining.

And the said Mary C. Bishop and Charles E. Bishop, her husband, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

IN TESTIMONY whereof the said parties hereunto affix their names and seals the day and year first above written.

Mary C. Bishop. (SEAL)

Test: Charles F. Bishop.(SEAL)

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

I hereby certify that on this 23rd day of February, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of MarylaNd, in and for County aforesaid, personally appeared Mary C. Bishop and Charles E. Bishop, her husband, and did each acknowledge the aforegoing deed to be their respective act.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Notary Public Seal.

Washington Irving Tuttle.

Notary Public.

QueeN Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. #10, folio 430 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of February, in the year nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Entered by mistake
See folio 176

Order of Publication.
Filed Mar. 20th. 1925.

Charles E. Bishop et al vs. William T. Bishop et al.	}	In the Circuit Court for Queen Anne's County, in Equity. Cause # 2585.

The object of this suit is to procure a decree for the sale of certain land mentioned in said proceedings of which John Bishop, late of Queen Anne's County aforesaid, died seized and possessed, the said land being located in the Fifth Election District of Queen Anne's County aforesaid, and in Queenstown in said District and being known as the "Dr. Davidson Property".

The Bill alleges that the title to this land is vested in Mary Louisa Hammond, William T. Bishop, Clarence T. Bishop, Charles E. Bishop, Martha Rebecca Harley, Effie Elizabeth Bishop to the extent of an undivided one ninth interest in each of the aforesaid parties; to Risdon Bishop, Hydie Bishop and William Harris, Jr., each to the extent of an undivided one thirty sixth interest in said land; to Ralph Baynard, Jr., Risdon Baynard, each to the extent of a one seventy second interest; to S. Newton Smith, Mildred Thompson and James Smith to the extent of an undivided one twenty seventh interest in said land; and in William T. Bishop, Charles E. Bishop and Clarence T. Bishop, executors and the survivors or survivor of them in trust under Item No. 9 uNder the last will and testament and codicils of John Bishop, late of Queen Anne's County, deceased.

The Bill further states that the property is not susceptible of division without loss or injury among the parties to this suit in accordance with their respective interests therein and that the said George L. Harley, Hydie Bishop and Nellie H. Bishop are NoN residents of the State of Maryland.

It is thereupon this 20th. day of March, 1925 ordered by the Circuit Court for Queen Anne's County in Equity that the complainants by causing a copy of this order to be inserted in some newspaper published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of April, 1925, give notice to the said absent defendants of object and substance of this Bill warning them to appear in this court in person or by solicitor on or before the 10th day of May next, to show cause, if any they have why a decree ought not to be passed as prayed.

Filed March 20th. 1925. B. Hackett Turner, Clerk.

Subpoena for Respondent to appear
and answer.
Filed March 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

William T. Bishop aNd Florence Bishop.

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 March next, to answer the complaint of Charles E. Bishop & March C. Bishop, his wife, 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 first Monday of February, 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

A copy of the Subpoena was returned with the following endorsement on the back:
Summoned by reading same and copy left Feby. 19th, 1925.

T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

TO

Clarence T. Bishop and Ethel B. Bishop.

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, his wife, 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 first Monday of February, 1925.
Issued the 5th. day of February, in the year 1925.

B, Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

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

"Summoned by reading the within sums. to Clarence T. Bishop and copy left with each of them this 19th day of February, 1925.

T,F. Seward, Sheriff.

Subpoena. Filed March 20th.1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Effie Elizabeth Bishop

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, his wife, 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 first Monday of February 1925.
Issued the 5th. day of February, in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

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

"Summoned by reading the sums. to Effie Bishop and copy left "Feby. 19, 1925.

T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Mary Louise Hammond,
Edward F. Hammond,

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 Anne8s County, as a Court of Equity, at Centreville, in said County, on the first Monday of March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, 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 first Monday of Feby. 1925.
Issued the 5th day of Feby. in the year 1925.

B. Hackett Turner, Clerk.

Jas. T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:

"Summoned by reading the same to Mary L. Hammond and E.F. Hammond and copy left with each of them, Feb. 19th, 1925."

T.F. Seward, Sheriff.

Copy of Subpoena returned summoned.

Subpoena. Filed Mar. 20th, 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

To

Martha Rebecca Harley,
George L. Harley.

OF BALTIMORE CITY, 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 March, next, to answer the complaint of Chas. E. Bishop and MaRy C. Bishop, 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 first Monday of Feby. 1925.
Issued the 5th day of Feby. in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ was thus endorsed, to wit:

Summoned Martha Rebecca Harley and a copy of the Process left with the defendant.
NoN Est as to George L. Harley.

Fees $0.80 JohN E. Potee, Sheriff.

Subpoena. Filed Feb. 16th. 1925.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

S. NewtoN Smith,
HeleN Smith,

OF CAROLINE 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 March next, to answer the complaint of Charles E. Bishop and Mary C. Bishop 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 Feby, 1925.
Issued the 5th day of Feby. in the year 1925.

B. Hackett Turner, Clerk.

Jas. T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:

Summoned and copies left.
James Temple, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

Mildred ThompsoN & PhilemoN H. Thompson

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 March next, to ansWer the complaint of Charles E. Bishop & Mary C. Bishop, his wife, 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 first Monday of February, 1925.
Issued the 5th day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On The back of the aforegoing Writ of Subpoena was thus endorsed, to wit:

Summoned by reading the within sums. to Phil H. Thompson and Mildred Thompson and copy left Feby. 16th. 1925.
T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

James Smith

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop 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 first Monday of February, 1925.
Issued the 5th. day of February, in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

Solicitor for Complainants.

TO THE DEFENDANT: You are required tofile your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ was thus endorsed, to wit:

"Summoned by reading to James Smith and copy left".

Feb. 19th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND

TO

Hydie BisHop,

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 March next, to answer the complaint of Charles E. Bishop&Mary C. Bishop, 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 first Monday of February 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

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

"NoN Est",

T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

RisdoN Bishop

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, 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 first MoNday of February, 1925.
Issued the 5th. day of February, in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle.

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ was thus endorsed, to wit:

Summoned by reading the within summons to Risdon Bishop and copy left Feby. 16th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed Feb. 28th. 1925.

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO

THE STATE OF MARYLAND

ANnie Mae Sewell & Ira Sewell,

OF TALBOT 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 March next, to answer the complaint of Charles E. Bishop & Mary C, Bishop, 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 first Monday of February, 1925.

Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ was thus endorsed, to wit:

Summoned Ira Sewell and copy left.

W.W. Hopkins,
Sheriff of Talbot Co.

Subpoena. Filed Mar. 29th. 1925.

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Charles Dodd

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, 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 first Monday of February, 1925.

Issued the 5th day of February, in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle
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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the foregoing Writ was thus endorsed, to wit:

Summoned by reading the same to Charles Dodd and copy left with him.
Feb. 19th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

James Dodd, INfaNt.

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 March next, to answer the complaint of Charles E. Bishop & Mary C, Bishop, 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 first Monday of February 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle.

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the foregoing Writ was thus endorsed, to wit:
Summoned by reading same to James Dodd, Infant, and copy left with father. Feby. 19th. 1925.
T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO FraNces Dodd

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop 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 first Monday of February, 1925.
Issued the 5th day of February, in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle.

Solicitor for Complainants.

TO THE DEFENDANT: You are hequired to file your aNswer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:
Summoned by reading the same and copy left with Frances Dodd. Feby. 19th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Helen Dodd, Infant.

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 March next, to answer the complaint of Charles E. Bishop and Mary C. Bishop, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.
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 first Monday of February, 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:
Summoned by reading the within to Helen Dodd, Infant, and copy left with Father. Feby. 17th. 1925.
T.F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY _TO WIT:

To THE STATE OF MARYLAND

Henry Dodd, Infant.

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 March next, to answer the complaint of Charles E. Bishop and Mary C. Bishop 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 first Monday of February 1925.
Issued the 5th. day of February, in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the return Day.

B. Hackett Turner, Clerk.

On the back of the foregoing Writ of Subpoena was thus endorsed, to wit:
"Summoned by reading the within summons to Henry Dodd, and copy left with Father. Feby. 17th. 1925.

T. F. Seward, Sheriff.

Subpoena. Filed Mar. 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

TO

Rebecca Dodd, INfaNt.

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, 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 first Monday of February 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle.

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 March, next, being the return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:

Summoned by reading the within to Rebecca Dodd and copy left with the Father, Feby. 17th, 1925.

T.F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Ewell Dodd, Infant.

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 March next, to answer the complaint of Charles E,Bishop & Mary C. Bishop, 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 first Monday of February, 1925.
Issued the 5th. day of February in the year 1925.

B . Hackett Turner.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ was thus endorsed, to wit:

Summoned by reading the same to Ewell Dodd, and copy left with Father, Feby. 19th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

RolaNd Dodd, Infant.

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop 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 first Monday of February 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:

Summoned by reading the same to Roland Dodd and copy left with Father, Feby. 19th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

Norris Dodd, Infant.

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop 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 first Monday of February 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 fifteenndays of the first Monday of March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:
Summoned by reading the same to Norris Dodd aNd copy left with Father. Feb. 19th. 1925.

T. F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

William Harris, Jr. INfant.

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 Anne8s County, as a Court of Equity, at Centreville, in said County, on the first Monday of March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop 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 first Monday of February, 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March, next, being the Return Day.

B. Hackett Turner, Clerk.

On tHe back of the aforegoing Subpoena was thus endorsed, to wit:
Summoned by reading the within summons to William Harris, Jr., Infant, and copy left with the Father, Feby. 17th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

Seal's Place. QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO

Ralph BayNard, Jr., INfaNt.

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop 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 first Monday of February 1925.
Issued the 5th. day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle

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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:

Summoned by reading the same to Ralph Baynard, Jr., and copy left with the Father, Feby. 16th. 1925.

T.F. Seward, Sheriff.

Subpoena. Filed March 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

RisdoN Baynard, Infant.

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 March next, to answer the complaint of Charles E. Bishop & Mary C. Bishop, 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 first Monday of February 1925.
Issued the 5th. day of February, In the year 1925.

B. Hackett Turner, Clerk.

James T. Earle
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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:
Summoned by reading the within summons to Risdon Baynard, and copy left with the Father, Feby. 16th. 1925.

T.F. Seward, Sheriffl

Subpoena. Filed March 20th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND.

TO

William T. Bishop, ClareNce T. Bishop, and Charles E. Bishop, Executors and Trustees of the will of John Bishop, late of Queen Anne's Co. State of Maryland, 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 first Monday of March next, to answer the complaint of Charles E. Bishop and Mary C. Bishop 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 first Monday of February 1925.
Issued the 5th day of February in the year 1925.

B. Hackett Turner, Clerk.

James T. Earle
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 March next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Writ of Subpoena was thus endorsed, to wit:
Summoned by reading the within to the Executors and copy of Writ left with Wm. T. Bishop, Feby. 17th, 1925.

T. F. Seward, Sheriff.

Certificate of Publication of
Order of Publication.
Filed March 20th. 1925.

ORDER OF PUBLICATION.

Charles E. Bishop and Mary C. Bishop, his wife,
vs.
William T. Bishop, et al.
In the
Circuit Court for Queen Anne's County, In Equity,

The object of this suit is to procure a decree for the sale of certain land mentioned in said proceedings of which John Bishop, late of Queen Anne's County aforesaid, died, seized and possessed, the said land being located in the Fifth Election District of County and State aforesaid in Queenstown and being known as Dr. Davidson Property in said town.

The Bill alleges that the title to this land is vested in Mary Louisa Hammond, William T. Bishop, Charles E. Bishop, Clarence T. Bishop, Martha Rebecca Harley, Effie Elizabeth Bishop, to the extent of an undivided one ninth interest in each of the aforesaid parties; to Risdon Bishop, Hydie Bishop and William Harris, Jr., each to the extent of an undivided one thirty-sixth interest in said land; to Ralph Baynard, Jr., and Risdon Baynard each to the extent of a one seventy-second interest; to S. NewtoN Smith, Mildred Thompson and James Smith to the extent of an undivided one twenty-seventh interest in said land; and in William T. Bishop, Charles E. Bishop and Clarence T. Bishop, executors, and the survivors or the survivors of them, in trust under Item No. 9 uNder the last will and testament and codicil of John Bishop, late of Queen Anne's County, deceased.

The Bill further states that the property is not susceptible of division without loss or injury among the parties to this suit in accordance with their respective interests therein and that the said George L. Harley is a non-resident of the State of Maryland.

It is thereupon this fifth day of February, A.D. 1925, ordered by the Circuit Court for Queen Anne's County, in Equity, that the co-plaintants by causing a copy of this order to be inserted in some newspaper published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 10th day of March, 1925, give notice to the said absent defendant of the object and substance of this Bill, warning him to appear in this Court in person or by solicitor, on or before the 28th day of March, next, to show cause, if any he has why a decree ought not to be passed as prayed.

Filed February 5th. 1925.
B. HACKETT TURNER Clerk.
True Copy-Test:
B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. March 20th.1925.

The Centreville Observer Publishing Co., hereby certifies that the Order of Publication in the case of Chas. E. Bishop et al. vs. William T. Bishop 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 six successive weeks before the 10th day of March, in the year 1925.

The Centreville Observer Publishing Co.
By Bertha G. Durney.

Petition to Amend Bill and add to same Nellie H. Bishop, aNd
Order of Court.
Filed March 20th. 1925.

Charles E. Bishop et al vs. William T. Bishop et al.	In the Circuit Court for Queen Anne's County, in Equity: Cause 2585.

The petition of Charles E. Bishop and Mary C. Bishop, by James T. Earle, their attorney, to your Honors respectfully sets forth:

That in original Bill of Complaint filed in this Cause on the 25th. day of February, 1925, Hydie Bishop, a party defendant is described in said Bill as a resident of the State of Maryland, whereas the said Hydie Bishop is a non-resident of said State of Maryland and does reside in State of North CaroliNa; aNd whereas, your petitioners are advised that the said Hydie Bishop is intermarried with one Nellie H. Bishop who resides with her said husband Hydie Bishop in State of North CaroliNa, aNd whom your petitioNers are advised is a proper party to these proceedings; and your petitioners are advised and so state that both Hydie Bishop and Nellie H. Bishop, his wife are adults aNd above the age of twenty one years.

Your Petitioners therefore pray:

That paragraph No. 7 of the Bill of ComplaiNt filed as aforesaid be corrected so as to read that Hydie Bishop is a resideNt of North Carolina.

That Nellie H. Bishop, wife of Hydie Bishop be made a party defendant to this cause and resides with her husband in State of North Carolina.

That Hydie Bishop and Nellie H. Bishop are both above the age of twenty one years.

Respectfully submitted,

James T. Earle
Solicitor for Petitioners.

Ordered this 20th day of March, in the year nineteen hundred and twenty five by the Circuit Court for Queen Anne's County in Equity and by the authority thereof that the Bill of Complaint filed in these proceedings be corrected as prayed and that Nellie H. Bishop be made a party defeNdant along with her husband, Hydie Bishop; and that the usual order of publication issue as against the said Hydie Bishop and Nellie H. Bishop.

Thomas J. KeatiNg.

Order of PublicatioN.
(To Lie in Court).
Filed March 20th. 1925.

Charles E. Bishop et al
vs.
William T. Bishop et al.

In the Circuit Court for Queen Anne's County,
In Equity. Cause #2585.

The object of this suit is to procure a decree for the sale of certain land mentioned in said proceedings of which John Bishop, late of Queen Anne's County aforesaid, died seized and possessed, the said land being located in the Fifth Election District of Queen Anne's County aforesaid and in Queenstown in said District and being known as the "Dr. Davidson Property".

The Bill alleges that the title to this land is vested in Mary Louisa Hammond, William T. Bishop, Clarence T. Bishop, Charles E. Bishop, Martha Rebecca Harley, Effie Elizabeth Bishop, to the extent of an undivided one ninth interest in each of the aforesaid parties; to Risdon Bishop, Hydie Bishop and William Harris, Jr., each to the extent of an undivided one thirty sixth interest in said land; to Ralph Baynard, Jr., Risdon Baynard, each to the extent of a one seventy second interest; to S. NewtoN Smith, Mildred Thompson and James Smith to the extent of an undivided one twenty seventh interest in said land; and in William T. Bishop, Charles E. Bishop and Clarence T. Bishop, executors and the survivors or survivor of them in trust under Item No. 9 uNder the last will aNd testament and codicils of John Bishop, late of Queen Anne's County, deceased.

The Bill further states that the property is not susceptible of division without loss or injury among the parties to this suit in accordance with their respective interest therein and that the said George L. Harley, Hydie Bishop and Nellie H. Bishop are Non residents of the State of Maryland.

It is thereupon, this 20th day of March, 1925, ordered by the Circuit Court for Queen Anne's County in equity that the complainants by causing a copy of this order to be inserted in some newspaper published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 23rd day of April 1925, give notice to the said absent defendants of object and substance of this Bill warning them to appear in this court in person or by solicitor on or before the 10th day of May next, to show cause, if any they have why a decree ought not to be passed as prayed.

Filed March 20th. 1925. B. Hackett Turner, Clerk.

Petition and Affidavit for
Appointment of Guardian ad Litem.
Order of Court thereon.
Filed March 23rd. 1925.

Charles E. Bishop et al
vs.
William T. Bishop et al.

In the Circuit Court for Queen Anne's County, In Equity.
Cause 2585.

To the Honorable, the Judges of said Court;

Your complainants petitioning say:

That the process of this court in this cause against James Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, Norris Dodd, William Harris, Jr., Ralph Baynard, Jr., Risdon Baynard, infants has been duly returned served on said infants as will appear from said writs.

Your orator therefore prays that a Guardian ad Litem who has no interest except to protect the rights of the said infants may be appointed to appear, answer and defend the suit for said infants.

And as in duty bound &c.,

Chas. E. Bishop.

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

I hereby certify that on this 23 day of March, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles E. Bishop and made oath in due form of law that the matters and facts stated in the aforegoing petition are true and bona fide as stated.

Notary Public Seal.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day aNd year first above written.

Washington Irving Tuttle.

Ordered this 23rd day of March iN the year nineteen hundred and twenty five by the Circuit Court for Queen Anne's County in Equity, upon the aforegoing petition and affidavit that W, Raymond Horney be and he is hereby appointed Guardian ad Litem to appear and answer for James Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, Norris Dodd, William Harris, Jr., aNd Ralph Baynard, Jr., infant defendants in the above cause.

Thomas J. Keating.

Decree Pro Confesso.
Filed April 1st. 1925.

Charles E. Bishop et al	}	In the Circuit Court for Queen Anne's County, in equity.
vs.		
William T. Bishop et al.	}	Cause #2585.

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in The Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, as prescribed by said Order and the Defendant George L. Harley Having failed to appear, either in person or by solicitor, and answer the Bill of Complaint therein filed against him.

It is thereupon, this 20th day of April, 1925, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the said Bill of Complaint be and the same is hereby taken pro confesso against said non resident defendant, Geo. L. Harley.

And it is further ordered that depositions be taken before one of the standing examiners of this Court, in support of the allegation in the Bill.

Thomas J. Keating.

Answer of Ira C. Sewell.
Filed April 20th. 1925.

Charles E. Bishop et al	}	In the Circuit Court for Queen Anne's County, in Equity.
vs.		
W.T. Bishop et al	}	#2585.

To the Honorable, the Judges of said Court:

The answer of Ira C. Sewell to the Bill of Complaint in above cause exhibited against him by Richard T. Earle, his attorney, respectfully shows:

That he admits the matters and facts set forth in the Bill of Complaint filed against him and others in the above entitled cause and consents to the passage of such decree as may be right and proper in the premises.

Richard T. Earle
Solicitor for Ira C. Sewell.

Filed April 20th. 1925.

Answer of Anna Mae Sewell.
Filed April 20th. 1925.

Charles E. Bishop et al	}	Inthe Circuit Court for Queen Anne's County, In Equity.
vs		
William T. Bishop	}	Cause #2585.

To the Honorable, tHe Judges of said Court;

The answer of Annie Mae Sewell to the Bill of Complaint filed in the above entitled cause, respectfully shows:

That she admits the matters and facts set forth in the Bill of Complaint filed against her and others in the above entitled cause and consents to the passage of such decree as may be right and proper in the premises.

Anna Mae Sewell.

Test: A.J. Dean.

Order from Anna Mae Sewell and
Ira Sewell to R.T. Earle to
enter appearance &c.,
Filed April 20th. 1925.

To
R.T. Earle,
Attorney at Law,
Centreville, Md.

We do hereby authorize you to appear for us in the case of Charles E. Bishop et al. vs. W.T. Bishop et al., being #2585 on the Chancery Docket, of the Circuit Court for Queen Anne8s County, Maryland, and to file the necessary legal papers to bring this matter to a conclusion.

A.M.S. Anna Mae Sewell.
I.S. Ira C. Sewell.

Test: A.J. Dean.

Filed Apr. 20th. 1925.

Answer of Wm. R. Horney, Guardian
ad Litem for infant defendants.
Filed April 20th. 1925.

Charles E. Bishop et al
vs.
William T. Bishop et al.

In the Circuit Court for Queen
Anne's County, in Equity.
Cause #2585.

To the Honorable, tHe Judges of said Court:

The answer of William R. Horney, Guardian ad Litem for James Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, Norris Dodd, William Harris, Jr., RalpH BayNard, Jr., aNd RisdoN BisHop, iNfants in the above entitled cause to your Honors respectfully shows:

That your Guardian ad Litem representing the above entitled infants who are defendants to this cause, neither admits or denies the matters and facts stated in the bill of complaint filed against them and respectfully submits his rights as their representative to such order or decree as may be passed by this Honorable Court and may be rigHt and proper in the premises.

William R. Horney
Guardian ad Litem for above
named infant defendants....

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 five, before me, the subscriber, the Clerk of the Circuit Court for County and State aforesaid, personally appeared William R. Horney and made oath in due form of law that the matters and facts stated in the aforegoing answer filed by him as guardian ad litem for the infant defendants it true to the best of his knowledge and belief.

Filed Apr. 20tH. 1925.

B. Hackett Turner, Clerk.

Answer of Hydie and Nellie BisHop.
Filed May 20th. 1925.

Charles E. Bishop et al
vs.
William T. BisHop et al.

IN tHe Circuit Court for
QueeN ANNe's County, in
Equity.
Cause #2585.

To tHe Honorable, the Judges of said Court:

The answer of Hydie BisHop and Nellie H. BisHop, his wife to the Bill of ComplaiNt iN the above entitled cause, respectfully shows:
That they admit the matters and facts set forth in the Bill of Complaint filed against them and others in the above cause and consent to the passage of such decree as may be right and proper in the premises.

Hydie BisHop.
Nellie H. BisHop.

C,Y, BaNning.
Witness.

Order from Hydie BisHop and
Nellie Bishop to R.T. Earle
to appear &c.
Filed April 20th. 1925.

To R.T. Earle,
Attorney at Law,
Centreville, Md.

We do hereby authorize you to appear for us in the case of Charles E. Bishop et al vs. W.T. Bishop et al being #2585 on the Chancery Docket of the Circuit Court for Queen Anne's County, Maryland, and to file the necessary legal papers to bring this matter to a conclusion.

Hydie Bishop.
Nellie H. Bishop.

C.Y. BaNning
Witness.

Answer of William T. Bishop and
Florence Bishop et al.
Order to R.T. Earle to enter
appearance &c.
Filed April 20th. 1925.

Charles E. Bishop et al vs. William T. Bishop et al.	/	In the Circuit Court for Queen Anne's County, in Equity. Cause #2585.

To the Honorable, the Judges of said Court:

The answers of William T. Bishop, Florence Bishop, his wife, Clarence T. Bishop and Ethel B. Bishop, his wife, Effie Elizabeth Bishop, Mary Louisa Hammond and Edward F. Hammond, her husband, Martha Rebecca Harley, S. Newton Smith and Helen Smith, his wife, Mildred Thompson, and Philemon H. Thompson, her husband, James Smith, Risdon Bishop, Charles Dodd, Frances Dodd, adult defendants, by Richard T. Earle, their solicitor respectfully shows:

That they admit the matters and facts as set forth in Bill of Complaint filed in this cause and consent to the passage of such decree as may be right and proper in the premises.

Richard T. Earle.

Charles E. Bishop et al vs. William T. Bishop et al.	# # # # #	In the Circuit Court for Queen Anne's County, In Equity.

To
Richard T. Earle, Esq.,
Attorney at Law, Centreville, Md.

We and each of us do hereby authorize you to enter your appearance for us and to file such answer and conduct such proceedings as may be requisite to bring about a sale and settlement of the above entitled cause.

Edwin F. Hammond.
Effie E. Bishop.
Wm. T. Bishop.
Florence Bishop.
Mildred S. Thompson.
Philemon H. Thompson.
Risdon Bishop.

Martha Rebecca Harley
Samuel NewtoN Smith.
Helen Fleming Smith.
James T. Smith.
Charles Dodd.
Ethel M. Bishop.
C.T. Bishop.
Frances Dodd.
Mary L. Hammond.

Filed Apr. 20th. 1925.

Answer of C.E. Bishop,
W.T. Bishop and C.T. Bishop,
Executors and trustees.

Charles E. Bishop et al vs. William T. Bishop et al.	# # #	In the Circuit Court for Queen Anne's County, In Equity. Cause # 2585.

To the Honorable, the Judges of said Court:

The answer of Charles E. Bishop, William T. Bishop and Clarence T. Bishop, Executors of the Last Will and Testament of John Bishop, late of Queen Anne's County, deceased, and Trustees

named in said last will and testament, to the Bill of Complaint filed in the above cause against them et al. exhibited:

That they admit the matters and facts set forth in the Bill of Complaint filed in this cause and consent to the passage of such a decree as may be right and proper in the premises.

Charles E. Bishop.

W.T. Bishop.

Executors of the last will and Testament of John Bishop, and trustees under said will.

Testimony.
Filed Apr. 28th. 1925.

Charles E. Bishop et al. # In the Circuit Court for Queen
vs. # Anne's County, in Equity.
William T. Bishop et al. #

To the Honorable, the Judges of said Court:

The above entitled Cause being at issue and the subscriber, one of the regular examiners of this Honorable Court, having been notified by the Plaintiff of their desire to take testimony in said Cause, and after giving due notice to those entitled thereto, of the time, place, of the taking of such testimony as might be produced, the Court having passed a decree pro confesso as against George L. Harley, did attend at the office of Earle & Earle, in Centreville, Maryland, at the hour of eleven o'clock A.M. on the 21st day of April, 1925, and in the presence of James T. Earle, attorney for the Plaintiffs and Richard T. Earle attorney for the defendants and W, Raymond Horney, Esq., Guardian ad Litem for infant defendants, 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 deposeth and saith:

State your name, age, residence and occupation.

John Louis Rhodes, 64 years old, Queenstown, Maryland, retired farmer and banker.

Do you know the parties to this suit?
Yes, I know most of them. I do not know Helen Smith, Mildred Thompson, William Harris, Jr. Ralph Baynard, Jr., and Risdon Baynard but with these exceptions I know them all.

Do you know the property wherein Charles E. Bishop resides?
Yes, I know the property well. Have seen it many times eacH year for past twenty five years. I knew it when it was first built.

Do you know who owns it?
Yes, I know that it is now a part of the estate of John Bishop, late of Queen Anne's County.

Do you know when John Bishop died, and if he died leaving a last will and testament?
Yes, he died the latter part of the year 1923 and he left a last will and testament.

Do you know how the property now occupied was disposedof in the last will and testament of John Bishop?
I have never read the will of John Bishop. I have always heard that the property was to be equally divided among the children. This I do not know however.

Is the property now occupied by Charles E. Bishop susceptible of division among the children without loss and injury, and if not state your reasons.
The property is a town property whose chief value is the improvement erected thereon. The improvements could not be divided among so many as there would not be room to go around in the crowd of children. It cannot be divided in kind without loss and injury and it would seem to me that the best and most advantageous way to divide this property would be to sell thesame and divide the money.

What in your opinion is fair value for this place? You state that you know it well. You own town property, I believe. Now taking into consideration the consideration of this place what is a fair value for same.
I think that due to its condition, it badly needing repairs, a price of $3,500.00 would be a very fair value and I do not think that if sold at public sale it would bring any more.

Examiners Special:
I do not.

John L. Rhodes.

Harry D. Shawn, the next witness of lawful age produced on the part of the Plaintiff deposeth and saith; after being duly sworn and examined.

State your name, age, residence and occupation.
Harry D. Shawn, 57, near Queenstown, farmer.

Do you know the parties to this suit? If yea, how many of them?
Yes, I know all of them.

Did you know John Bishop during his life time?
Yes. I knew him as well as though he was my father.

What relation, if any, was John Bishop to the parties to this suit?
He was the father of the older parties to suit and grandfather to the younger ones.

Do you know whether John Bishop died seized and possessed of any real estate, and if so describe same.
Yes, he left two properties in Queenstown; one now occupied by C.E. Bishop, other by Miss Effie Bishop.

Do you know whether John Bishop, late of Queen Anne's County, deceased, died intestate, or did he leave a last will and testament.
Yes, he left a will.

Do you know the property now occupied by Charles E. Bishop?
Describe same with reference to its condition, location and your opinion as to its worth.
I know the property; its condition is not of the best; needs considerable repair; in Queenstown, it is located, and is worth about $3,000.00 or at most $3,500.00.

Do you think that the property above mentioned which is now occupied by Charles E. Bishop and of which John Bishop died seized and possessed can be advantageously divided among his children and grandchildren as you understand the will left by John Bishop. If not, why not?

The property cannot be equally divided because it is too small and not susceptible of divisions in equal parts among all the parties in interest. It is too small in acreage. Only a town lot with one dwelling on it.

Do you think that it will be to advantage of all parties in interest to have the land sold and proceeds of sale divided among the parties in interest under the order of the Circuit Court? Is so, state fully your reasons.
Yes, it will be to advantage of all parties to sell and divide the money as this can be equally done under order of court and it is impossible to divide land so that all would share equally.

Is the land susceptible of equal division among the parties in interest without loss or injury to any distributee?
No, the land cannot be divided according to so many interests as represented by the will of John Bishop as some would not get an equal distribution with some other.

I now hand you a certified copy of the will of John Bishop directing to your special attention paragraphs #6-9, and I now ask you to identify the parties who might have an interest in the property now occupied by Charles E. Bishop and to state their relation to the testator John Bishop.

The parties whose names appear as possible distributees under the paragraphs in will mentioned are either children or grandchildren of the original testator, John Bishop, and they take sundry interests as indicated by the will. Some of the parties take one ninth in fee simple as I understand and some of them have their interest held by the executors acting as trustees, the last named being minors. I therefore think that it will be far better to have the land sold because it will depreciate in value for lack of repair and attention and sold now the proceeds of sale can be invested and the money paid over when the minors reach maturity.

Examiners Special:
I do not know.

Harry D. Shawn.

The next witness, William W. Rhodes produced on the part of the Plaintiff after being duly sworn deposeth and saith,

State your name, age, residence and occupation.
My name is William W. Rhodes, 37, Centreville, Md., and I am an officer in the Queen Anne's National Bank of Centreville, Md.

Do you know the parties to this suit?
Yes, I believe that I know most, if not all of them. I have spent most of my life in or near Queenstown where most of the parties live. I know all of the parties except G.L. Harley, Ira Sewell, Helen Smith, and some of the minors but I know who they are and what relation they each are to the other and to Mr. John Bishop who is dead.

Did you know John Bishop during his life time? What relation were the parties to this suit to him, please state, if you can by name.

I knew Mr. John Bishop very well during his life time. He died the later part of the year 1923 at his home in Queenstown, Mr. Messrs. W.T. Bishop, C.T. Bishop and C.E. Bishop are his sons and their wives are Mrs. Florence Bishop, Ethel B. Bishop and Mary C. Bishop.

Mrs. Edward F. Hammond who married Edward F. Hammond is a daughter of John Bishop as is also Mrs. Martha Rebecca Harley, the wife of George L. Harley. Miss Effie Bishop is a daughter of John Bishop. Newton S. Smith, husband of Helen Smith is the grandson of John Bishop as is also Mildred Thompson, the wife of P.H. Thompson, the granddaughter of Mr. Bishop. James Smith is a grandson of Mr. John Bishop. Risdon Bishop, Hydie Bishop, Anna Mae Sewell and children of Mr. Risdon Bishop, a deceased son of Mr. John Bishop therefore grandchild of John Bishop. Charles Dodd, James Dodd, Frances Dodd, Helen Dodd, Rebecca Dodd, Henry Dodd, Ewell Dodd, Roland Dodd, Norris Dodd are grandchildren of John Bishop, their mother having married Henry Dodd and she is dead. William Harris, Jr., is the son of a grandchild, daughter of Risdon Bishop. Ralph Baynard and Risdon Baynard are great grandchildren, the daughter of Risdon Bishop, a deceased son of John Bishop.

Do you know whether John Bishop died seized and possessed of any real estate and if so describe same.
Yes, he left two properties in Queenstown; the home in which Miss Effie Bishop lives which is on the main street of the town and the other property now occupied by Charles E. Bishop which property is near the Episcopal Rectory, in that town.

Do you know the property that is occupied by Charles E. Bishop sufficiently well to describe same.
I think that I do. It is a frame dwelling, located on a corner lot, the house that was formerly owned by Dr. Charles Davidson and it has a frame stable and some small outbuildings and in my opinion is worth not over $3,500.00.

Do you think that the property now occupied by Charles E. Bishop can be advantageously divided among the parties to this suit and if not, why not?
I do not think it can be advantageously divided because it is too small a lot, only one house and there are too many parties to this suit to make such a division advantageous and I think that the best way to divide would be to sell same and the money arising from that sale to be divided in accordance with the interest that each child, grandchild and great grandchild might represent as determined by the court.

What do you know about the condition of the property that is occupied by Charles E. Bishop? Is it in first class repair and condition?

I do not know minutely but I can safely say that it badly needs paint to preserve it; that there is always more or less repair to an old frame dwelling and the outbuildings are not in any too good condition..

What would you consider a fair price for the property on reasonable terms of cash and credit?
I think that from $3000.00 to $3500.00 would be a very fair price; in fact considering the condition of the property the last figure might be a little high.

Do you think then that it would be more advantageous to sell the property as it is not susceptible without loss and injury and to hold same indefinitely waiting for some of the great grandchildren to reach maturity?
I certainly do.

Examiner's Special.
I do not.

Wm. W. Rhodes.

There being no further witnesses to be examined, and niehter party desiring further time for the production of evidence your examiner herewith respectfully makes his return, together with Exhibit A and Exhibit B and certifies that he was engaged as such examiner for a period of two days and examined three witnesses making cost chargeable to the Plaintiff as follows:

Charles E. Tucker, Examiner,	$8.00	
John L. Rhodes, witness,	.75	
Harry D. Shawn, "	.75	
W.W. Rhodes, "	.75	$10.25

Respectfully submitted,

Chas. E. Tucker,
Examiner.

"DECREE".
Filed May 25th. 1925.

Charles E. Bishop et al # In the Circuit Court for
vs. # Queen Anne's County, in Equity.
William T. Bishop et al. #

The above cause standing ready for hearing and being submitted without argument, the Bill and all the other proceedings therein having been read and considered.

It is thereupon this 25th day of May, in the year nineteen hundred and twenty five by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, ADJUDGED, ORDERED AND DECREED that the real property now occupied by Charles E. Bishop as a home in Queenstown, Fifth Election District of Queen Anne's County aforesaid, which said property is mentioned particularly in these proceedings be sold, that James T. Earle and Richard T. Earle of County and State aforesaid be appointed Trustee to make said sale and that the course and manner of these proceedings shall be as follows: first shall 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 said Clerk, in the penalty of four thousand dollars, if corporate, and eight thousand dollars, if personal 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 sale, if public, by giving atleast three weeks' notice by advertisement inserted in such newspaper or newspapers as they shall think proper, of the time, place, manner and terms of sale which shall be one third of the purchase money cash on day of sale and the balance thereof in equal installments of six and twelve months each from the day of sale, the deferred payments, if any, to bear interest from the day of sale and to be secured to the satisfaction of the trustee, or all cash on day of sale at the option of the purchaser or purchasers; if sold at private sale the selling price to be not less than the sum of One thousand dollars and the same terms of cash and credit to apply as in case of public sale; and as soon as may be convenient after such sale, whether public or private, the said trustee 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, Complainants and Defendants, and those claiming by, from or under them, or either of them. And the said Trustee, shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged trust.

Thomas J. Keating.

Exhibit C.
Filed May 25th. 1925.

Queenstown, Maryland.
May 18th. 1925.

TO WHOM IT MAY CONCERN:

This is to certify that I am familiar with the Charles E. Bishop property in this place and that I am familiar with its physical condition. I am a land owner in Queenstown and as such am familiar with land values there and I consider the sum of $3,500.00 to be a fair price for the property if sold, either at public auction or private sale.

S,E.W. Friel.

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

I hereby certify that on this 19 day of May, 1925, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared S.E.W. Friel and made oath in due form of law that the matters and facts stated above are true to the best of his knowledge and belief.

Notary Public Seal.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Washington Irving Tuttle.

Exhibit D.
Filed May 25th. 1925.

Queenstown, Maryland.
May 18th. 1925.

TO WHOM IT MAY CONCERN:

This is to certify that I am familiar with the Charles E. Bishop property iN this place and that I am familiar with its physical condition. I am a land owner in Queenstown and as such am familiar with land values there and I consider the sum

of $3,500.00 to be a fair price for the property if sold, either at public auction or private sale.

James E. Thompson.

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

I hereby certify that on this 19 day of May, 1925, before me the subscriber, a Notary Public of the State of MarylaNd iN and for Queen Anne's County aforesaid, personally appeared James E. Thompson and made oath in due form of law that the matters and facts stated above are true to the best of his knowledge and belief.

Notary Public Seal.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Washington Irving Tuttle

Certified Copy of BoNd.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 25th. day of May, in the year ninsteen hundred and twenty five, the following Bond was filed for record, to wit;

KNOW ALL MEN BY THESE PRESENTS , that we, James T. Earle and Richard T. Earle, both of Queen Anne's County, in the State of Maryland, as principals and Columbia Casualty Company, a body corporate, incorporated under laws of State of NewyYork as surety, 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 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 executors, administrators, successors and assigns, jointly and severally firmly by these presents. Sealed with our seals and dated this 25th. day of May, A.D. 1925.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County in Equity, bearing date the 25th. day of May, 1925, and passed in a cause in said court wherein Charles E. Bishop et al are complainants and William T. Bishop et al are respondents, the above bounden James T. Earle and Richard T. Earle have been appointed trustees to make sale of certain real estate in said proceedings mentioned and described which cause bears the number of 2585.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bouNden James T. Earle and Richard T. Earle do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order which may be passed 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 presence of: J.H.C. Legg.

Seal's Place.

James T. Earle (SEAL)
Richard T. Earle (SEAL)

Columbia Casualty Company,
By James T. Earle.
Attorney in fact,

And on the back of the aforegoing Bond was thus endorsed, to wit: Security approved and Bond filed May 25th. 1925.

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. 156 etc., a BoNd Record Book for QueeN ANNe's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court this 25th. day of May, in the year 1925.

B. Hackett Turner, Clerk.

Trustee's Report of Sale.
Filed June 12th. 1925.

Charles E. Bishop et al
vs.
William T. Bishop.

# # # # #

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

To the Honorable, the Judges of said Court:

The Report of James T. Earle and Richard T. Earle, trustees appointed by a decree in the above entitled cause to make sale of certain real estate mentioned in the said proceedings respectfully shows:

That after giving bond with security duly approved by the Clerk of this Court for the faithful performance of their trust your trustees did, in pursuance of said decree and by the authority thereof, sell the real estate mentioned known and described as the Charles E.

Bishop Home Property in Queenstown, Maryland, at private sale for the sum of thirty five hundred dollars. Your trustees report that the said Charles E. Bishop has made a satisfactory settlement, giving unto your Trustees one thousand dollars and agreeing to pay the balance with interest when the sale be finally ratified.

All of which is respectfully submitted,

James T. Earle

Richard T. Earle.

Trustees.

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

I hereby certify that on this 12th. day of June, 1925, before me, the subscriber, the Clerk of the Circuit Court for County and State aforesaid, personally appeared James T. Earle and Richard T. Earle, trustees, and made oath in due form of law that the matters and facts reported in the aforegoing report are true as stated and that the sale therein reported was fairly made,

B. Hackett Turner,
Clerk of Circuit Court for
Queen Anne's County, Maryland.

NISI.

Charles E. Bishop et al. / IN THE CIRCUIT COURT
vs. / FOR QUEEN ANNE'S COUNTY
William T. Bishop et al. / IN EQUITY.
/ CHANCERY NO.

ORDERED, This 12th day of June, A.D. 1925, that the sale of the real estate made and reported in this cause by James T. Earle and Richard T. Earle, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of July next.

The Report states the amount of sales to be $3500.00

Filed June 12th. 1925. B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement Order Nisi.-
Filed Aug. 1st. 1925.

NISI.
Charles E. Bishop et al.
vs.
William T. Bishop et al.,
IN the Circuit Court for Queen Anne's County, In Equity; Chancery No. 2585.

ORDERED, This 12th day of JuNe, A.D. 1925, that the sale of real estate made and reported in this cause by James T. Earle and Richard T. Earle, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 14th day of July next.

The Report states the amount of sales to be $3500.00.

B. Hackett Turner, Clerk.
True Copy-Test:
B. Hackett Turner, Clerk.
Filed June 12th. 1925.

THE CENTREVILLE OBSERVER.

CenTreville, Md., Aug. 1, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Nisi iN the case of Bishop vs. Bishop, ChaNcery No. 2585, 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 14th day of July, in the year 1925.

The Centreville Observer Publishing Co.
By Bertha G. Durney.

Filed Aug. 1st. 1925.

Order of Court Ratifying Sale.
Filed Aug. 19th. 1925.

Ordered, this 19th. day of August, 1925, by the Circuit Court for Queen Anne's County, in Equity that the herein reported sale be and the same is hereby ratified and confirmed, no cause appearing to the contrary, although the usual Order Nisi has been issued, and the Trustees are allowed the usual commissions and all expenses not personal, for which they may produce vouchers to the auditor.

Filed Aug. 19th. 1925. Thomas J. Keating.

Report and Account of the Auditor.
Filed Oct. 2nd. 1925.

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

Charles E. Bishop, et al.,	Chancery
versus	Docket,
William T. Bishop, et al.,	Cause No. 2585.

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 the auditor has charGed the trustees of the cause with the gross amount of the sale reported by them, and he has then allowed the trustees thereout their commissions for making the sale, per rule of Court, the Court costs, the cost of advertising the Order of Publication an d the several orders nisi of the cause, per their receipt accounts for same, the cost of their bond, per account forsame and the fee of the Auditor.

The balance then remaining is the amount for distribution among the parties of the cause owning the land at the time of the sale.

That by the sixth item of the will of John Bishop, a copy of which is filed in the cause as an exhibit, the testator gives to each of his six children named in his will one-ninth of the property afterwards sold in this cause and in the within account to each of these six children is accordingly awarded one-ninth of the net sale. The statement in the Bill of Complaint (paragraph No. 3), that these children are each entitled to one-undivided sixth part of the property is clearly a clerical error and the bill should read that they are each entitled to one-ninth.

That by Item 8 of said will the testator gives one-ninth of the property to the children of Sarah N. Smith, living at the time of his death,.
That the bill of complaint paragraph 5, states that "S. Newton Smith, Mildred Thompson, nee Smith and James Smith (are) the only children and issue of (said) Sarah N. Smith".
That by the within account one-ninth of the net sale is distributed to the above named children of Sarah N. Smith according to the allegation of the bill, for the testimony is not clear on this point.

That Paragraph 7 of his will the testator gives one-ninth of this property to the children of his son Risdon Bishop living at the time of his death with provision for the issue of those who might not be living and etc.
That Paragraph 4 of the bill names as the parties entitledto this one-ninth, the following persons: Risdon Bishop and Hydie Bishop, two sons of Risdon Bishop, William T. Harris, jr., a grandson of Risdon Bishop, son of a deceased daughter, Ralph Baynard, jr., and Risdon Baynard, grandsons of Risdon Bishop, also sons of a deceased daughter. That distribution of one-ninth of the net sale among these parties is made by the within account because of these allegations in the bill, for the testimony is not clear on the point.

That one-ninth of the net sale is disbributed by the within account unto the executors named in the last will and testament of John Bishop in accordance with paragraph 9 of the will and paragraph 6 of the bill, it appearing that these executors at the time of the filing of the bill held one-ninth of the property in trust. No distribution is made to the children of Frances Amelia Dodd named in Paragraph 6 of the bill, as it does not appear that they had any legal title in the property.

That these parties named in the within account are infants according to the bill.

Respectfully submitted,

October 1, 1925.

Madison Brown
Auditor.

The proceeds of the sale of the real estate of Mary Louisa Hammond and others obtained under the will of John Bishop, deceased, in account with James T. Earle and Richard T. Earle, trustees for the sales of said real estate under the decree passed in the above entitled cause.

Cr.

1925. June 12.	By gross proceeds of said sale, per report of sale filed this day, to wit:	$3500.00

Dr.

" "	To James T. Earle and Richard T. Earle, for Their commissions as trustees for making sale on gross proceeds of sale per rule of Court,		$185.00
	To James T. Earle and Richard T. Earle, trustees, for the Court costs of these proceedings per clerk's statement, to wit:		
	costs of B. H. Turner, clerk:	$ 73.50	
	appear. fee of plaintiffs' attorney:	$ 10.00	
	appear. fee of defandants' attorney:	$ 10.00	
	fee of guardian ad litem:	$ 4.00	
	fee of T. F. Seward, Sheriff:	$ 14.40	
	fees of James Temple, Sheriff:	$ 1.20	
	costs of C.E. Tucker, examiner:	$ 8.00	
	fee of J.L. Rhodes, witness before ex.	$ .75	
	fee of H.D. Shawn, witness before ex.	$ .75	
	fee of W.W. Rhodes, witness before ex.	$ .75	
	costs of W.T. Bishop, Reg. of Wills:	$ 4.00	$127.35
	To do., for the costs of their bond with corporate surety thereon filed in these proceedings, per account for same, to wit:		$ 12.00
	To do., for the costs of advertising order of publication and order nisi on sale in Centreville Observer, per receipted statements for same, to wit:		$ 41.00
	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:	$ 9.00	
		$377.35	
	To Balance, the net sale, to wit:	$3122.65	
		$3500.00	$3500.00

Cr.

By balance brought forward for distribution:	$3122.65

Dr.

Distribution among children of John Bishop:

To Mary Louisa Hammond, his daughter, 1/9 of above balance, to wit:	$ 346,96
To William T. Bishop, his son, 1/9 of above balance, to wit:	$ 346.96

To Charles E. Bishop, his son,
1/9 of above balance, to wit: $346.96

To Clarence Bishop, hhis son,
1/9 of above balance, to wit: $346.96

To Martha Rebecca Harley, his daughter,
1/9 of above balance, to wit: $346.96

To Effie Elizabeth Bishop, his daughter,
1/9 of above balance, to wit: $346.97

Distribution among children of Sarah N. Smith:

To S. Newton Smith, her son,
1/3 of 1/9 of above balance, to wit: $115.65

To Mildred Thompson, her daughter,
1/3 of 1/9 of above balance, to wit: $115.65

To James Smith,
1/3 of 1/9 of above balance, to wit: $115.65

Distribution among descendants of Risdon Bishop:

To Risdon Bishop, his son,
1/4 of 1/9 of above balance, to wit: $ 86.74

To Hydie Bishop, his son,
1/4 of 1/9 of above balance, to wit: $ 86.74

To William T. Harris, jr., his grandson, son of deceased daughter of Risdon Bishop,
1/4 of 1/9 of above balance, to wit: $ 86.74

To Ralph B. Baynard, jr., his grandson, son of deceased daughter of Risdon Bishop,
1/8 of 1/9 of above balance, to wit: $ 43.37

To Risdon Baynard, his grandson, son of deceased daughter, of Risdon Bishop,
1/8 of 1/9 of above balance, to wit: $ 43.37

To William T. Bishop, Charles E. Bishop and Clarence T. Bishop, executors named in the will of John Bishop, in trust for certain children and issue of Francis Amelia Dodd, (see paragraph No. 9 of will of John Bishop),
1/9 of above balance, to wit: $346.96

$ 3122.65 $3122.65

October 1, 1925.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

Charles E. Bishop et al.
vs.
William T. Bishop et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY.
CASE NO. 2585.

ORDERED, This 2nd. day of October, in the year nineteen hundred and twenty five 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, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of October, 1925, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed Oct. 2nd. 1925.

Certificate of Publication of
Nisi Ratification of Audit.
Filed Nov. 3rd. 1925.

NISI RATIFICATION OF AuDIT.

Charles E. Bishop, et al
vs.
William T. Bishop, et al.

In the Circuit Court for Queen Anne's County, In Equity; Case No. 2585.

ORDERED, This 2nd. day of October, in the year nineteen hundred and twenty-five 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, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of October, 1925, in some newspaper printed and published in Queen Anne's county.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed Oct. 2Nd. 1925.

THE CENTREVILLE OBSERVER.

CenTreville, Md., Oct. 31, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Nisi Rat. of Audit in the case of Bishop vs. Bishop, 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 20 day of October, in the year 1925.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

Order of Court Ratifying Audit.

Ordered, this 3rd. day of November, in the year nineteen hundred and twenty five, 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 as to Mary Louisa Hammond, William T. Bishop, Charles E. Bishop, Clarence Bishop, Martha Rebecca Harley, Effie Elizabeth Bishop and W.T. Bishop, C.T. Bishop and C,E, Bishop, Executors John Bishop named in will of John Bishop as trustees as certain children of Frances Amella Dodd, nee Bishop, and that the papers be referred to Auditor to take testimony to support the will and show that S. Newton Smith, Mildred Thompson and James Smith are only surviving children of Sarah K. Smith, deceased, who were living at time of death of Mr. Bishop dec'd., and that Risdon Bishop, Hydie Bishop, William T. Harris, Jr., Ralph Baynard and Risdon Baynard are only descendants of Risdon Bishop, living; the costs for additional testimony being taxed equally between children of Sarah N. Smith, deceased, dec'd, the desceNdaNts of Risdon Bishop and the trustees are hereby directed to make distribution in accordance herewith.

Thomas J. Keating.

Report of Auditor in relation to
Children etc., of Risdon Bishop
and Children etc., of Sarah N. Bishop.
Filed Dec. 11th. 1925.

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

Charles E. Bishop, et al.,	ChaNcery
versus	Docket,
William T. Bishop, et al.,	Cause No. 2585.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Order of Court passed November 3, 1925, on the report of the Auditor and his account filed October 2, 1925, in the above refers the papers to the auditor to take additional testimony for the purpose of ascertaining the children and issue of Risdon Bishop entitled

to take a part of the proceeds of the above cause and also for the purpose of ascertaining the children and issue of Sarah N. Smith entitled to take a part of the proceeds of said cause. Pursuant to this order I proceeded to take the following testimony at my office in the town of Centreville, on December 5, 1925, to wit;

William T. Bishop, a witness of lawful age having been duly sworn does depose and say in answer to the questions made him.

Inter. 1. Please state your name, age, place of residence and occupation?

Ans. My name is William T. Bishop. I am Register of Wills for Queen Anne's County, and I reside in said County near Queenstown and I am sixty nine years of age.

Inter 2. Mr. Bishop, I have before me the will of John Bishop heretofore mentioned in the proceedings had in this cause. In this will he mentioned his son Risdon Bishop, did you know either John Bishop or Risdon Bishop?

Ans. John Bishop was my father and Risdon Bishop was my brother. Risdon Bishop died in the lifetime of my father.

Inter. 3. Please state the names of the children if any, of Risdon Bishop living at the time of the death of your father and please give the names of the issue if any living at the time of the death of your father or those children of your brother Risdon Bishop who died in the lifetime of John Bishop, your father.

Ans. At the time of the death of my father John Bishop, my brother, Risdon Bishop had only two children living, namely, Risdon Bishop and Hydie Bishop. My brother Risdon Bishop had a daughter named Anna Bishop who married Wm. T. Harris and this daughter died in the lifetime of my father and she left only one child, a son by the name of Wm. T. Harris, junior, who is now living and who is under twenty one years of age. My brother Risdon Bishop had a daughter named Claudia Bishop who married Ralph Baynard and she died after Risdon Bishop but in the lifetime of my father, John Bishop and she left two sons both of whom are now living, namely, Ralph B. Baynard, junior, and Risdon Baynard, both of whom are under twenty one years of age. These three boys are the only issue living at the time of the death of my father arising from children of Risdon Bishop dying in the lifetime of my father.

Inter. 5. Were you or not acquainted with Sarah N. Smith, the daughter of John Bishop?

Ans. I was acquainted with her, she was my sister. She died in the lifetime of John Bishop, my father.

Inter 6. What children if you know, did Sarah N. Smith have liviNg at the time of the death of JohN Bishop, your father?

ANs. She left three childreN all liviNg at the time of the death of John Bishop, my father, and their names are S. Newton Smith, Mildred Thompson and James Smith.

Inter 7. State whether or not there were living at the time of the death of your father, John Bishop, any issue from a child or children of Sarah N. Smith dying in the lifetime of Sarah N. Smith?

ANs. She had NoNe.
No children of my sister Sarah N. Smith died iN the lifetime of my sister leaving issue surviving.

The auditor now asks the examiner's Special Interrogatory.

Answer thereto, I do not.

W. T. Bishop.

The next witness examined by the Auditor is Clarence T. Bishop and his testimony appears below.

Inter. 1. State your name, place of residence, age and occupation.

Ans. My name is Clarence T. Bishop, I am a farmer, fifty two years old and live in Queenstown District of Queen Anne's County.

Inter 2. The will of Mr. John Bishop, late of Queen Anne's County, deceased, has been already filed in this cause. Please examine the same. Were you or not acquainted with the said John Bishop and if so tell why.

Ans. I was well acquainted with him for he was my father.

Cont. on folio 395.

No.2611 Chancery.

Queen Anne's County, to wit: Be it remembered that on the fourth day of August, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

Madison B. Bordley, Assignee of Mortgage, vs. Pearl C. Ware, William Ware, her husband, Blanche Thompson, William T. Thompson, her husband.	In the Circuit Court for Queen Anne's County in Equity.

To B. Hackett Turner, Clerk:

You will please docket suit as per above titling and file therein a certified copy of the mortgage from Pearl C. Ware, William Ware, her husband, Blanche Thompson and William T. Thompson, her husband, to Charles E. Tucker, dated the twenty fifth day of November iN the year nineteen hundred and nineteen, and recorded in Liber J.F.R. No. 3, folios 319 &c., a laNd record book for Queen Anne's County aforesaid, assigned to said Madison B. Bordley, by mesne assignments, and recorded at foot of said mortgage in said Liber and folios.

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 said principal 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 1924, as in said mortgage covenanted to be paid, and for non payment of insurance.

Also file in said cause the bond accompanying this order.

Madison B. Bordley
ASSIGNEE OF MORTGAGE.

ATTORNEY

Chas. E, Tucker.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourth day of August, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison B. Bordley , 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 ($7,000.00) 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, 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 fourth day of August, in the year nineteen hundred and twenty five.

WHEREAS, a certain mortgage from Pearl C. Ware, William Ware, her husband, Blanche Thompson and William T. Thompson, her husband, to Charles E. Tucker, bearing date the twenty fifth day of November, iN the year nineteen hundred and nineteen, and recorded in Liber J.F.R. No. 3, folios 319 etc. a laNd record book for Queen Anne's County aforesaid, assigns to said Madison B. Bordley, by mesne assignments and recorded at foot of said mortgage in said Liber and folios.

AND WHEREAS, the above bounden Madison B. Bordley, 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 the reason 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 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, and by reason of the non payment of insurance on buildings as covenanted to be paid therein.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Madison B. Bordley, 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:

Seal's Place.

Madison B. Bordley (SEAL)

Maryland Casualty Company.
By Chas. E. Tucker, Agent.
H.B.W. Mitchell.
Attorney in fact.

Test: Emma V. Erskine.

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

Security approved and Bond filed August 4th. 1925.

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. 168, a BoNd record book for QueeN Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 4th day of August, in theyear 1925.

B. Hackett Turner, Clerk.

Certified Copy of Mtg.

#7380. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty sixth day of November, iN the year nineteen hundred and nineteen the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this twenty fifth day of November, iN the year nineteen hundred and nineteen, by Pearle C. Ware and William Ware, her husband, Blanche Thompson and William T. Thompson, her husband, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Pearle C. Ware and Blanche Thompson are justly indebted unto Charles E. Tucker of Queen Anne's County, State of Maryland, in the full and just sum of Seven thousand dollars ($7,000.00) being the balance of the purchase money due and owing by the said Pearle C. Ware and Blanche Thompson, to the said Charles E. Tucker, for the hereinafter described property sold to the said Pearle C. Ware and Blanche Thompson by the said Charles E. Tucker, and conveyed to the said Pearle C. Ware and Blanche Thompson by the said Charles E. Tucker and Florence Scott Tucker, his wife, by their deed of even date herewith and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage.

AND WHEREAS it is hereby agreed by aNd between the parties to this mortgage that the aforesaid sum of seven thousand dollars ($7,000.00) shall be paid to the said Charles E. Tucker at the expiration of three years from the date of this mortgage, with interest thereon in the meantime payabel semi-annually from the date of this mortgage at the rate of six per centim per annum; AND WHEREAS it was the express precedeNt agreement and condition to the sale and conveyance of said hereinafter described land by the said Charles E. Tucker to the said Pearle C. Ware and Blanche Thompson, that the said principal sum of seven thousand dollars ($7,000.00) and the interest to accrue thereon as aforesaid, and the prompt payment of same at the times hereinabove set forth should be secured and assured by this mortgage.

NOW THEREFORE, this mortgage witNesseth that for aNd in consideration of the premises and the sum of one dollars ($1.00) the said Pearle C. Ware and William Ware, her husband, and Blanche Thompson and William T. Thompson, her husband, do hereby grant and convey unto the said Charles E. Tucker, his heirs and assigns, in fee simple, the following real estate, to wit:

Parcel #1. All that farm, tract or parteof a tract of land called Buck Island, Thief Keepout, Harris Rambles, the Hiram C. Sparks Farm; or by whatsoever name or names the same may be called or known, adjoining the lands of John Hall, James Williams, the heirs of the late James Merrick and others, situate, lying and being in the first election district of Queen Anne's County, in the State of Maryland, and more particularly described by metes, bounds, courses and distances, as follows: Beginning at a large oak stump at the extreme southeast corner of said tract and rinning thence north eighty two degrees west, forty one perches, thence north eighty nine and one half degrees west, one hundred and twenty nine and four fifth perches, thence north one degree east, one hundred and thirteen perches, thence north eighty eight and one half degrees east, eighty four perches, thence north fifty eight and three quarter degrees west, fifty one and one third perches, thence north thirty four degrees east, fifty five perches, thence north fifteen degrees east, twenty four perches, thence north twenty

four degrees, east, twelve perches, thence north twenty five and three quarter degrees east, thirty two and four fifth perches, thence south seventy six and one half degrees east, ninety perches, thence south fifty five and one half degrees east, twenty eight and two third perches, thence south ten and one half degrees west, eleven and four fifth perches, thence south sixty three degrees east, twenty seven perches,thence south twenty degrees east, sixteen perches, thence south two and one half degrees west, seventy nine and two fifth perches, thence north eighty eight and one half degrees west, sixty nine and four fifth perches, thence south six degrees east, ninety perches to the place of beginning, containing two hundred and fifty acres of land, more or less, excepting and saving therefrom however a lot of land containing four acres which was conveyed to one, John Garney by Hiram C. Sparks by a deed bearing date the twenty first day of October, in the year eighteen hundred and eighty seven, and recorded in Liber S.C.D. # k0, folios 427 etc, a land record book for said Queen Anne's County.

Parcel #2. All that lot or parcel of land situate, lying and being in the village of Barclay, in the first election district of Queen Anne's County, in the State of Maryland, and upon which the said Pearle C. Ware now resides, adjoining the lands of David Walls and others, and lying on the south side of the public road leading from Barclay to Templeville, and having a frontage on said road of about one hundred and ten feet and extending back a uniform depth of about one hundred and sixty feet.

All of the above described land being the same land which was conveyed to the said Pearle C. Ware and Blanche Thompson by Charles E. Tucker and Florence Scott Tucker, his wife, by deed bearing even date with these presents and to be recorded among the land record books of Queen Anne's County aforesaid, immediately preceding this mortgage, to which deed and the references therein contained special reference is hereby made for a fuller and more complete description of the property hereby conveyed.

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 Pearle C. Warle and Blanche Thompson, their heirs, executors, administrators or assigns shall well and truly pay to the said Charles E. Tucker, his successors, executors, administrators or assigns the aforesaid sum of Seven thousand dollars ($7,000.00) 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 Pearle C. Ware and Blanche Thompson, their heirs and assigns shall possess said property.

And the said Pearle C. Ware and Blanche Thompson, 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 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 E. Tucker, 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 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 Charles E. Tucker, his executors, administrators or assigns, or Charles E. Tucker, 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 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 Pearce C. Ware and Blanche Thompson, 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 Charles E. Tucker, his executors, administrators, successors or assigns, or Charles E. Tucker, 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 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 Pearle C. Ware and Blanche Thompson, for themselves their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors:-

Test: Robert Coursey.

Pearle C. Ware (SEAL)
William Ware. (SEAL)
Blanche Thompson (SEAL)
William T. Thompson (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty fifth 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 Pearle C. Ware and William Ware, her husband,and Blanche Thompson and William T. Thompson, her husband, and each acknowledged the aforegoing mortgage to be their respective act.

Robert Coursey
Justice of the Peace.

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

I hereby certify that on this twenty fifth 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 Charles E. Tucker, 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.

Robert Coursey, Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the 27th. day of January, in the year 1921, the following assignment was brought to be recorded, to wit:

For value received, I hereby assign to The Centreville NatioNal BaNk of Maryland, the within and aforegoing mortgage as collateral security for payment of my note, with Florence Scott Tucker, a co-maker as security thereon in the sum of seven thousand dollars ($7,000.00) of ever date with this assignment and payable six months after date to the said The Centreville NatioNal Bank of Maryland, at its Banking House in the town of Centreville, Queen Anne's County, Maryland (said note containing a clause) providing for the payment of all costs and five per centum commissions for the collection of same if not paid when due) and for the payment of any and all renewals in whole or in part of the said note and all renewals, part renewals, of renewal notes which may hereafter be made and which may be accepted by the said The Centreville NatioNal BaNk of MarylaNd.

Witness my hand and seal this twenty sixth day of January, in the year nineteen hundred and twenty one.

Test: Chas. F. Rich. Charles E. Tucker. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of July, in the year nineteen hundred and twenty five, the following assignment was brought to be recorded, to wit:

July 14th. 1925. For value received, The Centreville NatioNal Bank of Maryland, a body corporate through and by its President, William R. Wilson, does hereby assign and transfer unto M.B. Bordley, the within and aforegoing mortgage.

As witness the signature of the President of said Bank and the seal of said Bank.

Test: J.F. Rolph, Cashier. William R. Wilson. (SEAL)
President.

Corporate 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 319 etc., a land record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this fourth day of August, in the year 1925.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Aug. 26th. 1925.

Madison B. Bordley, Assignee of Mortgage, Vs. Pearl C. Ware, and William Ware, her husband, Blanche Thompson, and William T. Thompson, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County, In Equity.

To the Honorable, the Judges of said Court:

The Report of Madison B. Bordley, 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 four and the insurance in said mortgage, 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 Pearl C. Ware and William Ware, her husband, Blanche Thompson and William T. Thompson, her husband, to Charles E. Tucker, bearing date the twenty-fifth day of November, in the year nineteen hundred and nineteen, and recorded in Liber J. F. R. No. 3, folios 319 &c., a laNd record book for Queen Anne's County, Maryland, which said mortgage was by mesne assignments duly assigned to the said Madison B. Bordley, and recorded at the foot of said mortgage in said land record book, 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, 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 saleof 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, a newspaper published in Queen Anne's County aforesaid, for more than twenty one days before the day of sale, the said Madison B. Bordley, Assignee of said 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, the eighteenth day of August, in the year nineteen hundred and twenty five, at the hour of one thirty 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 occured as above stated, proceeded to sell the real estate described in said mortgage, that is to say:-

That after announcing that the taxes and the insurance past due and owing would be paid by the person making the sale, the purchaser to pay the taxes for the year nineteen hundred and twenty five and to make whatever arrangements he chose to make with the present occupants who are, Pearle C. Ware and William Ware, her husband, two of the mortgagors, 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 as parcel number 2, being all that lot or parcel of land situate, lying and being in the village of Barclay in the first election district of Queen Anne's County aforesaid, adjoining the land of David Walls and others and lying on the south side of the public road leading from Barclay to Templeville and having a frontage on said road of or about one hundred and ten feet (110 ft), and extending back the uniform depth of or about one hundred and sixty feet (160), and being improved by a frame building, occupied as a dwelling and storehouse and sold the same to Frank P. Morris, he being then and there the highest bidder therefor, at and for the sum of Fifteen Hundred Dollars ($1500.00).

4. That immediately after the sale of Parcel number 2, the Assignee of said mortgage, Madison B. Bordley in the execution of the aforesaid power of sale contained in said mortgage to be executed in case of default in the terms thereof, default having occured as above stated proceeded to sell the real estate described in said mortgage as parcel number 1, thatis to say that after announcing that the taxes and the insurance past due and owing would be paid by the person making the sale and that the Land Lord's portion of the crops now growing thereon would be offered and sold with the land, the purchaser to pay the taxes for the year nineteen hundred and twenty five, 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 as parcel number 1, being all that farm or lot of land known as or called "Buck Island", the "Hiram C. Sparks farm", situate, lying and being in the first election district of Queen Annes County, state of Maryland, adjoining the land of John Hall, James Williams and the heirs of the late James Merrick and others, as described in said mortgage and in said advertisement as containing two hundred and fifty (250) acres of land more or less (the land however by a later survey only about two hundred and twenty five (225) acres, the assignee as aforesaid announced this fact because of these apparent discrepancies announced, that he would offer the farm as it stook as a whole and not by so much per acre) and being improved by a frame dwelling, barn, stable, and other necessary out buildings, saving and accepting therefrom however as provided in said advertisement and in said mortgage, the lot of land of four acres which was conveyed to John

Carney prior to the giving of said mortgage together with the crops thereupon now pitched and growing and sold the said land and growing crops to Charles E. Tucker, he being then and there the highest bidder therefor at and for the sum of six thousand dollars ($6,000.00), the said vendor files herewith as a part of this report for both parcels of real estate as above set forth the certificate of the publication of the aforesaid advertisement of sale in the Centreville Record, a newspaper published as aforesaid in said Queen Anne's County, State of Maryland, said Exhibit marked Exhibit number A.

Respectfully submitted,

Madison B. Bordley
ASSIGNEE OF MORTGAGE.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this twenty sixth day of ~~June~~ August, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Madison B. Bordley, Assignee of said 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.

CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Certificate of PublicatioN of
AdvertisemeNt of Sale.
Filed Aug. 26th. 1925.

ASSIGNEE'S SALE OF VALUABLE FARM AND STORE PROPERTY.

UNder aNd by virtue of the power of sale contained in a mortgage from Pearle C. Ware and William Ware, her husband, and Blanche Thompson and William T. Thompson, her husband, to Charles E. Tucker, dated the twenty-fifth day of November, iN the year Nineteen hundred and nineteen, and held after mesne assignments by Madison B. Bordley, said mortgage and assignments being recorded in Liber J.F.R. No. 3, folios 319 &c., a LaNd Record Book for Queen Anne's County, the said Madison B. Bordley, as said assignee, default having occurred in the terms 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, AUG. 18, 1925, commencing at the hour of 1.30 o'clock P.M. the following real estate described in said mortgage.

PARCEL NO. 1.

All that farm or tract of laNd called "Buck Islane," the "Hiram C. Sparks Farm", adjoining the lands of John Hall, James Williams, the heirs of the late James Merrick and others, situate, lying and being in the First Election District of Queen Anne's County aforesaid, containing 250 ACRES OF LAND, more or less, saviNg and excepting therefrom a lot of land of about four acres conveyed to John Carney by Hiram C. Sparks,. Improvements consist of a FRAME DWELLING, stable, barN aNd other Necessary outbuildiNgs, all iN good coNditioN.

PARCEL NO. 2.

All that lot or parcel of land, situate, lying and being in the village of Barclay, in the First Election District of Queen Anne's County aforesaid, adjoining the lands of David Walls and others, and on the south side of the public road leading from Barclay to Templeville and having a frontage on said road of about one hundred and ten feet and extending back a uniform depth of about one hundred and sixty feet. Improvements consist of a FRAME DWELLING AND STORE HOUSE in a fair state of repair.

TERMS OF SALE:-One THird of the purchase money will be required in cash on day of sale and the balance in two equal installments, payable respectively in six and twelve months from date of sale, or all the purchase money in cash on the final ratification of the sale by the court; all deferred payments to bear interest from day of sale. All title papers, including revenue stamps at the expense of the purchaser.

MADISON B. BORDLEY, AssigNee,
Charles E. Tucker, AttorNey.
J. Elmer ANthoNy, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., Aug. 24, 1925.

THe Centreville Record Publishing Co., hereby certifies that the Assignee's Sale in the case of Madison B. Bordley, Assignee of Mortgage from Pearle C. Ware and William Ware, her husband, et al., a true copy of which is hereto annexed, was inserted in The Centreville Record, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for each of four successive weeks before the 18th day of August in the year 1925.

The Centreville Record Publishing Co.
By Lida Hopkins.

NISI.

MadisoN B. Bordley, Assignee of Mortgage, vs. Pearl C. Ware, William Ware, Her husband, Blanche Thompson, William T. Thompson, her husband.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2611.

ORDERED, This 26th day of August, A.D. 1925, that the sale of the real estate made aNd reported iN this cause by MadisoN B. Bordley, assigNee of 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 newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th. day of September next.

The Report states the amount of sales to be $7500.00,

B. Hackett Turner, Clerk.

Filed Aug. 26th.

Petition for the Substitution of Frank P. Morris and Anna M. Morris, his wife, as Purchasers, in the Place and Stead of Frank P. Morris, alone.

Filed January 27th. 1926.

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

Madison B. Bordley, assignee of mortgage, versus Pearl C. Ware, William Ware, her husband, Blanche Thompson and William T. Thompson, her husband, mortgagors.	)	Chancery Docket, Cause No. 2611.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Madison B. Bordley, assignee, vendor selling the property, sold in the above cause and of Frank P. Morris and Anna M. Morris, his wife, unto Your Honors respectfully sets forth:

That as will appear from the report of sale filed in the above cause, the said Frank P. Morris became the purchaser of the property sold under the mortgage described in this cause at the sum of $1500.00.

That it has been agreed between your petitioners that the said Frank P. Morris and Anna M. Morris, his wife, as tenants by the entireties, shall be substituted as purchasers of the property so sold in the place and stead of Frank P. Morris alone.

Your petitioners therefore pray Your Honors, to pass an order substituting the said Frank P. Morris and Anna M. Morris, their heirs and assigns, as tenants by the entireties, as purchasers of the property so sold as aforesaid, in the place and stead of the said Frank P. Morris alone and directing the said Madison B. Bordley, assigNee aNd veNdor, to coNvey said property unto said substituted purchasers in the place and stead of Frank P. Morris along and in the same manner and as fully and effectually as if they had been together the original purchasers, upon the full payment of said purchase money and not before.

Respectfully submitted,

Madison B. Bordley
Assignee and Vendor
Frank P. Morris.
Anna M. Morris.

ORDERED, on this 27th. day of January, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County in Equity, upon the aforegoing petition, that Frank P. Morris and Anna M. Morris, his wife, be and they are hereby substituted as purchasers of the property sold in the above entitled cause, in the place and stead of Frank P. Morris, who is described alone as the purchaser of said property in the Report of Sale filed in said Cause; and it is further ordered that the said Madison B. Bordley, assigNee, be and he is hereby authorized, empowered and directed upon the full payment to him of said purchase money and not before to grant and convey said property unto the substituted purchasers, tenants by the entireties, in the place and stead of Frank P. Morris alone.

Thomas J. Keating.

Filed Jan. 27th. 1926.

The following papers should have preceded the aforegoing Petition and Order among these proceedings:

STATEMENT OF MORTGAGE DEBT.
Filed Dec. 17th. 1925.

Madison B. Bordley, Assignee of Mortgage, vs. Pearl C. Ware, and William Ware, her husband, Blanche Thompson, and William T. Thompson, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2611.

STATEMENT OF MORTGAGE DEBT.

Statement of principal mortgage debt, interest, taxes and insurance, due as of the day of sale, under the mortgage from Pearl C. Ware and William Ware, her husband, Blanche Thompson and William T. Thompson, her husband, to Charles E. Tucker, dated the twenty-fifth day of November, in the year nineteen hundred and nineteen and recorded in Liber J. F. R. No. 3, folios 319 & etc., a land record book for said Queen Anne's County, State of Maryland, and by mesne assignments, duly assigned to the said Madison B. Bordley for the purpose of collection by foreclosure or otherwise, said assignments being recorded in said liber at the foot of the mortgage.

Amount of the principal mortgage debt secured by said mortgage attached hereto:		$7,000.00
Amount of interest on said principal mortgage debt from November 25th. 1922, to Mary 25th. 1925,	$1050.00	
less cash on account of interest	$ 187.40	862.60
Interest from May 25th., 1925, to August 18th. 1925, the day of sale,		78,00
To taxes paid F. Marion Hunter, Treasurer for the year 1924,		131.41
To Rich & Tucker for insurance on buildings on said property:		36.03
Total amount of the principal mortgage debt and the interest due thereon to August 18th., 1925, the day of sale and the taxes and insurance.		$8,108.04

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th. day of Nov., in the year nineteen hundred and twenty-five, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared Madison B. Bordley, Assignee of the Mortgage from Pear_ C. Ware and William Ware, her husband, Blanche Thompson and William T. Thompson, her husband aforesaid, and did make oath in due form of law that the aforegoing statement of principal mortgage debt and interest, taxes and insurances are true to the best of his knowledge and belief.

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

Certificate of Publication of
Advertisement ofOrder Nisi.

Filed Nov. 18th. 1925.

ORDER NISI.

Madison B. Bordley, Assignee of Mortgage,
vs.
Pearl C. Ware, William Ware, her husband, Blanche Thompson, William T. Thompson, her husband.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2611.

Ordered, This 26th day of August, A. D., 1925, that the sale of the real estate made and reported in this cause by Madison B. Bordley, Assignee of 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 newspaper printed and published in Queen Anne 's County, Maryland, once in each of four successive weeks before the 28th day of September next.

The Report states the amount of sales to be $7500.00.

B. HACKETT TURNER, Clerk.
True copy
Test: B. HACKETT TURNER, CLERK.

Filed Aug. 26th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 6th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Madison B. Bordley, Assignee of Mortgage, vs. Pearl C. Ware, William Ware, her husband, Blanche Thompson, Wm. T. Thompson, her husband, 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 28th day of September in the year 1925.

Filed November 18th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

FINAL ORDER OF RATIFICATION.

Madison B. Bordley, Assignee of Mortgage, vs. Pearl C. Ware, and William Ware, her husband, Blanche Thompson, and William T. Thompson, her husband, Mortgagors.	In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2611.

Ordered, this 18th day of November, in the year nineteen hundred and twenty five, 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, Assignee of Mortgage, in the above entitled 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 as directed by the preceding order nisi, and the person 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 reported was made.

Filed November 18th. 1925.

Lewin W. Wickes.

No. 2624 CHANCERY.

Queen Anne's County, to wit: Be it remembered that on the eighth day of September, in the year nineteen hundred and twenty five, the following proceedings were received and filed for record, to wit:

MARYLAND, SCT:

At a Session of the Circuit Court for the Second Judicial Circuit of Maryland, sitting in Equity, in and for Kent County, begun and held at the Court House in the town of Chestertown, on the first Monday of August in the year 1925.

Were Present

Honorable William H. Adkins, Chief Judge

Honorable Lewin W. Wickes, Associate Judge

Honorable Thomas J. Keating, Associate Judge

William W. Goodman, Esq., Sheriff

Robert R. Ayres, Clerk.

Among the proceedings of said Court had, was the following, to wit:

PETITION TO ASSUME JURISDICTION.
(filed Feby. 14, 1924)

In the matter of the trust Estate of Elizabeth F.S. Jarrell	:	In the Circuit Court for Kent County. In Equity No. 2269.
	:	

To the Honorable, the Judges of said Court:-

The Petition of William S. Collins, Trustee in the above entitled cause shows unto your Honors:-

1:- That Elizabeth F.S. Jarrell of Kent County and State of Maryland did on the 9th day of February in the year nineteen hundred and twenty four, execute and deliver unto your Petitioner a Deed of Trust by which she conveyed, transferred, delivered and assigned certain real and personal property therein mentioned and described unto your Petitioner in trust and upon certain conditions and for certain purposes in said deed of Trust particularly mentioned and declared, all of which will full appear by reference to the certified copy of said deed of Trust filed in this cause.

2:- That amongst the property conveyed and delivered by said deed of trust to your petitioner are certain personal property as set forth in said deed of Trust and divers pieces and parcels and tracts of real estate.

3:- That in order to carry out the powers and objects of the trust it would be necessary for the Trustee to furnish a bond in such penalty as this honorable court may deem necessary.

4:- That the aggregate value of the property so conveyed and delivered is estimated at about $50,000.00, but that an appraisement should be made to determine or estimate the value thereof.

5:- That your Petitioner is anxious and desirous of this honorable court to assume jurisdiction over said trust estate and direct him in the execution of same.

Wherefore, your Petitioner prays this honorable court to pass an order, First: That this Honorable court assume jurisdiction of said trust estate and direct your Petitioner in the execution of the trust reposed in him by the deed of trust hereinbefore mentioned.

Second: That this honorable Court authorize the appointment of appraisers to estimate and determine the value of said trust estate and report the same to this honorable court.

Third: And that this Honorable Court fix the penalty of the bond of your Petitioner as Trustee under said Deed of Trust in such sum as to it might seem right and proper.

And as in duty bound.

William S. Collins
Petitioner and Trustee.

ORDER OF COURT.
(filed Feb. 14, 1924).

Upon the aforegoing petition, it is, this 14th day of February, in the year nineteen hundred and twenty four, by the Circuit Court for Kent County in Equity and by the authority thereof, ordered that jurisdiction of the Trust Estate created by the deed of trust referred to in the aforesaid petition be and the same is hereby assumed by the said Court and the same will be executed and performed under its order and direction.

It is further ordered that the Trustee therein named be and he is hereby directed to have said property appraised by two disinterested persons and to make a return of said appriasement to this Court.

It is further ordered that William S. Collins, Trustee in said Deed of Trust named, be and he is hereby required to furnish bond in the peanl sum of fifty thousand dollars with a duly qualified surety or Trust Company as Surety for the faithful performance of the Trust reposed in him which said bond shall be approved by the Clerk of this Court and a certified copy thereof filed in these proceedings and if a surety or Trust Company not be given as surety then the penalty sum of bond shall be seventy five thousand dollars.

Lewin W. Wickes

DEED OF TRUST
(filed Feb. 14, 1924).

This Deed, made this 9th day of February, in the year nineteen hundred and twenty four by Elizabeth F. S. Jarrell (widow) of Kent County, in the State of Maryland.

Whereas, the said Elizabeth F.S. Jarrell is a widow with eight minor children all of whom are attending the public schools of Kent County.

And Whereas all of her interests are in agricultural pursuits being the owner of various pieces of real estate located principally in Queen Annes' County, but also in Kent County, Maryland, consisting of farms of various sizes as hereinafter described.

And Whereas she has become indebted unto various persons, firms and corporations in sums of money of such magnitude that she is unable to pay as they become due and demandable and she desires to convey and assigns all of her property and estate to William S. Collins of Kent County, Maryland, in trust for the benefit of her creditors as hereinafter set forth believing that she has ample property to pay all of her debts in full,dollar for dollar.

Now, therefore, this Deed witNesseth, that in consideration of the premises and the sum of five ($5.00) dollars the said Elizabeth F. S. Jarrell doth grant, convey, bargain and sell, release and assign to the William S. Collins all of her estate and property of every nature, kind or description, real, personal and mixed, in possession or in expectancy and wheresoever the same may be located. The said properties being described as follows, to wit:-

No. 1. All that farm or tract of laNd situate, lying and being in Queen Annes County Maryland, on the road leading from or through the Round Top farm to the road leading from Chestertown to Millington, known as the "Comegys-Cosden Farm", containing three hundred and ninety three acres of land, more or less and being Lot No. 1. iN the Deed of PartitioN between Clifton L. Jarrell and Elizabeth F. S. Jarrell and Emma B. Snitcher, bearing date the 30th day of August, in the year nineteen hundred and four and recorded amongst the Land Records of said Queen Annes County in Liber J.E.G. No. 6, Folio 491 etc.

No. 2. All that tract or part of a tract of land situate, lying and being in the seventh election district of Queen Annes' County aforesaid called "Tilghmans' Discovery", or Poplar Hill" on the "Round Top road and adjoining the farm described above as the Comegys Farm and lands of Charles H. Jefferson containing forty six acres, three roods and thirty seven perches of land, more or less and being Lot No. 2 iN the aforesaid Deed of Partition.

No. 3. All that part of a tract of laNd situate, lying and being in the seventh election district of Queen Annes County called "Tilghmans Discovery or Poplar Hill adjoining the tract described above as No. 2 and the lands of Charles H. Jefferson containing thirty two acres and eleven perches of land more or less, being the same land described in Lot No. 3 iN the aforesaid Deed of Partition.

No. 4. All that tract, parcel or part of a tract of land situate, lying and being in Queen Annes County aforesaid on the public road leading from Chestertown to Millington, adjoining the lands formerly belonging to Peter Mariner, and known as the "Kibler Farm", containing two hundred and forty three acres, thirty two and one half perches of land, more or less, being lot No. 4 iN the aforesaid Deed of Partition.

No. 5. All that lot or parcel of laNd situate, lying and being in Queen Anne's County on the road from Millington and Chestertown road to Round Top Landing adjoining the farm described above as the "Kibler Farm", containing two acres of land, more or less and being the same land described as Lot No. 5 iN the aforesaid Deed of Partition.

No. 6. All that farm, tract or parcel of laNd called or known as "Partnership", "Pratt Farm", "The Emma J. Catlin Farm", situate, lying and being in said Queen Anne's County on or near the public road leading from Barton's Corner to Union Church adjoining the lands of Charles H. Jefferson and W. H. NewNam (Now Samuel G. Wilson) and others containing one hundred and seventy five acres of land, more or less. It being lot No. 6 iN the aforesaid Deed of PartitioN.

No. 7. All that tract or part of a tract of laNd situate, lying and being in Queen Anne's County aforesaid on the road leading from Chestertown to Millington through Queen Annes County and containing seventy-four acres of land more or less and being Lot No. 7 in the aforesaid Deed of Partition.

No. 8. All that tract or parcel of land known as the "Booker Lot" situate, lying and being in said Queen Anne's County on the north side of the public road leading from Chester Bridge to Millington and containing three acres of land more or less and being Lot No. 9 in the aforesaid Deed of Partition.

No. 9. All that lot or parcel of laNd called "TilghmaN's Discovery" situate, lying and being in said Queen Annes County adjoining the lands of R. Hopper Smith and William H. Faulkner, containing twenty two acres and five perches of land more or less and being Lot No. 10, described in the aforesaid Deed of Partition,

No, 10. All those tracts or parts of tracts or parcels of land situate, lying and being in Queen Annes County aforesaid on the North side of the public road leadiNg from McGinnis Corner to Foreman's Branch called "Father's Care" "Richardson Land" adjoining the lands of the heirs of B. S. Ford and the farm known as the Beck Farm of Sara A. Leverage, now owned by the said Elizabeth F. S. Jarrell, and others, and containing twenty six acres of land more or less and being the land described in the aforesaid Deed of Partition as Lot No. 11.

The aforesaid properties beiNg the properties which were conveyed to the late Emma B. Snitcher by the said Deed of Partition and under the last Will and Testament of the said Emma B. Snitcher, deceased, were devised to the said Elizabeth F. S. Jarrell. The last Will and Testament of Emma B. Snithcer being recorded amongst the will Records in the Office of the Register of Wills for Kent County, Maryland.

And also the following real estate which was conveyed unto the said Elizabeth F. S. Jarrell by the aforesaid Deed of Partition,to wit:-

First. All that farm or tract of land situate, lying and being in Queen Annes County aforesaid composed of two tracts called "Linningston Castle" and Partnership Addition", on the road from Church Hill to Round Top and on road from Chestertown to Crumpton adjoining the lands of S. E. Ford and others, containing one hundred and sixteen acres and two roods of land more or less and described in the said Deed of Partition amongst the lands which were thereby conveyed to the said Elizabeth F. S. Jarrell in No. 1.

SecoNd. All that lot or parcel of laNd called "PartNership AdditioN", adjoiNiNg the last above described tract of land containing twenty four acres of land more or less and which is also described in said Deed of Partition as "2" of the lands conveyed to the said Elizabeth F, S. Jarrell.

Third. All that lot or parcel of land situate, lying and being in said Queen Anne County, being a part of the tract called "Lillingston's Caslte", described above as first not not immediately adjoining the same and adjoining the lands of Mrs. H.H. Klinefelter and others, containing thirty one acres and 1 rood, of land, more or less being No. 3 of the lands in said Deed of Partition conveyed to the said Elizabeth F. S. Jarrell.

Fourth. All that lot or tract or part of a tract of land situate, lying and being in said Queen Annes County on the West side of the public road from Foreman's Branch to Godwin's Mill adjoining the lands of B.S. Ford and others, called or known as the "Back Farm of Sarah A, Smith or Sara A. Leverage", and containing one hundred acres of land more or less, being No. 4 of the laNds conveyed by said Deed of Partition to the said Elizabeth F. S. Jarrell.

Fifth. All that lot or parcel of land situate, lying and being in Queen Annes County aforesaid on the road from Deep Landing to Double Creek point and adjoining the land above described as the Back Farm, containing sixty five acres of land more or less and being Lot No. 5 coNveyed by said Deed of Partition to the said Elizabeth F. S. Jarrell.

Sixth. All that farm or tract of land situate, lying and being in said Queen Annes County facing and fronting on the public road from Roberts or McFadden's Mill to Crumpton generally known as the "Dudley Farm" adjoining the aforesaid Mill Property, land of Hiram G. Tarbutton, and containing one hundred and forty nine acres of land more or less. It being Lot No. 9 which was coNveyed by said Deed of Partition to the said Elizabeth F.S. Jarrell.

Seventh. All that lot or tract of wood land situate, lying and being in Queen Annes County aforesaid adjoining the Chase and Crane lands and the lot of Rebecca Williams containing about thirty four acres of land more or less and being Lot No. 10 which was coNveyed by said Deed of Partition to the said Elizabeth F.S. Jarrell.

Eighth. All that tract of land situate, lying and being in said Queen Annes County on the public road from I.B. to the public road from Millington to Chestertown Ferry, adjoining the lands of Samuel Logan, and the Blackiston land, and called or known as the "May Stevens" farm or "Pere Brown" containing one hundred acres of land more or less which is Lot No. 12 coNveyed by the aforesaid Deed of PartitioN to the said Elizabeth F.S. Jarrell.

Ninth. All that lot of wood land situate, lying and being in said Queen Annes County aforesaid and composed of three several tracts of land (contiguous one to the other) and adjoining the tract described immediately above known as the "May Stevens Farm", and containing together with "May Stevens Farm" one hundred and eighty nine acres of land more or less. This being the same as Lot No. 13 which is coNveyed by said Deed of Partition to the said Elizabeth F.S. Jarrell and it will be noted here that Eighth and Nineth parcels of land herein conveyed should be taken together and the total area of both should be one hundred and eighty nine acres.

Tenth. All that lot or tract of land situate, lying and being in said Queen Annes County near the town of Crumpton, being a part of the Original tract called "Crumpton", adjoining the lands of John P. Hartley, Isaac Snitcher, Joseph Smith heirs and others, containing one hundred and fifty four acres of land more or less. Said tract or parcel of land being composed of four separate parcels of land and being the same lands described as No. 14 iN said Deed of PartitioN which was coNveyed to the said Elizabeth F.S. Jarrell.

Together with the buildings and improvements thereon, the rights, ways, waters and privileges thereto belonging or appertaining.

And also all that property located at the east corner of Queen Street and Maple Avenue in Chestertown, Kent County, Maryland, now occupied by me as a residence and which was devised to me by the said last will and testament of Emma B. Snitcher.

And also all that lot of land on the northeast side of Maple Avenue adjoining the property of the Rickey estate and improved by a garage and being also property which was devised to me by the said last will and Testament of the said Emma B. Snitcher.

And also the following personal property, to wit:- 1 sitting room suite, 1 dining room suit, 1 bedroom suit, 1 Ford Sedan, 1/3 interest in Threshing Rig, Bill of Sale from Benjamin Godwin, which said personal property is located in Chestertown, Maryland.

To have and to hold same unto the said William S. Collins, his heirs, personal representatives and assigns in trust and confidence, nevertheless, for the following purposes, to wit:-

First. to take charge of the said estate and property and without any unnecessary delay (subject to the recommendation and suggestions hereinafter made) to convert the same into money by the sale of so much thereof as is salable and the collection of so much thereof as is collectible, and to apply the proceeds after payment of the expenses of this Trustee including a reasonable commission to the Trustee for his services according to the law in such cases made and provided, to the payment in full of all debts due and owing by the said Elizabeth F. S. Jarrell, without preference or priority, except such as the law provides, if the net proceeds shall be sufficient therefor and if insufficient then to the payment of the aforesaid debts pro rata without preference or priority except as aforesaid.

Second. After the payments in full of all the expenses of this Trust and of all debts as aforesaid, and all claims and demands whatsoever against the said Elizabeth F.S. Jarrell, for which she may be liable, in trust to pay the surplus (if any there be) to the said Elizabeth F. S. Jarrell, her heirs, representatives and assigns.

And the said Elizabeth F.S. Jarrell, for the purposes aforesaid, do hereby make, constitute and appoint the said William S. Collins, her true and lawful attorney irrevocable in her name and otherwise, ask, demand, sue for, recover and receive any money, property, goods, chattels, wares, merchandise, debts, or sums of money due from all and every person or persons to the said Elizabeth F.S. Jarrell, and for all receipts and delivery to make, execute and acknowledge due acquittance and to compound for any doubtful debts and further do all other acts required to be done in the premises as fully and effectually as she, the said Elizabeth F. S. Jarrell, might or could have done if these presents had not been executed.

And the said Elizabeth F. S. Jarrell recommends (but does not bind) the said William S. Collins that owing to the depressed state of agriculture and financial conditions that now prevail that it would be better for all concerned for the Trustee to offer the real estate at public sale at some late date when land values may be better than they now are. This, the said Elizabeth F.S. Jarrell makes only as a suggestion but does not attempt in any way to bind the said Trustee by such suggestion but is willing to leave it to his discretion under the guidance of the Circuit Court for Kent County.

And the said Elizabeth F.S. Jarrell makes and executes this presence with the understanding that the same will be carried out subject only to the approval of the Circuit Court for Kent County in Equity.

As witness my hand and seal the day and year first above written.

Test:-
R. R. Wilkins.

Elizabeth F.S. Jarrell
(seal)

STATE OF MARYLAND, KENT COUNTY, to wit:-

I hereby certify that on this 9th day of February, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of MarylaNd, in and for Kent County, personally appeared Elizabeth F.S. Jarrell and acknowledged the aforegoing Deed of Trust to be her act.

As witness my hand and notarial Seal.

Raymond R. Wilkins,
Notary Public.

NOTARIAL
SEALS
PLACE.

I hereby Certify that the above aNd aforegoing is a true copy of the Deed of Trust from Elizabeth F.S. Jarrell to William S. Collins as copied from Liber R.R.A. No. 3, folio 28, a Land Record Book for Kent County, Md.

SEALS
PLACE.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of the Circuit Court for County and State aforesaid, this 9th day of February, 1924.

Robert R. Ayres, Clerk.

BOND
(filed Feb. 26, 1924).

KNOW ALL MEN BY THESE PRESENTS:

That we, William S. Collins of Kent County, Maryland, as Principal, and the United States Fidelity and Guaranty Company, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifty Thousand ($50,000.00) dollars, to be paid to the State of Maryland aforesaid; 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 26th day of February, in the year nineteen hundred and twenty four.

WHEREAS, by Deed of TrusT, dated the 9th day of February, nineteen hundred and twenty four, and left to be recorded among the Land Records of Kent County, on the 9th day of February, 1924, Elizabeth F. S. Jarrell, did grant, bargain and sell, assign and transfer unto William S. Collins, Trustee, as therein named, his (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

Now the CoNditioN of this ObligatioN is such, that if the above bounden, William S. Collins, do and shall well and faithfully perform the trust reposed in him in and by the above Deed of Trust mentioned and declared; and also do and shall well and faithfully perform the trust reposed in him by said Deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in presenceof

Wm. Belt Townshend.

Wm. T. Chipman.

William S. Collins (seal)

United States Fidelity &
Guaranty Company (Seal)

By Wm. Shedd Holton (Seal)
Attorney in Fact.

Wm. Shedd Holton.

The above bond and surety approved this 26th day of February, 1924.

Robert R. Ayres, Clerk.

PETITION OF TRUSTEE.
(Filed April 2, 1924).

IN the Matter of the trust estate of Elizabeth F.S. Jarrell. : IN the Circuit Court for KeNt CouNty. In Equity.

To the Honorable, the Judges of said Court:-

The Petition of William S. Collins, Trustee of Elizabeth F.S. Jarrell, most respectfully shows unto your Honors:-

That the Deed of Trust from Elizabeth F.S. Jarrell to your Petitioner, William S. Collins, Trustee of the estate of Elizabeth F.S. Jarrell bearing date the 9th day of February in the year nineteen hundred and twenty four, a certified copy of which is filed in these proceedings along with the Petitioner of the said Trustee asking the Court to assume jurisdiction thereof and that this honorable Court has assumed jurisdiction thereof.

That your Petitioner believes it is necessary to give notice to all the creditors of the said Elizabeth F.S. Jarrell to file their claims with the Clerk of the Circuit Court for Kent County in order that he may know the amount of debts owing by the said Elizabeth F. S. Jarrell.

Wherefore your Petitioner prays this Honorable Court to pass an order notifying and directing the creditors of Elizabeth F.S. Jarrell to file their claims against the trust estate of Elizabeth F. S. Jarrell with the vouchers thereof with the Clerk of the Circuit Court for Kent County on or before a day certain therein to be named and to direct that a copy of the order be inserted in a newspaper printed and published in Kent County once in each of four successive weeks before some certain day therein to be named.

All of which is most respectfully submitted.

Wm. S. Collins
Trustee of the Trust Estate of
Elizabeth F.S. Jarrell.

ORDER OF COURT
(filed April 2, 1924).

In the Matter of the Trust Estate of Elizabeth F. S. Jarrell, in the Circuit Court for Kent County in Equity No. 2269.

Ordered this 31st day of March in the year nineteen hundred and twenty four, by the Circuit Court for Kent County, in Equity, and by the authority of said Court that the Creditors of Elizabeth F. S. Jarrell, be and they are hereby notified and directed to file their claims against the said Elizabeth F.S. Jarrell trust estate with vouchers thereto, with the Clerk of the Circuit Court for Kent County on or before the 9th day of June in the year nineteen hundred and twenty four; provided that a copy of this order be inserted in a newspaper printed and published in Kent County once in each of four successive weeks before the 9th day of May next.

Lewin W. Wickes.

CERTIFICATE NOTICE TO CREDITORS
(filed May 10, 1924)

IN the Circuit Court for Kent County in Equity, No. 2269.

IN the Matter of the Trust Estate of Elizabeth F.S. Jarrell.

ORDER OF COURT.

IN the matter of the Trust Estate of Elizabeth F.S. Jarrell, iN the Circuit Court for KeNt County in Equity No. 2269.

Ordered this 31st day of March iN the year nineteen hundred and twenty four, by the Circuit Court for Kent County, in Equity, and by the authority of said Court that the Creditors of Elizabeth F.S. Jarrell, be and they are hereby notified and directed to filed their claims against the said Elizabeth F.S. Jarrell, trust estate with vouchers thereto, with the Clerk of the Circuit Court for Kent Co., on or before the 9th day of June, in the year nineteen hundred and twenty four; provided that a copy of this order be inserted in a newspaper printed and published in Kent County once in each of four successive weeks before the 9th day of May next.

Lewin W. Wickes.

True Copy: Test: Robert R. Ayres, Clerk.

Chestertown, Md. Sept. 4, 1925.

It is hereby certified that the annexed Order was advertised in the Chestertown Transcript, a weekly newspaper printed and published at Chestertown, in Kent County, Md., once in each of four successive weeks before the 9th day of May, 1925, and was inserted and published on April, 5, 12, 19, 26 and May 3, 1924.

R. H. Collins & Son,
Editors.

PETITION TO SELL PROPERTY.
(filed April 2, 1924).

In the matter of the Trust Estate of Elizabeth F. S. Jarrell. : In the Circuit Court for Kent County, In Equity No. 2269.

To the HoNorable, the Judges of said Court:-

The PetitioN of William S. CollinNs, Trustee of Elizabeth F. S. Jarrell, most respectfully shows uNto your Honors:-

That in pursuance of an order passed by this Honorable Court appointing James B. Brown of W. Irving Walker of Queen Anne's County for appraisers for the purpose of appraising the property belonging to the trust estate of Elizabeth F.S. Jarrell, that the said property has been appraised and amounts to the sum of $88,460.00 as shown by the appraisement filed in these proceedings.

And that the property so appraised consists of personal and real property, some located in Kent County and some located in Queen Anne's County, but all of which is included in the aforesaid appraisement.

And that it is the belief and opinion of the Trustee that it would be best for all concerned that this property be converted into cash eitherrat public or private sale.

Wherefore your Petitioner prays this Honorable Court to pass an order authorizing and directing him to sell and dispose of the said real property at public auction upon such terms as the Court may direct and that failing then at private sale for the best price obtainable subject to the ratification of this Court. And that your Trustee may be authorized to sell the personal property contained in said advertisement at public or private sale upon such terms as may be prescribed by this Honorable Court and the terms of sale to be cash.

All of which is most respectfully submitted.

Wm. S. Collins
Trustee of Elizabeth F.S. Jarrell.

ORDER OF COURT.

(filed April 2, 1924).

The aforegoing Petition having been read and considered it is thereupon this 31st day of March in the year nineteen hundred and twenty four, ordered by the Circuit Court for Kent County in Equity that William S. Collins, as Trustee of the trust estate of Elizabeth F. S. Jarrell, be and he is hereby ordered and directed to convert the real property of the said Elizabeth F. S. Jarrell trust estate into cash at public auction after giving twenty one days notice of the time and place of sale in some newspaper published in the county where said real estate is located and upon failure to sell at public auction then to sell at private sale subject to the ratification of this Court. The terms for the same of the real estate to be ten per cent cash on day of sale, forty per cent upon ratification of sale and the balance of the purchase money together with interest on the deferred payment to be paid on the first day of December, 1924, All taxes unpaid to December 31, 1923, to be paid out of the purchase money, but the purchaser to pay taxes for 1924 and all costs incident to the transfer of title including revenue stamps and all other costs.

And it is further ordered that the said William S. Collins as Trustee of the estate of Elizabeth F.S. Jarrell be and he is hereby authorized to sell the personal property including in the appriasement filed in these proceedings at either public or private sale and for cash subject to the ratification of this court.

Lewin W. Wickes.

PETITION OF TRUSTEE FOR SALE OF FARMS.
(filed May 12, 1925).

In Re Trust Estate of : In the Circuit Court for Kent

Elizabeth F. S. Jarrell : County, Maryland, in Equity, No. 2269.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Wm. S. Collins, respectfully represents:-

1st. That he has duly quailified as Trustee in the above entitled case.

2nd. That included in the Trust estate is a tract of land known as "Bostwick Tract", containin 78 acres of land; the "Faulkner Farm", containing 99 acres of land; the "Brinkley" or "Back" farm, containing 191 acres of land, all of which are located in Queen Anne's County, State of Maryland, and are unincumbered by mortgage, but subject to various judgment liens.

Your Trustee respectfully asks that an order be passed by this Court for the sale of the said real estate free of all incumbrances, the proceeds to be distributed among the creditors according to their legal and equitable priorities.

3rd. That the Trust Estate also includes the "Comegys Cosden Farm" of 330 acres; the "Kibler Farm" of 245 acres, and the "Catlin Farm" of 175 acres, situated in Queen Anne's County, Maryland, which said three farms are included in a mortgage to the Kent County Savings Bank for $16,000.00 dated August 5th. 1921, no interest on said mortgage now being in arrear.

Trust Estate also includes the "Steven" or "Perry Brown" Farm containing 208 acres, situated in Queen Anne's County, Maryland, subject to mortgage of $5000.00 to Emma Rolph and no mortgage interest now in arrear.

Trust Estate also consists of the "Crumpton Farm" containing 154 acres, and the "Livingston Castle" farm, containing 140 acres, situated in Queen Anne's County, Maryland, and also the detached tract consisting of 31 acres, which said two farms and said detached tract are included in a mortgage to Mollie Busteed for $10,000.00, no interest on said mortgage now being in arrear.

Your Trustee respectfully asks that an Order be passed by this Court for the sale of the said above mortgaged real estate to be sold free and clear of the said mortgages, by and with the consent of the said mortgagees; and also freemfrom all other liens, the proceeds of sale over and above the mortgage indebtedness and costs to be distributed among the creditors according to their legal and equitable priorities.

As in duty bound, etc.

Herbert E. Perkins
Attorney.

Wm. S. Collins,
Trustee.

STATE OF MARYLAND, KENT COUNTY, to wit:-

I hereby certify that on this 20 day of April, 1925, before me, the Subscriber, a Notary Public for the State of MarylaNd, in and for Kent County aforesaid, personally appeared Wm. S. Collins and made oath in due formof law that the matters and things in the aforegoing Petition are true and correct to the best of his knowledge.

NOTARIAL SEALS PLACE.

Mary E. Anderson,
Notary Public.

ORDER OF COURT.
(filed May 12, 1925).

ON the aforegoing Petition and Affidavit, it is ordered by the Circuit Court In Equity, for Kent County, Maryland, this 5th day of May, 1925, that the said Wm. S. Collins, Trustee is hereby authorized and empowered to sell the real estate described in paragraph two and be sold at Public Sale free of all incumbrances, the proceeds to be distributed among the Creditors according to their legal and equitable priorities.

And it is further ordered that the said Trustee is authorized and empowered to sell the real estate described in paragraph three, and be sold at Public Sale, free, and clear of the said mortgages, by and with the consent of the said Mortgagees, being first obtained, and also free from all other liens, the proceeds of sale over and above

the mortgage indebtedness and costs to be distributed among the creditors according to their legal and equitable priorities.

Lewin W. Wickes.

CONSENT OF MORTGAGEE TO SELL CLEAR OF MTG.
(filed May 12, 1925).

Centreville, Md., May 5th, 1925.

In pursuance of Order of Court passed May 5th. 1925, in case of Trust Estate of Elizabeth F. S. Jarrell No. 2269, IN Equity, providiNg that the real estate iNcluded in the mortgage to Mollie G. Busteed for $10,000.00 be sold at public sale clear of the mortgage incumbrance and other liens by the Trustee, by and with the consent of the mortgagee; the consent of the mortgagee is hereby given for a sale clear of the mortgage incumbrance; provided, that the said property be sold at such price first consented to and approved by said mortgagee.

Chas. A. Busteed, Agent
for Mollie G. Busteed, mortgagee.

REPORT OF SALE.
(filed June 8, 1925).

In the Trust Estate of	:	In the Circuit Court for Kent County,
Elizabeth F. S. Jarrell.	:	Maryland, in Equity No. 2269.

To the Honorable, the judges of said Court;-

The report of Wm. S. Collins, Trustee, in the Deed of Trust from the said Elizabeth F. S. Jarrell.

That your Trustee by Order of Court passed May 5th. 1925 was authorized to sell the hereinafter described real estate at public sale, free of all incumbrances and the proceeds of sales to be distributed among the creditors, according to their legal and equity priorities.

That having given bond and having complied with all the other prerequisites, 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, a weekly newspaper published in Queen Anne's County, Maryland, and the Chestertown Transcript, a weekly newspaper published in Kent County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door in Centreville, on 2nd. day of June, 1925, at 2 o'clock p.m. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered first, to the highest bidder the tract or parcel of land known as the Bostick Tract, situated in the 7th Election District of Queen Anne's County, Maryland, on the road leading from Round Top to Deep Landing, adjoining the lands of Charles H. Jefferson, and others, containing 78 acres of land, more or less, with no improvement in the way of buildings, and the first parcel described in said advertisement and your trustee sold the said Bostick tract to John Squires for the sum of one thousand ($1000.00) dollars, he being at that sum the highest bidder therefor, and the terms of said sale having been complied with.

That your Trustee next offered the tract known as the Faulkner farm, near McGinnis Corner, in the 7th Election District of Queen Anne's County, Maryland, on the road leading from Chestertown to McGinnis Corner adjoining the lands of Samuel Wallen, and described in the advertisement as tract No. 3 as coNtaining 99 acres of land, more or less.

That after the advertisement your Trustee learned that a field of about 29 acres included in the adjoining farm or tract of land had been taken from said adjoining farm and included in the Faulkner Farm, which made this tract called the Faulkner farm contain 128 acres of land, instead of 99 acres of land. This was announced and make known on the day of the public sale and was accordingly sold as containing 128 acres of land, instead of 99 acres of land.

And your said Trustee sold same to Wesley Holden at and for the sum of two thousand and nine hundred ($2900.00) dollars, he being at that sum the highest bidder therefore, and the terms of said sale having been complied with.

That your Trustee next offered the tract known as the Brinkly or Back Farm, situated in the 7th Election District of Queen Anne's County, Maryland, on the road leading from Round Top to Deep Landing, adjoining the lands of Charles H. Jefferson and others, and described in the advertisement as tract No. 2 as coNtaining 191 acres of land, more or less.

That after the advertisement your Trustee learned that a field of about 29 acres included in this tract had been taken from it and included and farmed in the adjoining tract called the Faulkner farm, thus leaving in the Back Farm 162 acres instead of 191 acres as advertised. This was announced and made known on the day of the public sale and was accordingly sold as containing 162 acres of land, instead of 191 acres of land,

And your said Trustee sold same to Wesley Holden at and for the sum of three thousand ($3,000.00) dollars, he being at that sum the highest bidder therefore, and the terms of said sale having been complied with.

Herbert E. Perkins
Atty. for Trustee.

Wm. S. Collins
Trustee.

STATE OF MARYLAND, KENT COUNTY, to wit:-

I hereby certify that on this day of June, 1925, before me, the Subscriber, a Notary Public of the State of MarylaNd, in and for Kent County aforesaid, personally appeared Wm. S. Collins, Trustee, and made oath in due form of law that the matters and things in the aforegoing Report of Sale are true and correct to the best of his knowledge and belief, and that the sales therein reported were fairly made.

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$ NOTARIAL $
$ SEALS $
$ PLACE. $
$$$$$$$$$$$$$$

Mary E. Anderson,
Notary Public.

CERTIFICATE OF ORDER NISI
(filed Aug. 18, 1925)

In the matter of the Trust Estate of Elizabeth F.S. Jarrell : In the Circuit Court for Kent County in Equity No. 2269.

ORDERED, this 8th day of June, 1925, by the Circuit Court for Kent County in Equity, that the sale of the Real Estate mentioned in these proceedings was made and reported by William S. Collins, Trustee under and by virtue of Order of the Circuit Court for Kent County, dated May 5th,1925 be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of August next; provided a copy of this order be inserted in some newspaper printed and published in Kent County, once in each of four successive weeks before the 13th day of July, next.

The Report states the amount of sales to be $6900.00.

True Copy, Robert R. Ayres. Clerk.
Test: Robert R. Ayres. Clerk.

Chestertown, Md. Aug. 14, 1925.

It is hereby certified that the annexed Order Nisi was advertised iN the Chestertown Transcript, a weekly newspaper printed and published at Chestertown, in Kent County, Md., once in each of three successive weeks before the 13th day of July, 1925, and was inserted and published on June 13, 20, 27 and Aug. 1, 1925.

R. H. Collins & Son,
Editors.

CERTIFICATE OF ADVERTISEMENTn
(filed June 8, 1925).

The undersigned, Wm. S. Collins, Trustee in the Trust Estate of Elizabeth F. S. Jarrell, by virtue and in pursuance of the power of sale contained in the Deed of Trust from Elizabeth F.S. Jarrell to the said Trustee, and also by authority of an Order of Court passed 5th day of May, 1925, will offer at public auction to the highest bidder in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on Tuesday, June 2, 1925, beginning at the hour of two o'clock P.M., a part of the Trust property consisting of FIRST. The tract or parcel of land known as the "Bostick Tract", situated in the 7th Election District of Queen Anne's County, Maryland, on the road leading from Round Top to Deep Landing, adjoining the lands of Charles H. Jefferson and others, containing 78 acres of land more or less, with no improvements in the way of buildings. SECOND. All that tract or parcel of land known as the "Brinkly or Back Farm" situated in the 7th Election District of Queen Anne's County, Maryland, on the road leading from Round Top to Deep Landing, adjoining thelands of Charles H. Jefferson and others, containing 191 acres of land, more or less. The Improvements consists of a Frame two and a half story dwelling house, also a silo, large cow stable, barn, stable and other outbuildings, all in good repair. THIRD All that tract or parcel of land known as the "Faulkner Farm" near McGinnis

Corner, in the 7th Election District of Queen Anne's County, Maryland, on the road leading from Chestertown to McGinnis Corner, adjoining parcel No. 2, aNd the lands of Samuel Wallen, containing 99 acres of land, more or less. The improvements consist of frame dwelling, stable, granary and other outbuildings in fair repair. The above famrs will be sold free and clear of incumbrances, the landlord's share of the wheat and rye crops are reseved and the purchaser to pay the Landlord's share of fertilizer, etc. of the remaining crops.

TERMS OF SALE:- One-third of the purchase money to be paid in cash on the day of sale, and the balance of the purchase money to be paid in cash equal installments, payable respectively in six and twelve months from the day of sale with interest, properly secured; or the whole purchase money may be paid in cash at the option of the purchaser. All title papers, including revenue stamps, at the expense of the purchaser.

Wm. S. Collins, Trustee.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the trust estate of Elizabeth F. S. Jarrell, 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 May 7th, 1925, before the 2nd day of June in the year 1925.

The Centreville Record Publishing Co.,

By W.H. Brown, Jr.

FINAL ORDER OF RATIFICATION.
(filed Aug. 25, 1925).

Ordered by the Circuit Court for Kent County, In Equity, this 24th day of August, 1925, that the sales made and reported by Wm. S. Collins, the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by 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.

STATE OF MARYLAND, KENT COUNTY, to wit:-

I do hereby certify that the aforegoing is a true copy of the above entitled papers as filed in Re. Trust Estate of Elizabeth F. S. Jarrell No. 2269 as the same remain on file and of record in this Court.

SEAL'S PLACE.

IN TESTIMONY WHEREOF, I hereunTo set my hand and affix the Seal of the Circuit Court for County and State aforesaid, this 5th day of September, 1925.

Robert R. Ayres, Clerk.

Certified Copy of Second and
Third Reports of Sale.
Filed Nov. 19th. 1925.

(Continuation of case of In the Trust Estate of Elizabeth F.S. Jarrell).

SECOND REPORT OF SALE.

(Filed Aug. 18, 1925).

In the Trust Estate of Elizabeth F.S. Jarrell	In the Circuit Court for Kent County Maryland, In Equity, No. 2269.

To the Honorable, the Judges of said Court:

The Report of Wm. S. Collins, Trustee in the Deed of Trust from said Elizabeth F.S. Jarrell, respectfully represents:

That your Trustee by Order of Court passed May 5th. 1925, was authorized to sell the hereinafter described real estate at public sale free and clear of the mortgage thereon by and with the consent of the said mortgagee first obtained, and also free of all other liens, and the proceeds of sale over and above the mortgage indebtedness and cost be distributed among the creditors according to their legal and equitable priorities.

That the consent of Mollie G. Busteed, Mortgagee, for sale by the Trustee clear of the mortgage incumbrance was given as per written consent filed in these proceedings.

That having given bond and having complied with all the other prerequisites, 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, a weekly newspaper published in Queen Anne's County, Maryland, and the Chestertown Transcript, a weekly newspaper published in Kent County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door in Centreville, on 16th day of June, 1925, at 2 o'clock P.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered to the highest bidder the tract or parcel of land known as the Crumpton or Sweet Potato Farm, situated in the Seventh Election District of Queen Anne&s County, Maryland, on the road from McGinnis Corner to Crumpton, and containing 154 acres of land, more or less, and being the second parcel of land described in the said advertisement, and the highest bid received was two thousand ($2000.00) dollars, which your Trustee deemed inadequate and withdrew the same with announcement that same could be purchased from him at private sale.

After making diligent effort your Trustee was unable to procure a higher offer than $2050.00 and at that sum he sold at private sale the same to Robert H. Ferrell, after first having obtained the consent and approval of the mortgagee as required, and the terms of said sale have been complied with.

Wm. S. Collins, Trustee.

Herbert E. Perkins,

Atty. for Trustee.

State of Maryland, Kent County, to wit:

I hereby certify that on this 18 day of August, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Wm. S. Collins, Trustee, and made oath in due form of law that the matters and things in the aforegoing Report of Sale are true and correct to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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$ NOTARIAL $
$ SEALS PLACE. $
$$$$$$$$$$$$$$$$$

Mary E. Anderson

Notary Public.

The Mortgagee hereby coNsents to the sale as above reported by Wm. S. Collins, Trustee.

Chas. A. Busteed

Agt. for Mollie G. Busteed, Mtgee.

CERTIFICATE OF ADVERTISEMENT

(Filed Oct. 28, 1925).

TRUSTEE'S SALE OF VALUABLE FARMS IN THE SEVENTHNELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MarylaNd.

The undersigned, Wm. S. Collins, Trustee in the Trust Estate of Elizabeth F.S, Jarrell, by virtue and in pursuance of the power of sale contained in the Deed of Trust from Elizabeth F.S. Jarrell to the said Trustee, and also by authority of an Order of Court passed 5th. day of May 1925, will offer at public auction to the highest bidder in front of the Court House door in Centreville, Queen Anne's County, Maryland, on Tuesday, June 16, '25 beginning at the hour of 2 o'clock P.M. a part of the Trust property consisting of,

FIRST

All that tract or parcel of land known as the Stevens or Perry Brown Farm, situated in the 7th Election District of Queen Anne's County, Maryland, on the public road leading from McGinnis corner to Centreville, adjoining the property of Samuel Logan and Joel T. McGinnis, containing 208 acres of land, more or less. Improved by a Frame Dwelling, a large cow stable, granary, stable, and other outbuildings in good repair.

SECOND

All that tract or parcel of laNd known as the Crumpton or Sweet Potato Farm, situated in the 7th Election District of Queen Anne's County, Maryland, on the road from McGinnis Corner to Crumpton and containing 154 acres of land, more or less. Improved by a Frame Dwelling, stable and granary combined and other out-buildings.

THIRD.

All that tract or parcel of land known as Livingston Castle Farm situated in the 7th Election District of Queen Anne's County, Maryland, on the road from Crumpton to Chestertown Road, near Union School House, adjoins the lands of the heirs of Dr. B.S. Ford, and containing 140 acres of land, more or less. Improved by a Large Dwelling, good cow stable, horse stable, barn and other out-buildings. This tract contains about four acres of good asparagus which is in fine condition.

FOURTH

All that tract or parcel of land situated in the 7th Election District of Queen Anne's County, Maryland, on the road from Chestertown to Crumpton, surrounded by the Klinefelter lands, and unimproved, containing 31 acres of land, more or less.

The above farms will be sold free and clear of incumbrances, the landlord's share of the wheat crop and pea crop are reserved, and the purchaser to pay the landlord's share of fertilizer, etc., of the remaining crops.

TERMS OF SALE:- One-third of the purchase money to be paid in cash on the day of sale, and the balance of the purchase money to be paid in two equal installments, payable respectively in six and twelve months from the day of sale with interest, properly secured; or the whole purchase money may be paid in cash at the option of the purchaser.

All title papers including Revenue stamps at the cost of the purchaser.

Wm. S. Collins, Trustee

Chestertown, Md., Oct. 27, 1925.

It is hereby certified that the annexed advertisement of sale was published in the Chestertown Transcript, a weekly newspaper printed and published in Chestertown, in Kent County, Maryland, for at least three successive weeks before the 16th. day of June 1925, and the same was inserted and published on May 16, May 23, May 30, June 6, June 13.

R. H. Collins & Son, Editors.

R.H. Collins, Jr.

CERTIFICATE OF ORDER NISI

(Filed Oct. 28, 1925).

In the matter of the Trust Estate of Elizabeth F.S. Jarrell.	( ) ( ) ( )	In the Circuit Court for Kent County In Equity No. 2269.

Ordered, this 18th day of August 1925, by the Circuit Court for KeNt CouNty, iN Equity, that the sale of the Real Estate mentioned in these proceedings, made and reported by William S. Collins, Trustee, under and by virtue of the authority conferred by Order of Circuit Court for Kent County, dated May 5th. 1925, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of October next: Provided a copy of this order be inserted in some newspaper printed and published in Kent County, once in each of four successive weeks before the 21st. day of September next.
The Report states the amount of sales to be $2050.00.

Robert R. Ayres, Clerk.

True Copy, Test:
Robert R. Ayres, Clerk.

Chestertown, Md., Oct. 24, 1925.

It is hereby certified that the annexed Order Nisi was advertised in the Chestertown Transcript, a weekly newspaper printed and published at Chestertown, in Kent County, Md., once in each of three successive weeks before the 21st. day of September, 1925, and was inserted and published on Aug. 29, Sept. 5, Sept. 12, Sept. 19.

R.H. Collins & Son, Editors.

R. H. Collins, Jr.

ORDER OF COURT RATIFYING SALE.

(Filed Oct. 29, 1925).

Ordered by the Circuit Court for Kent County, in Equity, this 29th. day of October, 1925, that the sales made and reported by Wm. S. Collins, the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by 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.

Lewin W. Wickes.

THIRD REPORT OF SALE
(Filed Sept. 9, 1925).

In the Trust Estate of Elizabeth F.S. Jarrell	In the Circuit Court for Kent County In Equity. No. 2269.

To the Honorable, the Judges of said Court:

The Report of Wm. S. Collins, Trustee in the Deed of Trust from said Elizabeth F.S. Jarrell, respectfully represents:

That your Trustee by Order of Court passed May 5th. 1925, was authorized to sell the hereinafter described real estate at public sale free and clear of the mortgage thereon by and with the consent of the said mortgagee first obtained, and also free of all other liens, and the proceeds of sale over and above the mortgage indebtedness and cost be distributed among the creditors according to their legal and equitable priorities.

That the consent of Mollie G. Busteed, Mortgagee, for sale by the Trustee clear of the mortgage incumbrance was given as per written consent filed in these proceedings.

That having given bond and having complied with all the other prerequisites, 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, a weekly newspaper published in Queen Anne's County, Maryland, and the Chestertown Transcript, a weekly newspaper published in Kent County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door in Centreville, on 16th. day of June, 1925, at 2 O'clock P.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered to the highest bidder the tract or parcel of land known as Livingston Castle Farm, situated in the Seventh Election District of Queen Anne's County, Maryland, on the road leading from Crumpton to Chestertown road, near Union School house, adjoins the lands of the heirs of Dr. B.S. Ford, and containing 140 acres of land, more or less, and being the third parcel of land described in the said advertisement; and not having received an adequate bid, the same was withdrawn, and announcement made it was held for private sale.

Also all that tract or parcel of land, situated in the Seventh Election District of Queen Anne's County, Maryland, on the road from Chestertown to Crumpton, surrounded by the Klinefelter lands, and umimproved, containing 31 acres of land, more or less, and being the fourth parcel of land described in the said advertisement; and not having received an adequate bid, the same was withdrawn, and announcement made it was held for private sale.

After diligent effort made both by your Trustee and the Mortgagee, the highest offer obtained was eight thousand ($8000) dollars, for both of said tracts of land, and at that sum was sold at private sale to John C. Smith, after having first obtained the consent and approval of the mortgagee as required, and the terms of said sale have been complied with.

Wm. S. Collins, Trustee.

Herbert E. Perkins.

Atty. for Trustee.

State of Maryland, Kent County, to wit:

I Hereby certify that on this 7 day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Wm. S. Collins, Trustee, and made oath in due form of law that the matters and things in the

aforegoing report of Sale are true and correct to the best of his knowledge and belief, and that the sale therein reported was fairly made.

NOTARIAL SEALS PLACE.

Mary E. Anderson

Notary Public.

CERTIFICATE OF ORDER NISI.

(Filed Nov, 14, 1925)

IN the matter of the Trust Estate of Elizabeth F.S. Jarrell	( ) ( ) (	In the Circuit Court for Kent County In Equity. No. 2269.

Ordered, this 9th. day of Sept. 1925 by the Circuit Court for Kent County in Equity, that the sale of the Real Estate designated in these proceedings as Parcels Nos. 3 and 4, made and reported by William S. Collins, Trustee, under and by virtue of the authority contained in order of the Circuit Court for Kent County, dated May 5th. 1925, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of November Next; provided a copy of this order be inserted in some newspaper printed and published in Kent County, once in each of four successive weeks before the 12th. day of October next.

The Report states the amount of sales to be $8000.00.

Robert R. Ayres, Clerk.

True Copy, test:

Robert R. Ayres, Clerk.

Chestertown, Md., Nov. 14, 1925.

It is hereby certified that the annexed Order Nisi was advertised in the Chestertown Transcript, a weekly newspaper printed and published at Chestertown, in Kent County, Md., once in each of four successive weeks before the 12th day of October 1925, and was inserted and published on Sept. 12, 19, 26 and Oct. 3, 1925.

R. H. Collins & Son, Editors.

The Mortgagee hereby consents to the sale as above reported by Wm. S. Collins, Trustee.

Chas. A. Busteed

Agent Mollie G. Busteed.

ORDER OF COURT RATIFYING SALE.

(Filed Nov. 16, 1925).

Ordered by the Circuit Court for Kent County, in Equity, this 16th. day of November, 1925, that the sale made and reported by Wm. S. Collins, the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appeares to have been given as required by the order nisi passed in said cause; and the Trustee is allowed the commissions provided for in the Deed of Trust and such proper expenses as he shall produce vouchers for to the Auditor.

Lewin W. Wickes.

State of Maryland, Kent County, to wit:

I hereby certify that the aforegoing is a true copy of the Second and Third Reports of Sales in the above entitled cause, as the same remain on file and of record in this Court.

Seal's Place.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for County and State aforesaid, this 18th. day of November IN the year 1925.

Robert R. Ayres, Clerk.

No. 2609 CHANCERY.

Queen Anne's County, to wit: Be it remembered that on the twenty-fourth day of July, in the year nineteen hundred and twenty five, the following Bill of Complaint was filed for record, to wit:

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

Cause NO.

Alfred Barratt, PLAINTIFF.

VERSUS

Alexander G. Cummins,
Clara B. Clapp,
Adele Hickman,
Susan McMichael,
Margaret C. Lea,
J. Agnes Cummins,
Albert W. Cummins,
A. Lee Cummins,
Mary Cummins,
John R. Cummins,
Beatrice Aileen Smith, DEFENDANTS.

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your Orator, complaining says:

1. That Mary C. Cavender, late of the town of Smyrna, Kent County, State of Delaware, deceased, was in her life time, seized and possessed in fee, of the following described land, to wit:

All that tract of land, situate, lying and being in Queen Anne's County, State of Maryland, in the First Election District, thereof, on both sides of the public road leading from Blanco in the State of Delaware to Sudlersville, in the State of Maryland, adjoining the lands of Clarence Man, Noble Boyer, E.C. GreeN, SolomoN Todd, Walter Hillyard, J.H. PearsoN aNd Brothers, J.E. Hurlock, C.S. Hurlock, Wessley McKnett and others, and containing three hundred and sixty two acres,one hundred and fifteen and two tenth square perches of land, more or less; being a part of the land described in a deed dated February 17th., 1866, and recorded in Liber S.E.D. No. 2, folio 247, A LaNd Record Book for QueeN Anne's County, aforesaid, from Henry A. Russell and others to Samuel M. Fisler, who was the father of the said Mary C. Cavender, and who by paragraph 4 of his last will and testament devised the same unto the said Mary C. Cavender, a certified copy of said deed, marked "Plaintiffs Exhibit No. 2" aNd a certified copy of said will marked "Plaintiffs Exhibit No. 1", are filed herewith as part hereof.

2. That beiNg so seized aNd possessed of said land, the said Mary C. Cavender, departed this life intestate, on or about the seventh day of May, in the year nineteen hundred and twenty four.

3. That the said Mary C. Cavender, at the time of her death as aforesaid left surviving her no husband, child, descendants, father, mother, brother, sister, descendants of a deceased brother, descendants of a deceased sister, and no grandfather nor grandmother.

4. That the said Mary C. Cavender, left surviving her at the time of her death as her nearest relatives and only heirs at law twelve persons each of whom bore to her the relation of first cousin and whose names and manner of relationship are as follows, to wit:

NAMES OF HEIRS:

(1) Alexander G. Cummins,	the son of Alexander G. Cummins, who was the son of John Cummins, the grandfather of Mary C. Cavender on her mother's side, said John Cummins being hereinafter referred to as "intestate's grandfather".
(2) Walter Cummins,	the son of George W. Cummins, who was the son of John Cummins, Intestate's grandfather.
(3) Your Orator,	who is the son of Martha Barratt, who was Martha Cummins, the daughter of John Cummins, Intestate's grandfather.
(4) Clara B. Clapp,	the daughter of Martha Cummins, mentioned above in sub-paragraph (3).
Adele Hickman,	the daughter of Martha Cummins, mentioned above in sub-paragraph (3).

(6) Susan McMichael, the daughter of David J. Cummins, who was the son of John Cummins, intestate's grandfather.

(7) Margaret C. Lea, the daughter of David J. Cummins, mentioned above in sub-paragraph (6).

(8) J. Agnes Cummins, the daughter of David J. Cummins, mentioned above in sub-paragraph (6).

(9) Albert W. Cummins, Son of David J. Cummins, mentioned above in sub-paragraph (6).

(10) A. Lee Cummins, son of Daniel Cummins, who was the son of John Cummins, intestate's grandfather.

(11) Mary Cummins, the daughter of John H. Cummins, the son of John Cummins, intestate's grandfather.

(12) John R. Cummins, the son of John H. Cummins, mentioned in sub-paragraph (11).

5. That upon the death of the said Mary C. Cavender, as aforesaid, seized and possessed of said land, the same descended unto her heirs at law enumerated in the preceeding paragraph, as tenants in co-parcenary, in equal parts, and they took said land from her capita and not per stirpes.

6. That the said Walter Cummins, mentioned above in sub-paragraph (2) of paragraph 4, by his deed bearing dated June 16, 1924, and now duly recorded in Liber B.H.T. No. 3, folio 578 etc., a land record book of Queen Anne's County aforesaid, conveyed all his "Undivided share, estate right, title and interest of, in and to" the land hereinbefore described unto the said Beatrice Aileen Smith, as will appear from a certified copy of said deed, marked "Plaintiff's Exhibit A", filed herewith as part hereof.

7. That the said land is now owned in fee by the parties to this bill in the following proportions, to wit:

(1) By the said Alexander G. Cummins, to the extent of one undivided twelfth part;
(2) By the said Beatrice Aileen Smith, to the extent of one undivided twelfth part;
(3) By Your Orator, the said Alfred Barratt, to the extent of one undivided twelfth part;
(4) By the said Clara B. Clapp, to the extent of one undivided twelfth part;
(5) By the said Adele Hickman, to the extent of one undivided twelfth part;
(6) By the said Susan McMichael, to the extent of one undivided twelfth part;
(7) By the said Margarte C. Lea, to the extent of one undivided twelfth part;
(8) By the said J. Agnes Cummins, to the extent of one undivided twelfth part;
(9) By the said Albert W. Cummins, to the extent of one undivided twelfth part;
(10) By the said A. Lee Cummins, to the extent of one undivided twelfth part;
(11) By the said Mary Cummins, to the extent of one undivided twelfth part;
(12) By the said John R. Cummins, to the extent of one undivided twelfth part;

8, That All the parties to this bill of complaint are over the age of twenty one years, and all are non-residents of the State of Maryland, the places of residence of the said parties being as follows, to wit:

(1) That of Alexander G. Cummins; Poughkeepsie, New York.
(2) That of Beatrice Aileen Smith; #95 High Street, London, Ontario, Canada.
(3) That of Alfred Barratt (Your Orator); The Gladstone; 11th. & Pine Streets, Phila, Pa.
(4) That of Clara B. Clapp; #1908 Walnut Street, Phila. Pa.
(5) That of Adele Hickman; #2007 Chestnut Street, Phila. Pa.
(6) That of Susan McMichael; #2039 Delancey Street, Phila. Pa.
(7) ThaT of Margaret C. Lea; Hotel Schenley, Pittsburg, Pa.
(8) That of J. Agnes Cummins, Smyrna, Delaware.
(9) That of Albert W. Cummins; #2407 Delaware Avenue, Wilmington, Delaware.
(10) That of A. Lee Cummins, Smyrna, Delaware.
(11) That of Mary Cummins, Smyrna, Delaware.
(12) That of John R. Cummins, #633 Plum Street, Cincinnati, Ohio.

9. That the said land cannot be divided without loss or injury to the said parties interested therein and owning the same as set forth in paragraph 7 of this bill and your orator is advised that he is entitled to have said land sold under a decree of this Honorable Court and a division of the money arising from such sale had among the said parties according to their respective rights.

10. To the end, therefore,

(1) That a decree may be passed for the sale of the said real estate.
(2) That the proceeds of said sale may be distributed between your orator and the other parties to this bill, according to their rights and interest.
(3) That your orator may have such other and further relief as his case may require.

May it please Your Honors to grant unto your orator, the order of publication giving notice to the said Alexander G. Cummins of Poughkeepsie, New York, Beatrice AileeN Smith, 95 High Street, London, Ontario, Canada; Clara B. Clapp, 1908 Walnut Street, philadelphia, Pennsylvania, Adele Hickman, 2207 Chestnut Street, Philadelphia, Pennsylvania, Susan McMichael, 2039 Delancy Street, Philadelphia, Pennsylvania, Margaret C. Les, Hotel Schenley, Pittsburg, Pennsylvania, J. Agnes Cummins, Smyrna, Delaware; Albert W. Cummins, 2407 Delaware Avenue, Wilmington, Delaware; A. LeesCummins, Smyrna, Delaware; Mary Cummins, Smyrna, Delaware; John R. Cummins, 633 Plum Street, Cincinnati, Ohio; all of whom are non-residents of this State, of the object and substance of this bill, and warning them to be and appear in this Court in person or by Solicitor, on or before a certain day tobe named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

AND AS IN DUTY BOUND, YOUR ORATOR, etc.

J. H. C. Legg
Solicitor for Plaintiff.

Certified Copy of Deed.
Plaintiffs' Exhibit "A".
Filed July 24th. 1925.

#11,364. Q U E E N A N N E'S C O U N T Y, TO WIT: Be it remembered that on the sixth day of July, in the year nineteen hundred and twenty five, the following Deed was brought to be recorded, to wit:-

THIS INDENTURE, made the sixteenth day of June, in the year of our Lord, one thousand nine hundred and twenty four. BETWEEN Walter Cummins and Susanna M. Cummins, his wife, of the City of London, in the Province of Ontario and Dominion of Canada, parties of the first part, and Beatrice Aileen Smith of the said City of London, party of the second part;

WITNESSETH, that the said Walter Cummins and Susanna M. Cummins, for and in consideration of the sum of one thousand dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, HAVE AnD EACH OF THEM HATH granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents DO AND EACH OF THEM DOTH grant, bargain, and sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, all my undivided share, estate, right, title and interest of, in and to each and every of the following described lands and tenements;

No. 1. That certaiN farm iN Kent County and State of Delaware adjoining lands of Lewis M. Price, the lands late of Benjamin A. Hazel and lands of others and containing one hundred and sixty (160) acres of land more or less. It being the same lands of which, among other lands, Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware died seized.

2. That certain farm in Kent County and State of Delaware adjoining lands of Jackson Snow, lands of G. Frank Gootee and lands of others and containing one hundred and ninety (190) acres of land more or less. It being the same lands of which, among other lands, Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware, died seized.

3. That certain farm situated near Blanco in the State of Delaware adjoining lands of Anna Pierce, lands of Walter Hilyard and lands of others, be the contents what they may. It being the same lands of which among other lands, Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware died seized.

4. That certain farm in Kent County and State of Maryland adjoining lands of Nobel Boyer, lands of Edward Greene, lands of Harry Clark and lands of others, be the contents what they may. It being the same lands of which, among other lands, Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware died seized.

5. Allthat certain parcel of land with the buildings thereon erected being the hotel property known as the Delaware House situated on Main Street in the town of SMYRNA, Kent County and State of Delaware. It being the same lands of which, among other lands, Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware died seized.

6. All that certain messuage,, lot and parcel of land, lying on Main Street in the town of Smyrna, Kent County and State of Delaware and being the home or place of residence of the late William T. Cavender, at the time of his death and of the late Mary Caroline Cavender at the time of her death. It being the same lands of which among other lands, Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware died seized.

7. That certain other messuate, lot and parcel of land lying on Main Street in the town of Smyrna, Kent County and State of Delaware, and adjoining parcel No. 6 hereinbefore described. It being the same lands of which among other lands, Mary Caroline Cavender, late of the town of Smyrna in Kent County and State of Delaware, died seized.

8. All that certain store property being the lot and store house lying on Main Street in the town of Smyrna, Kent County and State of Delaware. It being the same lands of which, among other lands, Mary Caroline Cavender late of the town of Smyrna, in Kent County and State of Delaware died seized.

9. That certain lot of land lying on East Street in the town of Smyrna, Kent County and State of Delaware, containing five acres of land, more or less. It being the same lands of which among other lands, Mary Caroline Cavender, late of the town of Smyrna in Kent County and State of Delaware, died seized.

The several farms, lots and parcels of land aforesaid being the same lands and tenements whereof Mary Caroline Cavender late of the town of Smyrna in Kent County and State of Delaware deceased, died seized in her demesne as of fee and which upon her death descended to her heirs-at-law, the above named Walter Cummins being one of such heirs.

AND ALL AND SINGULAR the buildings, improvements, fixtures, ways, woods, waters, watercourses, easements, rights, liberties, privileges, hereditaments and appurtenances to the said several farms, lots and parcels of land and messauges belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issued and profits thereof, and all the estate, right, title, interest, property, claim, demand and possibility whatsoever of them the said Walter Cummins and Susanna M. Cummins and of each of them, at law or in equity, of, to, in, or out of the same, and every part and parcel thereof, to have and to hold the lands and premises hereby bargained and sold, or intended to be, with the appurtenances, unto the said Beatrice Aileen Smith, party of the second part, to and for the only proper use, benefit, and behoof of her the said party of the second part.

And the aforesaid Walter Cummins for and in consideration of the further sum of two hundred dollars, lawful money as aforesaid to him in hand paid by the aforesaid party of the second part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Hath sold, assigned, transferred and set over and by these presents doth sell, assign, transfer and set over unto the said party of the second part All the share, portion, right, and interest of the said Walter Cummins of, in and to the personal estate of which Mary Caroline Cavender late of the town of Smyrna in Kent County and State of Delaware was possessed or to which she was entitled at the time of her death;

And the said Walter Cummins doth hereby authorize, empower and direct the personal representatives of the said Mary Caroline Cavender to pay over and deliver unto the said Beatrice Aileen Smith, party of the second part, all sums of money or other personal property which the said Walter Cummins as one of the next of kin, or distributees of the personal estate of the said Mary Caroline Cavender would be entitled.

IN WITNESS WHEREOF, the said Walter Cummins, and Susanna M. Cummins, have hereunto respectively set their hands and seals the day and year first herein written.

Signed, sealed and delivered in the presence of

George F. Copeland.

Phyllis Quick.

Walter Cummins. (SEAL)

Susanna M. Cummins (SEAL)

DOMINION OF CANADA
PROVINCE OF ONTARIO
MUNICIPALITY OF LONDON
CONSULATE OF THE UNITED STATES OF AMERICA: SS.

BE IT REMEMBERED, that oN this sixteenth day of June, in the year of our Lord, one thousand nine hundred and twenty four, before me, a Vice Consul of the United States of America at London, Canada, duly appointed, personally came at my official residence, Walter Cummins and Susanna M. Cummins, his wife, parties to the foregoing Indenture, known to me personally to be such, and severally acknowledged the said Indenture to be their act and deed respectively, at my said official residence; and that the said Susanna M. Cummins being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Indenture willingly, without compulsion, or threats, or fear of her husband's displeasure.

Given under my hand and official seal the day and year aforesaid.

Seal of American Consulate.
One two dollar Int. Rev. stamp, endorsed: American Consulate.

Fee No. 189.
$2.05

ONe oNe dollar INt. Rev. Stamp, eNdorsed :X

Charles E. B. Ruyers
Vice Consul of the United States of America, London, Ontario, Canada.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 3, folio 578 etc. a land record book for Queen Anne's County.

$$$$$$$$$$$$
$ SEAL'S $
$ PLACE. $
$$$$$$$$$$$$

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 6th. day of July, in the year 1925.

B. Hackett Turner, Clerk.

Plaintiffs' Exhibit "No. 1".
Filed July 24th. 1925.

This is the last Will aNd TestameNt of Samuel M. Fisler of Smyma, Kent County and State of Delaware.

I, Samuel F. Fisler of Smyma, Kent County and State aforesaid, do make and publish this my last will and Testament in manner and form following.

First, I give and devise to my wife, Susan H. Fisler, all that farm or tract of land with the improvements and appurtenances situated in Snow's Nck, Duck Creek Hundred and State of Delaware, on which John C. Farrow now lives, adjoining lands of late Nathan Farrow, deceased, and others, And also all that Two story Brick dwelling house and lot or ground and premises where I now reside situated in the Town of Smyma aforesaid for and during the term of her natural life in lieu of Dower or Thirds in or out of my real estate, and from and immediately after the death of my said wife, Susan H, I give and devise all the said farm or tract of land with the improvements and appurtenances and also the two story brick dwelling House and lot of ground and premises unto my daughter Mary Caroline Fisler, her heirs and assigns forever.

Item. I give and devise unto my sisters, Jane M. Mulford and Caroline Fisler of the City of Camden and State of New Jersey, for aNd during the joint lives of my said sisters and the life of the survivor of them, all that Three story Brick Messuage and Dwelling House and lot or parcel of land and premises with the appurtenances and improvements situate on the south side of Federal Street above Fifth Street in the said City of Camden, and being the same House and premises where my said sisters now reside, and also being the same Messuate House and lot of ground and premises which I purchased of Walter B. Miller and wife, and from and immediately after the decease of my said sisters, Jane M. Mulford and Caroline Fisler, I give and devise the said Messuage and Dwelling house and lot or parcel of land and premises with the improvements and appurtanances, unto my niece Emma D. Broome, wife of Jonathan J. Broome of Orange, Essex County and State of New Jersey, her heirs and assigns forever.

Item 3rd. I give and devise all that Three story Brick Dwelling House and Two Story Brick Office adjoining and lotof land and premises now in the occupancy of my brother Lorenzo F. Fisler, with the improvements and appurtenances (being the same house and lot and premises which I purchased of Jonathan Hawkins and wife, situated on the northern side of Federal Street above Fifth Street in the said City of Camden) unto my said brother Lorenzo F. Fisler and to his heirs and assigns forever.

Item 4th. I give and devise unto my aforesaid daughter Mary Caroline Fisler her heirs and assigns forever, all the rest and residue of my lands and Real Estate with improvements and appurtenances situated in Duck Creek Hundred, Kent County and State of Delaware and also my lands and Real Estate with improvements and appurtenances situated in Queen Anne's County in the State of Maryland.

Item 5th. I give and bequeath to my said daughter Mary Caroline the sum of Fifteen Thousand Dollars to be paid in six months after my death without interest in the meantime.

Item 7th. I give and bequeath to my aforesaid sister, Jane M. Mulford the sum of Two Thousand dollars, to be paid in six months after my deceased without interest as aforesaid.

Item 8th. I give and bequeath to my said wife, Susan Hale, the household goods, furniture, and silver contained in the House where I now live as and for her own absolute property.

Item 9th. I give and bequeath the rest and residue of my personal Estate, after payment of the above legacies, to my wife, Susan H. and to my said daughter Mary Caroline their Executors, and administrators equally to be divided between them.

Lastly- I do hereby nominate,constitute and appoint my said wife Susan H. and my said daughter Mary Caroline the Executrixes of this my last Will and Testament, hereby declaring this and this only to be my last Will and Testament and I do hereby revoke and annul all other and former wills by me at any time heretofore made, In witnesses whereof I, Samuel M. Fisler the Testator have to this my last Will and Testament set my hand and seal this Twenty Third day of July in the year of our Lord one Thousand, Eight Hundred and Sixty-seven.

Saml. M. Fisler (SEAL)

Signed, sealed, published, pronounced and declared by Samuel M. Fisler, the Testator, as and for his last Will and Testament, in the presence of us, who in his presence at his request, and in the presence of each other, have hereunto subscribed our names as witnesses.

J.D. Hamilton.

Nath. D. Wilds.

J. E. ClamsoN.

State of Delaware

KeNt County, SS. I, Moses Harrington, Reg. of Wills in and for Kent County, do certify that the above and aforegoing is a true and perfect copy of the last will and Testament of Samuel M. Fisler as the same is on file and of Record in the Office of Register of Wills in and for said County, asswitness my hand and seal of Office this the 27th day of May, A.D, 1870.

M. Harrington Reg--

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 the Record of the last Will and Testament of Samuel M. Fisler, with probates attached, as filed and passed in this office on and recorded in Liber S.T.H. No. 1, folio 515, etc., iN the Orphans' Court for Queen Anne's County, Maryland.

SEAL'S PLACE.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 7th day of July, 1925.

William T. Bishop
Register of Wills for Queen Anne's County, Maryland.

Plaintiffs' Exhibit "No. 2".
Filed July 24th. 1925.

Queen Anne's County, to wit: Be it remembered that on this 28th. day of March, in the year one thousand eight hundred and sixty six, the following Deed was brought to be recorded, to-wit:

A.A.R. M.
A.R. T.J.L.
W.S.L. D.J.C.
J.P.C. Feby 17
1866.

Int. Revenue
10 dollars.

A.A.R. M.
A.R. T.J.L.
W.S.L. D.J.C.
J.P.C.
Feby. 17" 1866
$2.00

A.C.R. M.
A.R. T.J.L.
W.S.L. D.J.C.
J.P.C.
Feby. 17" 1866
$2.00

THIS INDENTURE, made This seveNteeNth day of February, iN the year of our Lord one thousand eight hundred and sixty six between Henry A. Russell of the City of Philadelphia, and State of Pennsylvania, and Martha A. his wife, and Thomas J. Lambden, of Queen Anne's County and State of Maryland, and Williamina S., his wife and David J. Cummins, of the town of Smyrna, Kent County and State of Delaware and Juliet P., his wife, of the one part, and Samuel M. Fisher of the town of Smyrna, Kent County and State of Delaware of the other part, witnesseth that the said Henry A. Russell and Martha A., his wife, Thomas J. Lambden and Williamina S., his wife and David J. Cummins and Juliet P., his wife, for and in consideration of the sum of twelve thousand, two hundred and fifty dollars ($12,500) lawful money of the United States of America to them in hand paid by the said Samuel M. Fisher at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have and each of them hath granted, bargained and sold, aliened and enfeoffed, released, conveyed and confirmed and by these presents do, and each of them doth grant, bargain and sell, alien, enfeoff, release and convey and confirm unto the said Samuel M. Fisher, his heirs and assigns, all that farm or tract of land on which the said Thomas J. Lambden now resides, situate partly in Duck Creek Hundred in Kent County, in the State of Delaware, and partly in Queen Anne's County, in the State of Maryland, adjoining lands of John G. Black land, now or late of John T. DeFord, lands formerly of William Ruth, deceased, and other land of the said Samuel M. Fisher and said to contain two hundred and ninety seven acres and one hundred and fifteen and two-tenths square perches of land, be the same more or less, of which said two hundred and ninety seven acres and one hundred fifteen and two tenths square perches of land, two hundred and seventy seven acres and one hundred and fifteen and two tenths square perches are situate in Queen Anne's County in the State of Maryland and twenty acres in Kent County, in the State of Delaware being the same lands and premises which in the division of the real estate of John Cummins, deceased, father of the said David J. Cummins in the year of our Lord

one thousand eight hundred and thirty five was laid off and allotted to Robert H. Cummins, son of the said John Cummins, deceased, as part of his share of the real estate of his said father, and is designated in said partition as T. No. 2 as will appear by refereNce to the record off said partition in book O. folio 49 to 84 in the Orphan's Court for Kent County at Dover, in said State of delaware, and also by reference to the record of said partition in the Orphan's Court for Queen Anne's County in the State of Maryland in book, folio , and to which records the parties hereto refer for greater particularity and description and which said farm or tract of land and premises was sold and conveyed to the said David J. Cummins by the said Robert H. Cunnins by his indenture dated January 2nd.A.D . 1854, and recorded in the recorders office in and for Kent County and State of Delaware at Dover, in Book A., vol. 5, folio 211 etc., and is also recorded in Liber J.P. No. 2, folios 115 aNd 116, oNe of the laNd record books of Queen Anne's County, and State of Maryland.

TOGETHER with all and singular the buildings, improvements, fixtures, woods, ways, water, watercourses, rights, privileges, casements, hereditaments, and etc., appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, claim and demand of every nature or kind whatsoever at law or in equity of them, the said Henry A. Russell and Martha A., his wife, Thomas L. Lambden and Williamina S., his wife, and David J. Cummins and Juliet P., his wife, and of each or either of them, in, to or out of the same, and every part or parcel thereof.

To have and to hold the said farm or tract of land, hereditaments and premises above mentioned and described and every part and parcel thereof, with all of the appurtenances thereunto belonging or in anywise appertaining unto the said Samuel M. Fisher, his heirs and assigns, to and for the only proper use and behoof of him, the said Samuel M. Fisher, his heirs and assigns forever. And the said Henry A. Russell and Martha A., his wife, Thomas J. Lambden and Williamina S., his wife and David J. Cummins and Juliett P., his wife, for themselves and each of them, their and each of their heirs,executors, and administrators do hereby covenant, promise, grant and agree to and with the said Samuel M. Fisher, his Heirs, and assigns, by these presents that they, the said Henry A. Russell, and Martha A., his wife, Thomas J. Lambden and Williamina S.,his wife, and David J. Cummins, and Juliett P., his wife and each of them, their and each of their heirs, the said above mentioned and described farm or tract of land of two hundred and ninety seven acres and one hundred and fifteen and two-tenths square perches more or less, hereditaments and premises hereby granted, mentioned or intended so to be with the appurtenances unto the said Samuel M. Fisher ,his heirs and assigns against them, the said Henry A. Russell and Martha A., his wife, Thomas J. Lambden and Williamina S., his wife, and David J. Cummins and Juliett P., his wife, and each of them, and their or either of their heirs and assigns all and every other person or persons whomsoever lawfully claim or to claim the same or any part or parcel thereof, by, through, from or under them or either of them shall and will warrant and forever defend by these presents.

In witness whereof the said Henry A. Russell and Martha A., his wife, Thomas J. Lambden and Williamina S., his wife, and David J. Cummins and Juliett P., his wife have hereunto set their hands and seals respectively the day and year first herein written.

Signed, sealed and
delivered in the
presence of:
Warner Jackson,
Frank S. Austin.

Henry A. Russell. (SEAL)
Martha Ann Russell (SEAL)
Thomas J. Lambden (SEAL)
Williamina S. Lambden(SEAL)
David J. Cummins (SEAL)
Juliett P. Cummins (SEAL)

Received on the day and date of the above written indenture of and from the above named Samuel A. Fisher the sum of twelve thousandttwo hundred and fifty dollars, lawful money of the United States, it being the consideration money above mentioned in full $12,250.

Witness present at signing
Warner Jackson.
Frank S. Austin.

Henry A. Russell
Thomas J. Lambden
David J. Cummins.

2 cts.
stamp.

State of Pennsylvania, Cityoof Philadelphia, SS.

Be it remembered that on this seventeenth day of February, in the year of our Lord one thousand eight hundred and sixty six, before me the subscriber, a Commission in said State appointed by the Governor of the State of Maryland to administer oaths, affirmations and to take depositions, affidavits and the acknowledgment and proof of deeds to be used and recorded in the State of Maryland and duly commissioned and sworn and dwelling in the City of Philadelphia, personally appeared Henry A. Russell and Martha A., his wife, Thomas J. Lembdin and Williamina, his wife, and David J. Cummins and Juliett P., his wife, known to me to be the persons who are named and described as and professing to be the parties of the first part to the hereto annexed deed or Indenture and severally acknowledged the said Indenture or Instrument of Writing to be their voluntary act and deed and each of their voluntary act and deed.

In testimony whereof I, Arthur M. Burton, commissioner as aforesaid have hereunto set my hand and have affixed hereto my official seal the day and year last aforesaid.

Commissioner's Seal.

Arthur M. Burton.
Commissioner in the State of Pennsylvania appointed by the Governor of the State of Maryland No. 504 Walnut Street, City of Philadelphia.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber S.E.D. No. 2, folio 147 etc., a land record book for Queen Anne's County.
247

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this sixth day of July in the year 1925.

B. Hackett Turner, Clerk.

Order of Publication.
Filed July 24th. 1925.

ORDER OF PUBLICATION.

Alfred Barratt,
Plaintiff,

VERSUS

Alexander G. Cummins,
Clara B. Clapp,
Adele Hickman,
Susan McMichael,
Margaret C. Lea,
J. Agnes Cummins,
Albert W. Cummins,
A. Lee Cummins,
Mary Cummins,
John H. Cummins,
Beatrice Aileen Smith.
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY, CAUSE NO.

THE object of this suit is to procure a Decree for the sale of certain real estate, situate in the First Election District of Queen Anne's County, in the State of Maryland, for the purpose of Partition among those entitled to the same, as the land can not be divided into as many parts as there are heirs to the same without loss or injury to the said parties interested therein and owning the same.

The Bill states, that Mary C. Cavender, late of the town of Smyrna, Kent County, State of Delaware, deceased, was in her life time, and at the time of her death, intestate, on or about May 7th. 1924, seized in fee simple, of the following described real estate, TOWIT: All that tract of land, situate, lying and being in Queen Anne's County, State of Maryland, in the First Election District thereof, on both sides of the public road leading from Blanco in the State of Delaware to Sudlersville, in the State of Maryland, adjoining the lands of Clarence Man, Noble Boyer, E.C. Green, Solomon Todd, Walter Hillyard, J.H. Pearson & Brothers, J.E. Hurlock, C.S. Hurlock, Wessley McKnett, and others, and containing three hundred and sixty two acres, one hundred and fifteen and two tenth square perches of land, more or less, being a part of the land described in a Deed, dated Feb. 17th. 1886, and recorded in Liber S.E.D. NO. 2, folios 247, a land record book for Queen Anne's County, aforesaid, from Henry A. Russell and others to Samuel M. Fisler, who was the father of the said Mary C. Cavender, and who by paragraph 4 of his last will and testament devised the same unto the said Mary C. Cavender; a certified Copy of said Deed, marked Plaintiffs Exhibit No. 2 and a certified Copy of said will marked Plaintiffs Exhibit No. 1 are herewith filed as part hereof; that the said Mary C. Cavender, at the time of her death as aforesaid, left surviving her No husband, child, descendants, father, mother, brother, sister, descendents, of a deceased brother, descendants of a deceased sister, and no grandfather nor grandmother, That the said Mary C. Cavender left surviving her at the time of her death as her nearest relatives and only heirs at law twelve persons, each of whom bore to her the relation of first cousin, and whose names are as follows, Alexander G. Cummins, Alfred Barratt, Walter Cummins (who has sold his interest to Beatrice Aileen Smith, Clara B. Clapp, Adele Hickman, Susan McMichael, Margaret C. Lea, J. Agnes Cummins, Albert W. Cummins, A. Lee Cummins, Mary Cummins, John R, Cummins; that all of the defendants are over 21 years of age, and are all non-residents of the State of Maryland; that the land should be sold under a decree of this Honorable Court and a division of the money arising from such sale had among the said parties according to their respective rights.

It is thereupon, this 24th day of July, in the year, 1925, ORDERED BY THE CIRCUIT COURT FOR QUEENANNE'S COUNTY, IN EQUITY, that the plaintiff, by causing a copy of this ORDER to be inserted in some newspaper published in said Queen Anne's County, once in each of Four successive weeks before the 27th day of August, 1925, give notice to the said absent defendants of the object and substance of this Bill, warning them to appear in this Court in person or by Solicitor, on or before the 16th day of September next, to show cause if any they have, why a decree ought not to pass as prayed.

B. Hackett Turner, Clerk.

A copy of the Order of Publication (to lie in office) was filed at the same time, July 24th. 1925.

Petition and Order of Court.
Filed July 24th. 1925.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

ALFRED BARRATT,	Plaintiff)	In Equity
versus	(	Cause No.
Alexander G. Cummins,	)	
Clara B. Clapp,		
Adele Hickman,	(	
Susan McMichael,		
Margaret C. Lea,	)	
J. Agness Cummins,		
Albert W. Cummins,	(	
A. Lee Cummins,		
Mary Cummins,	)	
John R. Cummins,		
Beatrice Aileen Smith, Defendants	(	

To the HoNorable, the Judges of said Court:

The Petition of George M. Fisher, Jr., an Attorney at Law of the town of Dover, in the State of Delaware, to your Honors most respectfully states and shows:

1. That he is forty years of age, and that he was admitted to the practice of law in the Superior Court of the State of Delaware in and for Kent county, at Dover, on the Seventh day of July, 1913; that he has been admitted to practice law in all the Courts of record in the said State of Delaware, that he has been engaged in the practice of law ever since, and is now so engaged, and that he is a member of the Kent County Bar of the State of Delaware, in good standing.

That he has been retained and employed by the above named defendants to appear for them in any proceedings in the State of Delaware and in the State of Maryland, for the sale of the real property of Mary Caroline Cavender, late of the Town of Smyrna, in Kent County and State of Delaware, deceased, and to consent to the sale of the said real property as will be seen by reference to the letters from the above named defendants herewith filed, as part of this petition.

2. That proceedings in accordance with the above titling, have bee, or are about to be instituted in The Circuit Court for Queen Anne's County, In Equity, for the sale of the real property, situate, lying and being in Queen Anne's County, Maryland, of the late Mary C. Cavender, of the Town of Smyrna, in Kent County, State of Delaware, deceased, for the purpose of partition, among the above named parties, and your Orator most respectfully asks this Honorable Court to pass an order permitting your Orator to enter his appearance in the above entitled case for the above named defendants, and to file an Answer for the said above named defendants, consenting to the sale of the real property, and to file such other papers as may be necessary in the above entitled case, leading up to a Decree for the sale of the aforesaid real property.

ALL of which is respectfully submitted by

George M. Fisher, Jr.

STATE OF DELAWARE)
: ss.
KENT COUNTY)

I hereby certify that on this 22nd. day of July, in the year Nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Delaware, iN aNd for the CouNty of Kent aforesaid, duly commissioned and qualified, personally appeared George M. Fisher, Jr., the above named Petitioner, and made oath in due form of law that the matters and things set out and stated in the aforesaid Petition are true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

Notary
Public
Seal

Edwin F. Wood
Notary Public.

My Commission expires March 12, 1929.

ORDERED, upon the aforegoing Petition, exhibits and affidavit, on this 24th day of July, in the year, nineteen hundred and twenty-five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that George M. Fisher, Jr., Esq., be and he is hereby permitted to enter his appearance in the case of Alfred Barratt, plaintiff, versus Alexander G. Cummins, Clara B. Clapp, Adele Hickman, Susan McMichael, Margaret C. Lea, J. Agnes Cummins, Albert W. Cummins, A. Lee Cummins, Mary Cummins, John R. Cummins, Beatrice Aileen Smith, Defendants, in the Circuit Court for Queen Anne's County, In Equity, and to answer for the said defendants, and to file such other papers as may be necessary to conduct the said Cause to a decree for the sale of the land mentioned in said proceedings.

Thomas J. Keating.

Order to enter the appearance of
George M. Fisher, Esq., Jr., as
Solicitor for the Defendants.
Filed July 24th. 1925.

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

CAUSE NO.

ALFRED BARRATT, PLAINTIFF.

VERSUS

Alexander G. Cummins,
Clara B. Clapp,
Adele Hickman,
Susan McMichael,
Margaret C. Lea,
J. Agnes Cummins,
Albert W. Cummins,
A . Lee Cummins,
Mary Cummins,
John R. Cummins,
Beatrice Aileen Smith, Defendants.

To Mr. B. Hackett Turner, Clerk of the Circuit Court of Queen Anne's County, in Equity:

Mr. Clerk:

Enter my appearance in the above entitled CASE for all of the above named defendants, to wit; Alexander G. Cummins, Clara B. Clapp, Adele Hickman, Susan McMichael, Margaret C. Lea, J. Agnes Cummins, Albert W. Cummins, A. Lee Cummins, Mary Cummins, John R. Cummins, Beatrice Aileen Smith.

George M. Fisher, Jr.
Solicitor for above named
Defendants.

Authorities to appear consent to sale.
Filed July 24th. 1925.

December 20, 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of Maryland for the sale of the real property of Mary Caroline Cavender, late of the town of Smyrna in Kent County and State of Delaware, deceased, and to consent to the sale of the said real property.

Yours truly,
Alex. G. Cummins.

95 High St.,

London, Ont:, Dec. 31/24.

George M. Fisher, Jr., Esq.,
Dover, Del.

Dear sir:

Re proceedings in Court in Kent County, Delaware, and in Maryland, for sale of the real estate of Mary Caroline Cavender, deceased. I hereby request and authorize you to appear for me in Court and to consent to the granting of the order for the sale of the lands.

Yours truly,

Beatrice A. Smith.

December 20th. 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of Maryland for the sale of the real property of Mary Caroline Cavender late of the town of Smyrna in Kent County and State of Delaware, deceased, and to consent to the sale of the said real property.

Yours truly,

Clara B. Clapp.

December 20th. 1924,

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of Maryland for the sale of the real property of Mary Caroline Cavender, late of the town of Smyrna in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

Adele Hickman.

December 20, 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of Maryland for the sale of the real property of Mary Caroline Cavender, late of the town of Smyrna in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

Susan C. McMichael.

December 26, 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware, and in the State of Maryland for the sale of the real property of Mary Caroline Cavender, late of the town of Smyrna, in Kent County and State of Delaware, deceased, and to consent to the sale of the said real property.

Yours truly,

Margaret C. Lea.

December 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware, and in the State of Maryland for the sale of the real property of Mary Caroline Cavender, late of the town of Smyrna in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

Juliet Agnes Cummins.

December 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware, and in the State of Maryland, for the sale of the real property of Mary Caroline Cavender late of the town of Smyrna in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

Albert W. Cummins.

December 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of Maryland for the sale of the real property of Mary Caroline Cavender late of the town of Smyrna in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

Alfred Lee Cummins.

December 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of Maryland for the sale of the real property of Mary Caroline Cavender late of the town of Smyrna in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

Mary J. Cummins.

Cinti., December 22, 1924.

George M. Fisher, Jr., Esq.,
Dover, Delaware.

Dear Sir:-

I hereby authorize you to appear for me in any proceedings in the State of Delaware and in the State of MarylaNd for the sale of the real property of Mary CaroliNe CaveNder of the town of Smyrna, in Kent County and State of Delaware deceased, and to consent to the sale of the said real property.

Yours truly,

John R. Cummins.

Answer of the Defendants.
Filed July 24th. 1925.

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

CAUSE NO.

ALFRED BARRATT, PLAINTIFF.

VERSUS

ALEXANDER G. CUMMINS,
CLARA B. CLAPP,
ADELE HICKMAN,
SUSAN MCMICHAEL,
MARGARET C. LEA,
J. AGNES CUMMINS,
ALBERT W. CUMMINS,
A. LEE CUMMINS,
MARY CUMMINS,
JOHN R. CUMMINS_
BEATRICE AILEEN SMITH, DEFENDANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE JOINT AND SEVERAL ANSWERS OF Alexander G. Cummins, Clara B. Clapp, Adele Hickman, Susan McMichael, Margaret C. Lea, J. Agnes Cummins, Albert W. Cummins, A. Lee Cummins, Mary Cummins, John R. Cumminsm Beatrice Aileen Smith, to the Bill of Complaint in this CAUSE against them exhibited, respectfully answers and shows:

(1) These defendants admit to be true the several allegations in said Bill made, and consent to such decree in the premises as this Honorable Court shall deem right.

And as in duty &c.,

George M. Fisher, Jr.
Solicitor for the above named
Defendants.

General Replication.
Filed July 24th. 1925.

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

CAUSE NO.

ALFRED BARRATT, PLAINTIFF.

VERSUS

AlexaNder G. CummiNs,
Clara B. Clapp,
Adele HickmaN,
SusaN McMichael,
Margaret C. Lea,
J. AgNes CummiNs,
Albert W. CummiNs,
A. Lee CummiNs,
Mary CummiNs,
John R. Cummins,
Beatrice Aileen Smith, Defendants.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Alfred Barratt, the plaiNtiff, by J.H.C. Legg, his Solicitor, joiNs issue oN the matters alleged in the answers of Alexander G. Cummins, Clara B. Clapp, Adele Hickman, Susan McMichael, Margaret C. Lea, J. Agnes Cummins, Albert W. Cummins, A. Lee Cummins, Mary Cummins, John R. Cummins, Beatrice Aileen Smith, so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

J.H.C. Legg
Solicitor for Plaintiff.

Agreement by Solicitor for
Plaintiff and Defendants to
submit the papers in this case
to the Court for a Decree without
argument and without testimony.
Filed July 24th. 1925.

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

Cause NO.

Alfred Barratt, Plaintiff,

versus

Alexander G. Cummins,
Clara B. Clapp,
Adele Hickman,
Susan McMichael,
Margaret C. Lea,
J. Agnes Cummins,
Albert W. Cummins,
A. Lee Cummins,
Mary Cummins,
John R. Cummins,
Beatrice Aileen Smith, Defendants.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is hereby agreed that the papers in the above entitled CASE shall be forthwith submitted to the Court for a DECREE as prayed, on the Bill and Answers, without argument and without testimony.

J.H.C. Legg
Solicitor for Plaintiff.

George M. Fisher, Jr.
Solicitor for Defendants.

DECREE.
Filed July 24th. 1925.

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

Cause No.

Alfred Barratt, Plaintiff,

VERSUS

Alexander G. Cummins,
Clara B. Clapp,
Adele Hickman,
Susan McMichael,
Margaret C. Lea,
J. Agnes Cummins,
Albert W. Cummins,
A. Lee Cummins,
Mary Cummins,
John R. Cummins,
Beatrice Aileen Smith, Defendants.

THE ABOVE CAUSE standing ready for hearing and being submitted without argument, and without testimony, by agreement of all of whom are over 21 years of age, and all defendants having filed answers, Counsel for the Plaintiff and the Defendants, on file in this Case, the proceedings were read and considered.

IT IS THEREUPON, on this 24th day of July, in the year Nineteen hundred and twenty five, by the CIRCUIT COURT, for Queen Anne's County, In Equity, adjudged, ordered and decreed that the property mentioned (the real estate) in these proceedings be sold for Partition. That J.H.C. legg 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 filed with the Clerk of this Court a BOND to the State of Maryland, executed by him, and a surety or sureties to be approved by the Clerk of this Court, in the penalty of TWENTY 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 that he shall then proceed to make said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper or newspapers printed and published in Queen Anne's County, in the State of Maryland, as he shall think

proper of the time, place, manner and terms of sale, which terms shall be ONE THIRD of the purchase money in cash at the time of the sale, and the balance of the purchase money, in two equal installments, in one and two years from the day of the sale, or all cash at the option of the purchaser or purchasers, the deferred payments to bear interest from the day of sale, and to be secured by the bonds or the notes of the purchaser or purchasers with surety or sureties 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,afull and particular account of his proceedings relative to such sale, or sales with an annexed affidavit of the truth thereof and the fairness of said sale or sales; and on obtaining the COURTS ratification of the sale or sales, and upon 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 allclaim of the parties hereto Plaintiff and Defendants, 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 or sales, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Thomas J. Keating.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: - Be it remembered that oN the first day of August, iN the year NiNeteeN huNdred aNd twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J.H.C. Legg, of QueeN Anne's County, in the State of Maryland, and the New Amsterdam Casualty Company, a body corporated duly authorized by its charter to become sole surety upon bonds, of Baltimore City, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty thousand 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, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with ourseals and dated this first day of August, in the year nineteen hundred and twenty five.

WHEREAS, the above bounden J.H.C. Legg, by virtue of a decree of the Circuit Court of Queen Anne's County, in Equity, has been appointed Trustee to sell the real estate mentioned in the proceedings (for the purpose of partition) in the case of Alfred Barratt, Plaintiff, against Alexander G. Cummins, Clara B. Clapp, Adele Hickman, Susan McMichael, Margaret C. Lea, J. Agnes Cummins, Albert W. Cummins, A. Lee Cummins, Mary Cummins, John R. Cummins and Beatrice Aileen Smith, defendants, now pending in said court.

NOW THE CONDITION of the above obligatioN is such that if the above bouNden J.H.C. Legg, Trustee, 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, the the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of J.K.H. Jacobs.

J.H.C. Legg (SEAL)
New Amsterdam Casualty CompaNy
By McKenney & Price
Its attorneys in fact.

Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 1st. 1925.

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. 166 etc., a BoNd record book for Queen Anne's Co.

Seal's Place.

In testimony whereof I hereunto my name and affix the seal of the Circuit Court for Queen Anne's Co., this first day of August, in the year 1925.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Sept. 8th. 1925.

Alfred Barratt,
Plaintiff,
vs.
Alexander G. Cummins,
Clara B. Clapp,
Adele Hickman,
Susan McMichael,
Margaret C. Lea,
J. Agness Cummins,
Albert W. Cummins,
A. Lee Cummins,
Mary R. Cummins,
John R. Cummins,
Beatrice Aileen Smith.
Defendants.

IN THE
CIRCUIT COURT
For
Queen Anne's County, in
Equity, Cause No. 2609.

To the HoNorable, the Judges of said Court:

The Report of Sale of J.H.C. Legg, the Trustee appointed by the Decree in this Cause to make sale of the real estate of Mary C. Cavender, deceased, respectfully shows;

That after filing his Bond, with the New Amsterdam Casualty Company, as surety thereon, on the first day of August, 1925, for the faithful discharge of his Trust, which was duly approved by the Clerk of this Court, in the penalty of Twenty Thousand Dollars, pursuant to the terms of said Decree, and after giving at least three weeks previous notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer, and two insertions in the Centreville Record, two newspapers printed and published in Queen Anne's County, State of Maryland, in accordance with the directions in said Decree of Sale, a certified copy of which advertisements are hereunto attached and filed herewith as part of this report, the said J.H.C. Legg, Trustee, pursuant to said Notice, did atteNd in person on the premises in the First Election District of Queen Anne's County, in the State of Maryland, on Wednesday, August the 26th., 1925, between the hours of 3 and 4 o'clock P.M. namely, at the hour of 3-30-o'clock P.M. and then and there proceeded to sell the real estate decreed to be sold, as follows, to wit:

In the first place, your Trustee offered all that farm, tract, piece or parcel of land, situated in the First Election District of Queen Anne's County, State of Maryland, on the left of the public road from Blanco to Millington, and on the right of the public road from Blanco to Sudlersville and adjoining the lands of J.H. Pearson and Brother on the road from Blanco to Millington, J.E. Hurlock, C.S. Hurlock, Wessley McKnett's Felton Farm and containing 277 acres and 115 and 2/10 square perches of land more or less, improved by a dwelling house, barns, stables and other outbuildings, and now tenanted by Fletcher Hurd, the Landlord's part of the growing crop of corn, and the tomatoes to go to the purchaser, the purchaser to pay interest from day of sale and the taxes for the year 1925, at so much per acre, subject to the right to offer this Tract with the 85 acres, and to sell the same in the way it would bring the most money, after making the above announcement, and reading the said advertisement, your Trustee offered at public auction to the highest bidder, on the terms advertised, the above farm or real estate, and the same was struck off to one Philip Carey at $21.50 per acre, aggregating the sum of $5955.50, he being then and there the highest bidder therefor at and for the sum of $21.50 per acre, or the aggregate sum of $5955.50, but your Trustee reserved the right to offer it again with the 85 acres, and to sell in the way it realized the highest price.

Secondly, your Trustee offered at public auction on the advertised terms of sale, all that certain Tract, Piece or Parcel of land situated in the First Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from Blanco to Sudlersville, adjoining the lands of Clarence Mann, Noble Boyer, E.C. GreeN, SolomoN Todd, Walter Hillyard aNd others, aNd containing 85 acres of land more or less, and separated from Tract NO. 1, by the aforesaid public road from BlaNco to Sudlersville, improved by a dwelliNg house, barNs aNd other outbuildiNgs and now tenanted by James Jones, the purchaser, to get the growing crops of corn and tomatoes (that is Landlord's part) pay interest from day of sale and the taxes for this year, at so much per acre, reserving the right to offer this tract with the 277 acres, 115 and 2/10 square perches and sell in the way it brought the most, and sold the same to one Philip Carey at $12.00 per acre, aggregating the sum of $1020.00, he being the highest bidder therefor at and for $12.00 per acre, reserving the right to offer it with Parcel No. 1.

Your Trustee theN offered at public auction, the two tracts, pieces or parcels of land, together as one farm, and comprising All that tract of land situate, lying and being in Queen Anne's County, State of Maryland, in the First Election District thereof, on both sides of the public road leading from Blanco in the State of Delaware to Sudlersville in the State of Maryland, and on the left of the public road from Blanco to Millington, adjoining the lands of Clarence Mann, Noble Boyer, E.C. Green, Solomon Todd, Walter Hillyard, J.H. Pearson and Brothers, J.E. Hurlock, C,S. Hurlock, Wessley Mcknett and others, and containing 362 acres, 115 and 2/10 Square perches of land more or less at so much per acres, Your Trustee announcing that when he offered them separately he had received for the 277 acres, 115 and 2/10 square perches, a bid of $21.50 per acre, aggregating the sum of $5955.50, and for the 85 acres when offered separately he had received a bid of $12.00 per acre, aggregating the sum of $1020.00, he having received for the said 362 acres 115 and 2/10 square perches of land more or less the total sum of $6975.50 or the sum of $19.27-1/2 cents per acre, and that if he received an advance on this sum he would sell the land as one tract or farm, but if he received no advance on this sum, the same would be sold as had been offered in two parcels or tracts; that after crying the sale for a considerable time, he received a bid of $25.75 per acre for the 362 acres 115 and 2/10 square perches of land, more or less, aggregating the sum of $9,340.10, which being more than he had received when he offered it in two parcels or tracts, he sold the said 362 acres, 115 and 2/10 square perches of land more or less to one Philip Carey, of Kenton, Delaware, he being the highest bidder therefor at and for the sum of $25.75 per acre or the aggregate sum of $9,340.01.

Your Trustee further reports that the said Purchaser did on the day of the sale give to your purchaser his check for one third of the purchase money of $9,340.01 to wit: $3,113.34, and gave to your Trustee his note payable on demand, but it was understood that your Trustee would not demand the payment of the note until the sale had been finally ratified by this Honorable Court.

All of which is respectfully submitted by
J.H.C. Legg, Trustee.

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

I hereby certify that on this Eighth day of September in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J.H.C. Legg, Trustee, and made oath in due form of law that the several matters and things stated in the aforegoing report of sale are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly and bona fide made.

B. Hackett Turner
Clerk of the Circuit Court for
Queen Anne's County, in Equity.

Filed Sept. 8th. 1925.

Certificate of Publication of
Advertisement of Sale.
Filed Sept. 8th. 1925.

TRUSTEE'S SALE OF VALUABLE FARMS
IN QUEEN ANNE'S COUNTY, MARYLAND.

The undersignad, trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 24th. day of July, 1925, in the case of Alfred Barratt, Plaintiff, vs. Alexander G. Cummins, and others, Defendants, will sell at public auction on the premises, in the First Election District of Queen Anne's County, Maryland, on WEDNESDAY, AUG. 26, '25, betweeN the hours of 3 aNd 4 o'clock p.m.,

ALL THAT FARM OR TRACT OF LAND situate, lyiNg and being in the First Election District of Queen Anne's County, in the State of Maryland on both sides of the public road leading from Blanco in the state of Delaware, to Sudlersville in the State of Maryland, adjoinin g the lands of Clarence Mann, Noble Boyer, E.C. GreeN, Solomon Todd, Walter Hillyard, J.H. Pearson and brother, J.E. Hurlock, C.S. Hurlock, Wesley McKnett and others and containing 362 ACRES, 115 2-10 square perches of land, more or less. This tract of land will be offered first, in two parcels, tracts or farms, as it is now divided and then as a whole and sold in which ever way it brings the most money. Your Trustee will offer

FIRST: ALL THAT FARM, TRACT, PIECE OR PARCEL OF LAND situated in the First Election District of Queen Anne's County, State of Maryland on the left of the public road from Blanco to Millington, and on the right of the public road from Blanco to Sudlersville, and adjoining the lands of J.H. Pearson and brother on the road from Blanco to Millington, J.E, Hurlock, C.S. Hurlock, Wesley McKnett's Felton Farm, and containing 277 ACRES and 115 2-10 square perches of land, more or less, improved by a good DWELLING HOUSE, Barns, Stables, sheds and other outbuildings, and now tenanted by Mr. Fletcher Hurd. This farm, tract, or parcel of land is the Maryland Portion of the farm belonging to the estate of the late Mary C. Cavender, deceased, lying partly in Maryland and partly in Delaware. The Delaware

portion of this farm consists of about eight acres (8) of land, more or less. This is a good farm, the land is well adapted to the growth of all kinds of crops, grass and truck, of medium soil. Good chance to buy a good farm.

SECOND: He will theN offer ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situated in the First Election District of Queen Anne's County, State of Maryland, on the left of the public road leading from Blanco to Sudlersville, adjoining the lands of Clarence Mann, Noble Boyer, E.C. GreeN, Solomon Todd, Walter Hillyard, and others, and containing 85 ACRES OF LAND, more or less, and separated from Tract no. 1, above described by the aforesaid public road from Blanco to Sudlersville, improved by a DWELLING HOUSE aNd barNs, and other outbuildings, and now tenanted by James Jones. This tract or parcel of land is the Maryland portion of the farm belonging to the estate of the said Mary C. Cavender, deceased, lying partly in Delaware and partly in Maryland. The Delaware portion of this farm consists of 260 ACRES OF LAND, MORE OR LESS.

Then your Trustee will offer the twontracts as a whole, containing 362 acres and 115 2-10 square perches of land, in all, and sell the same in which ever way they will bring the most money.

Possession of the said farms will be given January 1st, 1926, with all the rights and privileges usually accorded an ingoing tenant. Fuller and more detailed particulars will be stated on the day of sale.

The Delaware portions of eht farm hereinbefore mentioned will be offered for sale at the same time the Maryland portions of said farms are offered for sale.

TERMS OF SALE:

AS PRESCRIBED BY THE DECREE-One third of the purchase money in cash at the time of the sale and the balance of the purchase money in two equal installments in one and two years from the day of sale or all cash at the option of the purchaser or purchasers, the deferred payments to bear interest from the day of sale and to be secured by the bonds or notes of the purchaser or purchasers with surety or sureties to the satisfaction of the Trustee. Title papers including revenue stamps on Deed at the expenses of the purchaser or purchasers.

J.H.C. Legg, Trustee.

T. Frank Seward, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 8, 1925.

The Centreville Observer Publishing Co., hereby certifies that the annexed advertisement (in the Trustee's Sale) in the case of Alfred Barrett vs. Alexander G. Cummins and others, 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 August in the year 1925.

The Centreville Observer Publishing Co.

By E. G. Durney, Treas.

Per M.E.G.

NISI.

Alfred Barrett	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
Alexander G. Cummins, et. al.	IN EQUITY.
	CHANCERY NO. 2609.

ORDERED, This 8th day of September, A.D., 1925, that the sale of the real estate made aNd reported in this cause by J.H.C. Legg, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of October next.

The Report states the amount of sales to be $9340.01.

B. Hackett Turner, Clerk.

Filed Sept. 8tH. 1925.

Certificate of Publication of
Advertisement Order Nisi.

Filed Nov. 25th. 1925.

ORDER NISI.

Alfred Barrett,
vs.
AlexaNder G. CummiNs, et. al.

IN the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2609.

Ordered, This 8th. day of September, A.D. 1925, that the sale of the real estate made and reported in this cause by J. H. C. Legg, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th. 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 11th. day of October next.
The Report states the amount of sales to be $9340.01.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.

Filed Sept. 8th. 1925.

THE CENTREVILLE RECORD.

Centreville Md., Nov, 25, 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Barrett vs. Cummings, et. al. Chy. 2609, 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 11 day of October, in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER OF COURT RATIFYING SALE.

ORDERED, this second day of December, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate of Mary C. Cavender, made and reported in this Cause by J. H. C. Legg, Trustee, 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 in accordance with the Order Nisi heretofore passed in this Cause; the Trustee is allowed the usual commissions and all expenses not personal for which he shall produce vouchers.

Filed December 2nd. 1925. Thomas J. Keating.

Report and Account of
the Auditor.

Filed March 24th. 1926.

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

Alfred Barrett, plaintiff,	)	
	)	Chancery Docket,
vs.	)	
	)	Cause
Alexander C. Cummins,	)	
et al., defendants.	)	No. 2609.
	)	

To the Honorable, the Judges of said Court:

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

That as it did not appear from an examination of the records of the Register of Wills made when the papers came in the hands of the auditor that the collateral inheritance tax due by the heirs of Mary C, Cavender mentioned in the bill of complaint upon the land inherited from

her had been paid at the time of the institution of this suit the auditor suggested that the property be appraised in the proper manner for the purpose Of ascertaining the collateral inheritance tax due by the said heirs.

That on this suggestion a warrant to appraisers was issued by the orphan's Court of Queen Anne's County, upon the petition of one of the parties interested, the land sold was duly appraised and the appraisement returned to the Orphans' Court for Queen Anne's County, and a copy duly certified by said Register had been filed in this cause.

ThaT in the within account the auditor has allowed unto J. H. C. Legg, Esquire, the trustee making the sale, the amount of said tax on the appraise value of said land, the same to be paid by said trustee to the Register of Wills for the use of the State of Maryland,. The auditor is not sure, however, whether said tax should be paid to the State of Maryland or to the Clerk of this Court,. He respectfully calls the Court's attention to an opinion of the Attorney General contained in volume 7 of his OfficiálOpinions, page 402. If the Register of Wills is not the proper official to receive said tax the Court can order the same to be paid to the Clerk.

That in the within account the said trustee is charged with gross amount of the sale made by him and is then allowed thereout his commissions for making the sale and the expenses of his trust in accordance with his vouchers furnished the auditor and said tax and the auditor's fee, and the balance remaining is distributed among the parties only in said land at time of filing bill in accordance with section 7 of the bill of complaint, each party receiving one twelfth of the net sale.

Respectfully submitted,

Madison Brown,
Auditor.

The proceeds of the sales of the real estate of Alfred Barrett and others sold under decree passes in this cause in account with J. H. C. Legg, trustee appointed by said decree to make said sale.

1925.	Cr.		
August 26.	By gross proceeds of said sale, per report of sale filed, to wit: the sum of		$9,340.01

Dr.

To J. H. C. Legg, trustee, for his commissions, per rule of court, the sum of		$418.60
To do., for the court costs of this cause, per statement of clerk as follows:		
Costs of B. H. Turner, clerk	$35.75	
Costs of W. T. Bishop, Register,	2.25	
Appearance fee, of solicitor, of plaintiff,	10.00	
defendants,	10.00	58.00
To do., for the amount paid T. F. Seward, for crying the sale, per his receipt for same, to wit: the sum of		25.00
To do., for the costs of advertising notices of sale in Centreville Observer, per receipted account for same, to wit:		58.50
To do., for the costs of advertising notice of sale and the order nisi thereon in Centreville Record, per receipted accounts for same, to wit:		63.50
To do., for the costs of advertising order nisi to be passed as to this account:		3.00
To do., to be paid to the Register of Wills for use of amount collateral inheritance tax due on land sold (see auditor's report herewith attached) 5 per cent on $8014.12 value of land as appraised for ascertainment of said tax, the sum of		400.71

To do., for use of Register of Wills as costs incident to appraisement of land for ascertainment of said collateral inheritance tax, per account of said Register for the same, to wit: the sum of	6.50	
To Madison Brown, auditor, for stating this account, the sum of	13.48	
To J. H. C. Legg, trustee, for the amount paid for his bond, per receipt for same, to wit: the sum of	60.00	
To balance, to wit: the sum of	$8,232.72	
	$9,340.01	$9,340.01

Cr.

By balance brought forward, being the net sale for distribution among owners:	$8,232.72

Dr.

Distribution among owners:

1	Unto Alexander G. Cummins,	the sum of	$686.06
2	Unto Beatrice Aileen Smith,	the sum of	$686.06
3	Unto Alfred Barrett,	the sum of	$686.06
4	Unto Elara B. Clapp,	the sum of	$686.06
5	Unto Adele Hickman,	the sum of	$686.06
6	Unto Susan McMichael,	the sum of - -	$686.06
7	Unto Margaret C. Lea,	the sum of	$686.06
8	Unto J. Agnes Cummins,	the sum of	$686.06
9	Unto Albert W. Cummins,	the sum of	$686.06
10	Unto A. Lee Cummins,	the sum of -	$686.06
11	Unto Mary Cummins,	the sum of	$686.06
12	Unto John R. Cummins,	the sum of	$686.06
		$8,232.72	$8,232.72

March 23, 1925.

Madison Brown

Auditor.

NISI RATIFICATION OF AUDIT.

Alfred Barratt, vs. Alexander C. Cummins. et. al.	))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2609.

ORDERED, This 24th. day of March, in the year nineteen hundred and 26, 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 16th. day of April 1926; povided a copy of this order be published once a week in each of two successive weeks before the 9th. day of April 1926, in some newspaper printed and published in Queen Anne's County.

Filed March 24th. 1926. B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement Nisi Ratification of
Audit.
Filed April 22nd. 1926.

NISI RATIFICATION OF AUDIT.

Alfred Barrett
vs.
Alexander C, Cummins, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2609.

Ordered, This 24th. day of March, in the year nineteen hundred and twenty six, 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 16th. day of April, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of April, 1926, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed March 24, 1926.

THE CENTREVILLE RECORD.

Centreville, Md. April 22, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi RatificatioN of Audit in the case of Alfred Barrett, vs. Alexander C. Cummins, 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 two successive before the 9th. day of April, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, THIS 22nd. day of April, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, 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 notice appears to have been given as required by the Order Nisi Ratification and the Trustee is hereby authorized and directed to pay the several amounts in said account awarded to the several persons to whom the same are therein allowed by the AUDITOR: except that the amount of the collateral inheritance tax shall be paid to the Clerk of this Court, for the use of the State of Maryland.

Filed Apr. 23rd. 1926.

Thomas J. Keating
JUDGE.

NO. 2618 CHANCERY.

QueeN Anne's County, to wit: Be it remembered that on the seventeenth day of August, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

H. B. W. Mitchell, Assignee of Mortgage, vs. Elizabeth F. S. Jarrell and Clifton L. Jarrell, her husband. Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity. No. 2618

B. Hackett Turner, Clerk:

You will docket suit as per the above titling.

(Certified Copy of Mtg. recorded after Report of Sale on folio 248).

H. B. W. Mitchell
Attorney

Certified Copy of Bond.

QUEEN AnNE'S COUNTY, TO WIT: Be it remembered that on the second day of September, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W. Mitchell, of Queen Anne's County, Maryland, as principal and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound into the the State of Maryland, in the full and just sum of five 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, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this thirty first day of August, in the year nineteen hundred and twenty five.

WHEREAS, the said H.B.W. Mitchell is about to execute the power of sale contained in the mortgage from Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, to M. Emma Rolph, dated the eleventh day of February, nineteen hundred and twenty one, and recorded in Liber J.F.R. No. 6, folio 343, a laNd record book for Queen Anne's County and duly assigned to the said H.B.W. Mitchell for the purpose of foreclosure and collection.

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 fulfill any order or decree of any court of equity in relation to the sale of such mortgaged property or the proceeds thereof, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of:-

Seal's Place.

H.B.W. Mitchell. (SEAL)
Maryland Casualty Company.
By Chas. E. Tucker, Agent.
Countersigned by
H.B.W. Mitchell,
Attorney in fact.

Emma V. Erskine.

And on the back of the aforegoing bond was thus endorsed, to wit:-
Security approved and Bond filed 2nd. of September, in the year 1925.

B. H. 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, folio 177 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 2nd. day of Sept. in the year 1925.

$$$$$$$$$$$$$$
$ Seal's $
$ Place. $
$$$$$$$$$$$$$$

B. Hackett Turner,
Clerk.

Report of Sale.
Filed Sept. 15th. 1925.

H. B. W. Mitchell, Assignee of Mortgage, vs. Elizabeth F. S. Jarrell, Clifton L. Jarrell, her husband, Mortgagors.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. NO. 2618.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H.B.W. Mitchell, Assignee of Mortgage from Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, to M. Emma Rolph, dated the eleventh day of February, and recorded in liber J.F.R. No. 6, folio 343, a land record book for Queen Anne's County, and duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage by non payment of the principal mortgage debt thereby intended to be secured and the interest thereon, to your Honors respectfully sets forth:

That under and by virtue of the power of sale contained in the aforesaid mortgage a certified copy of said mortgage and of the assignment thereof being filed herewith as a part hereof, after having first given notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer and The Centreville Record, two newspapers printed and published in Queen Anne's County, for more than twenty one days previous to the day of sale, and by advertisement in The Kent News, a Newspaper printed and published in Kent County, and after having filed an approved bond conditioned for the faithful performance of his trust and to abide by and perform any order 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, September fifteenth, nineteen hundred and twenty five, between the hours of one thirty o'clock p.m. and after having first made the announcement that the said farm would be sold as containing two hundred and nine acres, three roods and five perches of land, more or less, instead of two hundred and twenty eight acres, more or less, as stated in said advertisement, and after having also made the announcement that the landlord's interest in the growing corn crop would go to the purchaser and that the purchaser would be required to pay the State and County taxes on said farm for the year nineteen hundred and twenty five, and sold the same to Mrs. M. Emma Rolph, she being then and there the highest bidder therefor, at and for the sum of fifty two hundred dollars. The purchaser has not complied with terms of sale, but the undersigned feels satisfied she will make satisfactory settlement. Said farm sold as aforesaid is situated in The Seventh Election District of said County, on the left or West side of the public road leading from Millington and Crumpton to Chestertown, by way of McGinnis' Corner, adjoining the lands of Samuel Logan, Joel T. McGinnes and others, and containing two hundred and nine acres, three roods and five perches of land, more or less, and being the same land as that described in said mortgage, and in the annexed advertisement, with the modification as to acreage as above set forth by announcement made immediately before said sale was started.

All of which is respectfully submitted.

H. B. W. Mitchell
ASSIGNEE OF MORTGAGE AND
VENDOR.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 15th day of September, September, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, 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 to the best of his knowledge and belief, and that the sale was fairly made.

B. Hackett Turner
CLERK OF THE CIRCUIT
COURT FOR QUEEN ANNE'S
COUNTY, MARYLAND.

Filed Sept. 15th. 1925.

Certificate of PublicatiòN
of AdvertisemeNt of Sale.
Filed Sept. 15th. 1925.

MORTGAGEE'S SALE OF VALUABLE FARM.

IN THE SEVENTY ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND.

UNder aNd by virtue of the power of sale contained in a mortgage from Elizabeth F. S. Jarrell and Clifton L. Jarrell, her husband, to M. Emma Rolph, her husband,to M. Emma Rolph, dated the eleventh day of February, 1921, and recorded in Liber J.F.R. No. 6, folio 343, etc., a laNd record book for QueeN Anne's County, Maryland, and duly assigned to the undersigned for the purpose of foreclosure and collection, default having occurred in the terms and conditions of said mortgage, the undersigned will sell at public auction in front of the Court House door in the town of centreville, Queen Anne's County, Maryland, on TUESDAY, SEPTEMBER 15, '25 beTween the hours of 1.30 and 2 o'clock P.M.

AlL THAT TRACT OF LAnD OR FARM, formerly known as the "Mary Stevens" or "Pere Brown" Farm, or by whatsoever other name or names the same may be known or called, composed of several parts of tracts now embraced in and cultivated as one farm, now in the occupancy of Edwin Tate, situate, lying and being in the Seventh Election District of Queen Anne's County, on the left or west side of the public road, leading from "I.B.", to the public road leading from Millington and Crumpton to Chestertown by way of McGinnes' Corner, adjoining the lands of Samuel Logan, Joel T. McGinnes and others, containing 228 ACRES OF LAND, more or less.

The improvemeNts coNsist of a FRAME DWELLING HOUSE, stable, large cow stable aNd sheds.

The farm is in a high state of cultivation and offers a splendid opportunity to any one desirous of buying property that will return good profits on the investment or desiring to acquire a home.

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 six and twelve months from the day of sale, deferred payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. Or all cash may be paid on day of sale at option of the purchaser. A cash payment of $1,000 wil be required at the time of sale. Title papers and stamps at expense of the purchaser.

H. B. W. Mitchell,
Assignee of Mortgage.
T. Frank Seward, Sheriff.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 15, 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgagee's Sale iN the case of H.B.W. Mitchell,ASsg. of Mortgage vs. Elizabeth F.S. Jarrell aNd Clifton L. Jarrell, her husband, 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 15th day of September in the year 1925.

The Centreville Observer Publishing co.
By Bertha G. Durney.

Certified Copy of Mortgage.

#8429. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of February, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this eleventh day of February, in the year nineteen hundred and twenty one, by Elizabeth F. S. Jarrell and Clifton L. Jarrell, her husband, of Kent County, in the State of Maryland.

WHEREAS, the said Elizabeth F.S. Jarrell and Clifton L. Jarrell, her hunsband, are justly indebted unto M. Emma Rolph of Queen Anne's County, Maryland, in the full sum of five thousand dollars for money loaned,to bear interest from the date of this mortgage, and for which said sum they have drawn and passed unto the said M. Emma Rolph, their joint and several promissory note, bearing even date herewith, payable five years after date, to the order of the said M. Emma Rolph for the said sum of five thousand dollars, at The Queen Anne's National Bank of Centreville, Centreville, Maryland, with interest on said note payable semi-annually from the date thereof, said note being endorsed upon its face "Secured by Mortgage of even date herewith"; and, WHEREAS, as a condition precedent to the making of the aforesaid loan it was agreed that the prompt payment thereof and all interest to accrue thereon at the time and as evidenced in said promissory note should be secured by the execution of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of five thousand dollars, the receipt whereof is hereby acknowledged, the said Elizabeth F. S. Jarrell and Clifton L. Jarrell, her husband, do hereby grant and convey unto the said M. Emma Rolph, her heirs and assigns, in fee simple, the following real estate, to wit:-

All that tract of land or farm, parts of tracts or parcels of land, the greater part thereof formerly known as the "Mary Stevens" or "Pere Brown" farm or by whatsoever other name or names the same may be known or called, composed of several parts of tracts now embraced in and cultivated as one farm, now in the occupancy of Irving Smith, situate, lying and being in The Seventh Election District of Queen Anne's County, Maryland, on the left or West side of the public road leading from "I.B." to the public road leading from Millington and Crumpton to Chestertown Ferry by way of McGinnis Corner and on the North side of the public road leading from the aforesaid first mentioned public road to what is known as Ewingtown, adjoining the Samuel Loganland and the Joel T. McGinnis land, containing two hundred and seven acres of land, more or less, the same being composed of tract No. 12 and Tract No. 13, released unto the said Elizabeth F.S. Jarrell in the indenture dated August the thirtieth, in the year nineteen hundred and four, by and between Clifton L. Jarrell and Elizabeth F.S. Jarrell, his wife, of the first part, and Emma B. Snitcher, of the second part, duly recorded among the land record books for Queen Anne's County, Maryland, in liber J.E.G. No. 6, fol. 491 &c., aNd twenty oNe acres, more or less, coNveyed to the said Elizabeth F.S. Jarrell in the deed from Edward B. Coleman and Jennie D. Coleman, his wife, dated September the fifth, in the year nineteen hundred and four, and recorded among the aforesaid land record books in Liber J.E.G. No. 6, fol. 525 &c., to which said Indenture and said deed reference is hereby specially made, and which said tract No. 12 aNd tract No. 13 were iNherited by the said Elizabeth F.S. Jarrell as the oNly child aNd only heir at law of George H. Snitcher, late of Queen Anne's County, deceased, who departed this life intestate.

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 Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, their heirs, executors, administrators or assigns, shall well and truly pay to the said M. Emma Rolph, her 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 evidenced by the aforesaid promissory note, 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 Elizabeth F.S. Jarrell, her heirs and assigns, shall possess said property.

And the said Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, jointly and severally, for themselves and each of them 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 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 M. Emma Rolph, 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 secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said M. Emma Rolph, her successors, executors, administrators or assigns, or H.B.W. Mitchell and Thomas J. Keating, or the survivor of them, their hereby duly constituted Attorneys 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 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 Elizabeth F.S. Jarrell 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 M. Emma Rolph, her executors, administrators or assigns, or H,B.W. Mitchell and Thomas J. Keating, or the survivor of them, their said Attorneys 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 indurred 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 Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, jointly and severally, for themselves and each of them and for their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness our hands and seals.

Elizabeth F. S. Jarrell (SEAL)

Witness: J. Raymond Simpers.

Clifton L. Jarrell (SEAL)

State of Maryland, Kent County, to wit:

I hereby certify that on this 11th day of February, in the year nineteen hundred and twenty one, before me, the subscriber, a Notary Public of the State of MaryleNd, iN aNd for KeNt County, personally appeared Elizabeth F. S. Jarrell and Clifton L. Jarrell, her husband, and did each acknowledge the within and aforegoing mortgage to be their respective act and deed.

Notary Public Seal.

J. Raymond Simpers
Notary Public.

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

I hereby certify that on this twelfth day of February, 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, personally appeared M. Emma Rolph, the within named mortgagee, and made oath that the consideration stated in the within and aforegoing mortgage was true and bona fide as therein set forth.

Ezekiel M. Forman
JUSTICE OF THE PEACE.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of September, in the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

I hereby transfer and assign the within and aforegoing mortgage to H.B.W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this 17th day of August, nineteen hundred and twenty five.

Witness: T.R. Valliant.

M. Emma Rolph (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. 6, folio 343 etc., a laNd record book for QueeN ANNe's County.

Seal's Place.

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

B. Hackett Turner, Clerk.

NISI.

H.B. W. Mitchell, Assignee of mortgage,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Elizabeth F.S. Jarrell,	(	IN EQUITY.
Clifton L. Jarrell, her husband.	)	CHANCERY NO. 2618.

ORDERED, This 15th day of September, A.D., 1925, that the sale of the real estate made aNd reported iN this cause by H.B.W. Mitchell, Assignee of Mortgage, be ratified and confirmedm unless cause to the contrary thereof be shown on or before the 21st 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 21st day of October next.

The Report states the amount of sales to be $5200.

B. Hackett Turner, Clerk.

Filed September 15th. 1925.

Certificate of Publication of Advertisement Order Nisi.

NISI.

H. B. W. Mitchell, Assignee of Mortgage,
vs.
Elizabeth F. S. Jarrell, Clifton L. Jarrell, her husband

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

ORDERED, This 15th. day of September, A.D. 1925, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell, assignee of mortgage, be ratified and confirmed, unless cause to the contraby thereof be shown on or before the 21st. 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 21st. day of October next.

The Report states the amount of sales to be $5200.00.

B. HACKETT TURNER, Clerk.
True Copy-Test:
B. HACKETT TURNER, Clerk.
Filed September 15th. 1925.

THE CENTREVILLE OBSERVER.

CeNtreville, Md. April 22, 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of H.B.W. Mitchell vs. Elizabeth F.S. Jarrell and Clifton L. Jarrell, Ch. #2618, 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 21st. day of Octobeb in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Margaret E. Durney.

Report aNd Account of
the Auditor.
Filed April 23rd. 1926.

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

H. B. W. Mitchell, assignee,	)	
	)	Chancery
vs.	)	
	)	Cause
Elizabeth F.S. Jarrell,	)	
Clifton L. Jarrell, her	)	No. 2618.
mortgagors.	)	

To the Honorable, the Judges of said Court;

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

That he has examined the papers filed in the above cause and the vouchers of H.B.W. Mitchell, the party making the sale reported in the proceedings of this cause, and he finds that the proceeds of sale after the costs of sale have been deducted therefrom are not sufficient to pay the claim of the mortgagee as of the day of sale in full.

That in the within account stated by the auditor, the said H.B.W. Mitchell is charged with the gross amount of the sale made by him and he is then allowed thereout his commissions for making the sale in accordance with the terms of mortgage and the rule of this court, the costs of advertising notice of sale and the several orders nisi of the cause, the amount paid by him to the surety on his bond to secure the bond, the amount paid auctioneer for crying the sale, the court costs and the fee of the auditor, and the balance then remaining, to wit: the sum of $4794.88, is distributed under him in part payment of his mortgage claim. And below the auditor has stated an account between the mortgagors and the assignee.

Respectfully submitted,

Madison Brown,
Auditor.

Elizabeth F. S. Jarrell and Clifton L. Jarrell,
to H.B.W. Mitchell, assignee, Dr.

To amount due on the mortgage mentioned in the proceedings of this cause on September, 15, 1925, day of sale, as follows:	
Amount of principal,	$5000.00
Interest due thereon on day of sale,	178.33
Commissions of the attorney in whose hands the mortgage was on day of sale,	258.92
	$5437.25
Credit: by amount distributed to H.B.W. Mitchell, assignee, within,	$4794.88
Balance, bearing interest from 15 Sept. 1925,-	$ 642.37

The proceeds of the sale of the mortgaged real estate of Elizabeth F.S. Jarrell and Clifton L. Jarrell, her husband, in account, with H.B.W. Mitchell, assignee of mortgage, vendor making the mortgage sale reported in this cause.

1925.			
Sept.	1925	Cr.	
15,	BY gross proceeds of the mortgage sale, per report of sale filed, to wit:		$5200.00.
	,,,,,,		
		Dr.	
" "	To H.B.W. Mitchell, vendor, for his commissions for making sale per terms of mortgage, the sum of	$253.00.	
	To do., for the costs of advertising notice of sale in Centreville Observer, per bill	45.00	

To do., for costs of advertising notice of sale in Centreville Record, per bill for same:		$21.37	
To do., for costs of advertising sale in Kent News, per bill for same, to wit:		15.00	
To dol, for the costs of advertising the order nisi on sale and order nisi on audit, sum of		8.00	
To do., for amount paid T. F. Seward, for crying as auctioneer the mortgage sale, the sum of		10.00	
To do., for the costs of his bond with corporate surety thereon, paid said surety, per receipted account for same, to wit:		15.00	
To do., for the court costs of this cause per statement of clerk of court as follows, to wit:			
Costs of B. H. Turner, clerk,	$18.75		
Appear. fee of H. B. W. Mitchell	10.00	28.75	
To Madison Brown, auditor, for stating this account, sum of		9.00	
To H. B. W, Mitchell, assignee of mortgage, on account of his mortgage claim, this balance, which is not sufficient to pay his claim in full, to wit: sum of		$4794.88	
		$5200.00	$5200.00

March 22, 1926.

Madison Brown, Auditor.

NISI RATIFICATION OF AuDIT.

H. B. W. Mitchell, assignee,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Elizabeth F.S. Jarrell,	(	IN EQUITY.
Clifton L. Jarrell, Mortgagors.	)	CASE NO. 2618.

ORDERED, This 23rd. day of April, in the year nineteen hundred and 26, 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 24th. day of May 1926; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of May 1926, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed April 23rd. 1926.

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NO. 2616 CHANCERY.

QueeN Anne's County, to wit: Be it remembered that on the seventh day of August, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit;

Charles E. Tucker, Assignee of Mortgage,	)	In the Circuit Court
vs.	)	for
Joseph Albert, and Julia Albert, his wife.	)	Queen Anne's County,
	)	In - Equity.

To B. Hackett TuRner, Clerk:

You will please docket suit as per above titling and file therein a certified copy of the mortgage from Joseph Albert, and Julia Albert, his wife, to Florence Scott Tucker, dated the twenty-3d. day of October, in the year nineteen hundred and sixteen, and recorded in Liber W.F.W. No. 9, folios 418 &c., a laNd record book for QueeN ANNe's CouNty, aforesaid, assigned to said Charles E. Tucker by Florence Scott Tucker, and recorded at foot of said mortgage in said Liber and folios.

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 said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof and for the non payment of taxes, as in said mortgage convenanted to be paid.

Also file in said cause the bond accompanying this order.

Chas. E. Tucker
ASSIGNEE OF MORTGAGE.

ATTORNEY:

M. B. Bordley.

Certified Copy of Mortgage.

#5612. QUEEN ANNE'S COUNTY, to wit: Be it remembered that oN the tweNty third day of October, iN the year NiNeteeN huNdred aNd sixteeN, the followiNg MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this tweNty third day of October, iN the year Nineteen hundred and sixteen, by Joseph Albert and Julia Albert, his wife, of Queen Anne's County, in the State of Maryland;

WHEREAS, the said Joseph Albert is justly indebted unto Florence Scott Tucker, of Queen Anne's County, State of Maryland, in the full and just sum of Three Hundred and Seventy Five Dollars, ($3&5.00), for money this day loaned and advanced to him and for which said sum of money so loaned and advanced the said Joseph Albert has drawn and passed unto the said Florence Scott Tucker, his promissory note for the sum of Three hundred and SevenTy Five Dollars ($375.00), said note bearing even date with this mortgage and being payable to the order of said Florence Scott Tucker one year after date at The Centreville NatioNal BaNk of MarylaNd, said Note being endorsed across its face with the words written in red ink "Secured by mortgage of even date", and for the interest to accrue on said sum of Three Hundred and Seventy Five Dollars during said year has passed unto the said Florence Scott Tucker his two other promissory notes each bearing even date with this mortgage and payable to the order of said Florence Scott Tucker at The Centreville NatioNal Bank of Maryland in six and twelve months after date respectively and each being for the sum of Eleven Dollars and Twenty Five Cents ($11.25), and each of said notes being endorsed across its face with the words written in red ink "Secured by mortgage of even date", and each of the above described notes containing a clause promising to pay all costs and attorney's commissions incident to the collection of same, if not paid at maturity;

AND WHEREAS, the said loaN aNd advaNce was made upon the express precedent condition and agreement that the said principal sum of Three Hundred and Seventy Five Dollars so loaned and advanced and the interest to accrue thereon, and the notes passed for the same, and the prompt payment thereof, should be secured and assured by a mortgage of the hereinafter described real estate;

NOW THIS MORTGAGE WITNESSETH, that for aNd iN coNsideration of the premises and the said sum of Three Hundred and Seventy Five Dollars ($375.00), receipt of which is hereby acknowledged, the said Joseph Albert and Julia Albert, his wife, do hereby grant and convey unto the said Florence Scott Tucker, her heirs and assigns, in fee simple, the following real estate, to wit:-

No. 1. All that tract, part of a tract or parcel of land, situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, on the northeast side of the public road leading from Roesville to Clark's Corner, being a part of those lands known as "Marlborough Addition", "Knott's Chance Resurveyed", and "Bad Beginning", or by whatsoever name or names the samemmay be known or now called, and described as follows, to wit:- Beginning for the same at the bridge over Blocktown Branch on the public road aforesaid, and running thence with said road south twenty seven degrees east, eight perches; thence south forty six degrees east, twenty two perches to a stake on the north side of said road; thence north thirty one degrees east, twenty nine perches to a stone; thence east one hundred and forty two and eight -tenths perches, with Roe's line to a post; thence north sixty four and one-quarter degrees west, one hundred and six perches; thence north thirty five degrees west, fifteen and seven-tenths perches; thence south thirty four degrees west, sixteen perches; thence south fifty one degrees west, eight perches to the lands of William Cuff; thence down the Branch aforesaid and with the lines of William Cuff's lands south eighty three degrees west, eleven and five-tenths perches; souther sixty seven degrees west, twenty two perches, and south thirty eight and one-half degrees west, forty two perches to the place of beginning, containing thirty four acres of land, more or less, and being the same land conveyed to the said Joseph Albert by deed of Kate Downes and others, said deed bearing date the twenty first day of October, in the year nineteen hundred and seven, and recorded in Liber S.S. No. 3, folio 477 &c., a land record book for said Queen Anne's County to which deed special reference is hereby made for a fuller and more complete description of the land hereby conveyed or intended to be conveyed.

No. 2. All that lot or parcel of laNd situate, lyiNg aNd beiNg in the Sixth Election District of Queen Anne's County, State aforesaid, on the Southwest side of the public road leading from Roesville to Bridgetown and contained within the following bounds, to wit:-

Beginning at the corner of the lot known as the "Ewing Lot" now owned by the said Joseph Albert and running in an easterly direction with the lines of farm formerly belonging to William H. Cecil two hundred and seven feet, thence in a northeasterly direction two hundred and ten feet; then in a westerly direction two hundred and seven feet to the said "Ewing Lot", then with said "Ewing Lot", two hundred and seven feet to the place of beginning; containing one acre of land, more or less, and being the same land described in the deed from William Hunter and wife to the said Joseph Albert, bearing date the twenty-seventh day of March, in the year eighteen hundred and eighty five, and recorded in Liber S.C.D. No. 6, folio 174 &c., a laNd record book for said QueeN Anne's County, to which deeds special reference is hereby made for a fuller and more complete description of said parcel of land.

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 described property under the power of sale hereinafter expressed, all annual crops, pitched, planted, or growing uponssaid property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Joseph Albert, his heirs, executors, administrators or assigns shall well and truly pay to the said Florence Scott Tucker, her heirs, executors, administrators or assigns, the aforesaid sum of Three Hundred and Seventy Five Dollars ($375.00)and the interest to accrue thereon, and the notes passed for the same as they shall severally fall due, and become payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performedm then this mortgage shall be void; and until default be made in the premises the said Joseph Albert, his heirs and assigns shall possess said property.

AND the said Joseph Albert, 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 at least the insurable value thereof in some company or companies approved by the said Florence Scott Tucker, her heirs, 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 Florence Scott Tucker, her heirs, executors, administrators or assigns, OR CHARLES E. TUCKER, 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 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 Joseph Albert 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 Florence Scott Tucker, her heirs, executors, administrators, successors or assigns, or CHARLES E. TUCKER, 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 alleexpenses 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 Joseph Albert, for himself, his heirs, executors, administrators and assigns hereby covenants to pay.-

Witness the hands and seals of the said mortgagors:-

Test: C.S. Jump.

JOSEPH ALBERT (SEAL)
her
JULIA x ALBERT (SEAL)
mark

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this twenty third day of October, 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 Albert and Julia Albert, his wife, and each acknowledged the aforegoing Mortgage to be their respective act.

C.S.JUMP

Justice of the Peace.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that oN this tweNty third day of October, 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 Florence Scott Tucker, 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.

QUEEN ANNE'S COUNTY, to Wit: Be it remembered that on the seventh day of August, in the year 1925, the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign the within and aforegoing mortgage Charles E. Tucker, for the purpose of collection, together with the interest due thereon from the twenty-third day of April, in the year nineteen hundred and twenty five.

Test: Emma V. Erskine.

Florence Scott Tucker (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. 9, folio 418 etc., a LaNd Record Book for QueeN ANNe's County.

Seal's Place.

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 August, in the year nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the seveNth day of August, iN the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. 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 fifteen hundred dollars ($1500.00) 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, 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 sixth day of August, in the year nineteen hundred and twenty five.

WHEREAS, A CERTAIN MORTGAGE FROM Joseph Albert aNd Julia Albert, his wife, to FloreNce Scott Tucker, bearing date twenty seveNth day of March, in the year eighteen hundred and eighty five, and recorded in Liber S.C.D. No. 6, folios 174 etc., a laNd record book for said Queen Anne's County aforesaid, assigned to said Charles E. Tucker by Florence Scott Tucker, and recorded at foot of said mortgage in said Liber and folio.

AND WHEREAS the above bouNdeN Charles E. Tucker, as the assigNee of Mortgage 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 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 the reason 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 provided for the payment thereof, and by reason of the non payment of 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, as covenanted to be paid therein.

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:
Emma V. Erskine.

Seal's Place.

Chas. E. Tucker (SEAL)
Maryland Casualty Company.
By Chas. E. Tucker, Agent.
Countersigned by
H.B.W. Mitchell.
Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 7th., 1925.

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. 170, a BoNd record book for QQueeN Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of August, in the year 1925.

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of August, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. 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 fifteen hundred dollars ($1500.00), 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, 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 seventh day of August, in the year nineteen hundred and twenty five.

WHEREAS, a certain mortgage from Joseph Albert and Julia Albert, his wife, to Florence Scott Tucker, bearing date the twenty third day of October, in the year nineteen hundred and sixteen, and recorded in Liber W.F.W. No. 9, folios 418 etc., a laNd record book for said QueeN ANne's County aforesaid, assigned to said Charles E. Tucker by Florence Scott Tucker, and recorded at foot of said mortgage in said Liber and folios.

And whereas the above bounden Charles E. Tucker, as the assignee of mortgage as aforesaid of the said above described mortgage, is about to execute the power of sale contained in the said mortgaged making sale of the mortgaged property, 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 by the reason 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 provided for the payment thereof, and by reason of the non payment of taxes levied and assessed upon said property 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, as covenanted to be paid therein,

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bouNden Florence Scott 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:
Emma V. Erskine.

Seal's
Place.

Charles E. Tucker. (SEAL)
Maryland Casualty Company
By Chas. E. Tucker, Agent.
Countersigned by
H.B.W. Mitchell, Attorney in fact.

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

Security approved and Bond filed Aug. 27th. 1925.

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. 174, etc. a BoNd record book for QueeN ANNe's County.

Seal's
Place.

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 August, in the year 1925.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Sept. 17th. 1925.

Charles E. Tucker, Assignee of Mortgage,	)	In the Circuit Court
vs.	)	for
Joseph Albert and Julia Albert, his wife.	)	Queen Anne's County, In-Equity.

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 nonpayment of the principal mortgage debt, the interest due thereon and the insurance in said mortgage, 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 Joseph Albert and Julia Albert, his wife, to Florence Scott Tucker, bearing date the twenty-third day of October, in the year nineteen hundred and sixteen, and recorded in Liber W.F.W. No. 9, folios 418 &c., a laNd record book for QueeN Anne's County, Maryland, which said mortgage was by an assignment duly assigned to the said Charles E. Tucker and recorded in Liber J.F.R. No. 2, folios 421 &c., a laNd record book for said Queen Anne's County, 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 Centreville Observer, two newspapers published in Queen Anne's County, aforesaid, for more than twenty one days before the day of sale, the said Charles E. Tucker, Assignee of said 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, the first day of September, in the year nineteen hundred and twenty -five, at the hour of 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 occured as above stated, proceeded to sell the real estate described in said mortgage, that is to say:-

That after announcing that the insurance past due and owing would be paid by the person making the sale, the purchaser to pay the taxes for the year nineteen hundred and twenty-five and to make whatever arrangements he chose to make with the present occupants, who are, Joseph Albert and Julia Albert, his wife, the mortgagors, he then and there offered at public sale to the highest bidder the real estate described in said advertisement by offering first the lot of land described in said mortgage as Parcel #2 for which the only bid received was Twenty Five Dollars ($25.00), he then offered Parcel #1 and the only bid was Three hundred dollars $300.00). he then offered both parcels as a whole and received a bid of Five Hundred and Ten Dollars ($510.00), from J. Milton Hunter, he being then and there the highest bidder therefor and same was sold to J. Milton Hunter. The terms of sale have not been complied with except that your Mortgagee has received the sum of Forty Six dollars ($46.00), an and order on William McKenney the third, Trustee for Maria McKenney for Five dollars ($5.00), which as yet has not been accepted or paid.

Respectfully submitted,

Chas. E. Tucker
ASSIGNEE OF MORTGAGE.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 17th day of September, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E. Tucker, Assignee of said 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.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Certificate of Publication of
Advertisement of Sale.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

UNder and by virtue of the power of sale contained in a mortgage from Joseph Albert and Julia Albert, his wife, to Florence Scott Tucker, dated the twenty-third day of October, in the year nineteen hundred and sixteen and recorded in Liber W.F.W. No. 9, folio 418 aNd assigNed to Charles E. Tucker, default haviNg occurred in the terms of said mortgage, the said 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, SEPTEMBER 1, 1925, commencing at two o'clock P.M., the following tracts of land, to wit:

PARCEL NO. 1.

All that tract, part of a tract or parcel of laNd, situate, lyiNg aNd being in the Sixth Election District of Queen Anne's County, aforesaid, on the Northeast side of the public road leadiNg from Roesville to Clark's Corner, being part of those lands known as "Marlborough's Addition", and containing 34 ACRES OF LAND, more or less, beiNg the same laNd more fully described iN said mortgage.

PARCEL NO. 2.

All that lot or parcel of laNd, situate, lyiNg and being in the Sixth Election District, of Queen Anne's County aforesaid, on the southwest side of the public road leading from Roesville to Bridgetown and containing ONE ACRE more or less, aNd being the same land more fully described in the aforesaid mortgage.

Improvements on this tract consist of a FRAME DWELLING aNd other Necessary outbuildiNgs.

TERMS OF SALE- ONe half of the purchase money will be required in cash on day of sale and the balance in six months from said day with interest from the day of sale, or all purchase money may be paid in cash on the ratification of the sale by the Court. All deferred payments

are to bear interest from day of sale. Title papers including revenue stamps at the expense of the purchaser. Further particulars made known on day of sale.

CHARLES. E. TUCKER
Assignee.

Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., Sept. 17, 1925.

The Centreville Record Publishing Co., hereby certifies that the Assignee's Sale in the case of Chas. E. Tucker, Assignee of Mortgage, vs. Joseph Albert and Julia Albert, his wife, mortgagors, 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 1st day of September, in the year 1925.

The Centreville Record Publishing Co.

Filed Sept. 17th. 1925. By L.E. Hopkins.

NISI.

Charles E. Tucker, Assignee of Mortgage	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Joseph Albert, Julia Albert, his wife.	(	IN EQUITY.
	)	CHANCERY NO. 2616

ORDERED, This 17th. day of September, A.D., 1925, that the sale of the real estate made aNd reported iN this cause by Charles E. Tucker, AssigNee of MorTgage, be ratified aNd confirmed, unless cause to the contrary thereof be shown on of before the 21st. 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 21st. day of Octob er next.

The Report states the amount of sales to be $510.00.

Filed Sept. 17th. 1925. B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed January 29th. 1926.

Charles E. Tucker, Assignee of Mortgage,	In the Circuit Court for
vs.	Queen Anne's County
Joseph Albert and Julia Albert, his wife, Mortgagors.	in Equity.
	Chy. Cause No. 2616.

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 October 23rd. 1916, and recorded in Liber W. F. W. #9, folios 418 &c., a land record book for said Queen Anne's County, Maryland, which said mortgage is attached hereto and filed herewith,	$375.00
Interest on said principal mortgage debt from April 23rd. 1925, to September 1st. 1925, (day of sale),	$ 8.00

Total amount of principal and interest due and owing September 1st. 1925, on said mortgage,	$383.00
Attorney's commissions at 5% on mortgage debt,	$ 19.15
TOTAL	$402.15

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 29th. day of January, 1926, in the year nineteen hundred and twenty six, 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 September 1st. 1926, due and owing by the Mortgagors 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.

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

CERTIFICATE OF PUBLICATION
OF ORDER NISI.
Filed Jany. 29th. 1926.

NISI.

Charles E. Tucker, Assignee,
vs.
Joseph Albert, Julia Albert, his wife,

In the Circuit Court for Queen Anne's County, in Equity; Chancery No. 2616.

ORDERED, This 17th. day of September, A.D., 1925, that the sale of the real estate made and reported in this cause by Charles E. Tucker, assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. 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 21st day of October next.
The Report states the amount of sales to be $510.00.

B. HACKETT TURNER, Clerk.
True Copy-Test:
B. HACKETT TURNER, Clerk.

Filed Sept. 17th. 1925.

THE CENTREVILLE OBSERVER.

Centreville, Md., Oct. 31st. 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi Ch. #2616, in the case of Charles E. Tucker, Assignee of Mortgage, vs. Joseph Albert and Julia Albert, 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 21st day of October in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.
by Margaret E. Durney.

Filed Jany. 29th. 1926.

FINAL ORDER OF RATIFICATION.

Charles E. Tucker, Assignee of Mortgage, vs. Joseph Albert, and Julia Albert, his wife, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Chy. Cause No.

ORDERED, this 2nd. day of February, in the year nineteen hundred and twenty six, 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 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 preceeding order nisi and the person making sale is allowed the usual commissions and all expenses not personal, for which he may produce vouchers to the auditor and which are named and provided for in the mortgage under which this sale reported was made.

Thomas J. Keating.

NO. 2617 CHANCERY.

Queen Anne's County, to wit: Be it remembered that on the seventh day of August, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

Charles E. Tucker, Mortgagee, vs. J. Thomas Gassaway, and Emily Gassaway, his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County, In-Equity.

TO B. Hackett Turner, Clerk,

Please docket suit forthwith on the chancery docket of your Court in accordance with the above titling and file in the paper in said cause a certified copy of the mortgage from J. Thomas Gassaway and Emily Gassaway, his wife, to Charles E. Tucker, dated July 8th. 1912, and recorded in Liber W.F.W. #1, folios 515 &c., a land record book for said Queen Anne's County, suit to be docketed by you as aforesaid, is a suit for the foreclosure of the above described mortgage under power of sale therein, because of default in the payment of the mortgage debt and interest. Enter the appearance of the undersigned as the Attorney for Plaintiff.

Chas. E. Tucker
ATTORNEY FOR PLAINTIFF.

Certified Copy of Mortgage.

#3139. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the eighth day of July, in the year nineteen hundred and twenty five, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this eighth day of July, in the year nineteen hundred and twelve, by J. Thomas Gassaway, and Emily Gassaway, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said J. Thomas Gassaway is justly indebted unto Charles E. Tucker, of the town of Centreville, Queen Anne's County, State of Maryland, for money this day loaned him, in the sum of Two hundred and twenty five Dollars, of which said sum twenty five dollars is to be repaid in six months from the date of these presents, and fifty dollars is to be repaid in one year from the date of these presents, and fifty dollars is to be repaid in two years from the date of these presents, and the balance of one hundred dollars is to be repaid in three years from the date of these presents, for which said principal sum the said J. Thomas Gassaway has passed unto the said Charles E. Tucker, his four promissory notes, each bearing even date herewith and each payable to his order at the Queen Anne's NatioNal Bank of Centreville, the first of said notes being drawn for the sum of twenty five dollars, and payable six months after date, the second of said notes being drawn for the sum of fifty dollars and payable one year after date, the third of said notes being drawn for the sum of fifty dollars and payable two years after date and the fourth of said notes being drawn for the sum of one hundred dollars and payable three years after date; and for the interest to accrue on said principal sum of two hundred and twenty five dollars for the first six months, and on said balance of two hundred dollars for the second six months, and on the said balance of one hundred and fifty dollars for the second year and on said balance of one hundred dollars for the succeeding or third years, the said J. Thomas Gassaway has passed unto the said Charles E. Tucker, his six other promissory notes, each bearing even date with these presents and each payable to his order at the Queen Anne's NatioNal BaNk of CeNtreville, iN six, twelve, eighteeN, twenty four, thirty and thirty six months respectively after date, the first of said notes payable as aforesaid in said six months, being for the sum of six dollars and seventy five cents ($6.75), representing the interest to accrue on the said sum of two hundred and twenty five dollars, and the second of said notes payable as aforesaid in twelve months being for the sum of six dollars, representing the interest to accrue on the sum of two hundred dollars, and the third and fourth of said notes payable as aforesaid in eighteen and twenty four months respectively, each being for the sum of four dollars and fifty cents ($4,50), representing the interest to accrue on the sum of one hundred and fifty dollars, and the fifth and sixth of said notes payable as aforesaid in thirty and thirty six months respectively, each being for the sum of three dollars, representing the interest to accrue on said sum of one hundred dollars, the balance of said principal sum. Each of said notes herein mentioned and described containing a promise to pay all attorney's commissions and cost incident to the collection of same if not paid at maturity, and each of said notes described herein bearing across its fact in red ink, the endorsement "Secured by mortgage of even date"; and

WHEREAS, the said loan was made upon the express precedent condition and agreement that the said loan, the interest to accrue on same and the notes passed for the same and the prompt payment of same should be secured and assured by a mortgage of real estate executed and delivered by the said J. Thomas Gassaway, and Emily Gassaway, his wife, to the said Charles E. Tucker.

NOW THIS MORTGAGE WITNESSETH, that for aNd iN coNsideratioN of the premises and the sum of one dollar, receipt of which is hereby acknowledged, the said J. Thomas Gassaway and Emily Gassaway, his wife, do hereby grant and convey unto the said Charles E.Tucker, his heirs, and assigns, in fee simple, the following described property, to wit:-

ALL of that lot, part of a lot, tract or part of a tract or parcel of land, situate, lying and being in the third election district of Queen Anne's County, State of Maryland, to the right of the public road leading from Brownsville Church to the public road leading from Centreville to Eorsica Neck, Now occupied by the said J. Thomas Gassaway, and adjoining the lands of Robert Gross, Henrietta Gassaway and the James Bramble Farm, now owned by William J. Price, and more particularly described as follows, to wit: Beginning for the same at a stake, (to be supplanted by a stone), in the ground at the north east corner of the lot set aside as a burying ground, said stake being in the line of the said "James Bramble" farm of William J. Price and running thence north eighty five degrees east, twenty and one fourth perches, thence south fifty seven degrees west, four perches, thence south twenty one degrees west, two perches, thence forty five degrees west, six perches, then south forty eight degrees west, five perches, thence south seventy one degrees west, four perches, thence south forty four and one half degrees west, three and one half perches, thence north three degrees east, twenty three and three quarter perches to the place of beginning, containing two acres of land, more or less, being the same land described in a deed from Margaret Barnes or Bonds and Henrietta Gassaway, to the said J. Thomas Gassaway, bearing date the eighth day of April, nineteen hundred and seven, and recorded in Liber S.S. #3, folios 253 &c., a land record book for said Queen Anne's County, to which deed reference is hereby made for a more complete description of the land hereby 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. 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 J. Thomas Gassaway, his heirs, executors, administrators or assigns shall well and truly pay to the said Charles E. Tucker, his heirs, executors, administrators or assigns, the aforesaid sum of two hundred and twenty five dollars and the notes passed for the same as they shall severally 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 performed, then this mortgage shall be void; and until default be made in the premises the said J. Thomas Gassaway, his heirs and assigns shall possess said property.

AND, the said J. Thomas Gassaway, for himself, and 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 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 their insurable value, in some Company or Companies approved by the said Charles E. Tucker, 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 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 Charles E. Tucker, his heirs, executors, administrators or assigns, or CHARLES E. TUCKER, 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 said Queen Anne's County, 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 J. Thomas Gassaway 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 Charles E. Tucker, his executors, administrators, successors or assigns, or CHARLES E. TUCKER, 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 J. Thomas Gassaway for himself, his heirs, executors, administrators and assigns hereby covenants to pay.

Witness their hands and seals.

TEST;
Ray Turner.

J. THOMAS GASSAWAY (SEAL)
EMILY her x mark GASSAWAY (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that oN this eighth day of July, in the year nineteen hundred and twelve, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared J. Thomas Gassaway and Emily Gassaway, his wife, and each acknowledged the aforegoing mortgage to be their respective act, and at the same time personally appeared Charles E. Tucker, the within named mortgagee, and made oath in due form of law that the consideration named in the aforegoing mortgage is just and true as therein set forth.

RAY TURNER.

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. 1, folio 515 etc., a LaNd Record Book for QueeN ANNe's CouNty.

$$$$$$$$$$$$$
$ Seal's $
$ Place. $
$$$$$$$$$$$$$

IN testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of August, in the year nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT; Be it remembered that oN the seveNth day of August, iN the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker, of QueeN ANne's County, in the State of Maryland, and the Maryland Casualty 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 Hundred dollars ($500.00) 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, 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 eighth day of April in the year nineteen hundred and seven.

WHEREAS, the above bounden Charles E. Tucker is about to execute the power of sale contained in a certain mortgagee from J. Thomas Gassaway and Emily Gassaway, his wife, to the said Charles E. Tucker bearing date the eighth day of April, in the year nineteen hundred and seven, and recorded in Liber S.S. #3, folios 258 etc., a land record book for said Queen Anne's County, Maryland, 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 named in said Mortgage and by reason 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 provided for the payment thereof;

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 the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force in law.

Signed, sealed and delivered
in the presence of
Emma V. Erskine.

Seal's
Place.

Chas. E. Tucker. (SEAL)
Maryland Casualty Company
By Chas. E. Tucker, Agent.
Countersigned by
H.B.W. Mitchell,
Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed Aug. 7th. 1925.

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. 172, a Bond Record book for Queen Anne's County.

Seal's
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of August, in the year 1925.

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty seventh day of August, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker, of Queen Anne's County, in the State of Maryland, and the Maryland Casualty 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 Hundred dollars ($500.00) 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, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firml y by these presents, sealed with our seals and dated this seventh day of August, in the year nineteen hundred and twenty five.

WHEREAS, the above bounden Charles E. Tucker, is about to execute the power of sale contained in a certain mortgage from J. Thomas Gassaway and Emily Gassaway, his wife, to the said Charles E. Tucker, bearing date the eighth day of July, in the year nineteen hundred and twelve, and recorded in Liber W.F.W. No. 1, folios 515 etc., a land record book for said Queen Anne's County, Maryland, 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 named in said mortgage and by reason 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 provided for the payment thereof;

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 the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force in law.

Signed, sealed and
delivered in the
presence of:-
Emma V. Erskine.

Seal's
Place.

Charles E. Tucker. (SEAL)
Maryland Casualty Company.
By Chas. E. Tucker, Agent.
Countersigned by
H.B.W. Mitchell, Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Aug. 27th. 1925.

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. 175 etc., a Bond Record Book for Queen Anne's County.

Seal's
Place.

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 August, in the year 1925.

B, Hackett Turner, Clerk.

Report of Sale.
Filed Sept. 17th. 1925.

Charles E. Tucker, Mortgagee.	)	In the Circuit Court
vs.	)	for
J. Thomas Gassaway, and Emily Gassaway, his wife, Mortgagors.	)	Queen Anne's County, In-Equity.

To the Honorable, the Judges of said Court:-

The Report of Charles E. Tucker, Mortgagee, hereinafter described, to your Honors, respectfully sets forth:

1. That default was made under the mortgage mentioned in these proceedings by reason of the nonpayment of the principal mortgage debt, the interest due thereon and the insurance in said mortgage, 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 the said J. Thomas Gassaway and Emily Gassaway, his wife, to said Charles E. Tucker, bearing date the eighth day of July, in the year nineteen hundred and twelve, and recorded in Liber W.F.W. No. 1, folios 515 &c., a laNd record book for Queen Anne's County, Maryland, 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, Mortgagee, 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 Centreville Observer, two newspapers published in Queen Anne's County aforesaid, for more than twenty one days before the day of sale, the said Charles E. Tucker, Mortgagee of said 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, the first day of September, in the year nineteen hundred and twenty-five, at the hour of 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 occured as above stated, proceeded to sell the real estate described in said mortgage, that is to say:

That after announcing that the insurance past due and owing would be paid by the person making the sale, the purchaser to pay the taxes for the year nineteen hundred and twenty-five and to make whatever arrangements he chose to make with the present occupants, who are, J. Thomas Gassaway and Emily Gassaway, his wife, the mortgagors, he then and there offered at public sale to the highest bidder the real estate described in said advertisement by offering same and received a bid of four hundred and seventy five dollars ($475.00), from Arthur Gassaway, he being then and there the highest bidder therefor and same was sold to said Arthur Gassaway at and for the sum of Four hundred and seventy five dollars ($475.00). The terms of sale have not been complied with, except that your Mortgagee has received the sum of one hundred and thirty five dollars ($135.00). The purchaser assures Mortgagee that he will comply with the terms of sale, upon ratification of the sale, by this Honorable Court.

Respectfully submitted,

Chas. E. Tucker
Assignee of Mortgage.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 17th day of September, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E. Tucker, 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.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Certificate of Publication of
Advertisement of Sale.

MORTGAGEE'S SALE OF A VALUABLE LOT OF LAND.

IN Queen Anne's County.

Under and by virtue of the power of sale contained in a mortgage from J. Thomas Gassaway and Emily Gassaway, his wife, to Charles E. Tucker,, dated the eighth day of July in the year nineteen hundred and twelve and recorded in Liber W.F.W. No. 1, folio 515 etc., a LaNd Record Book for Queen Anne's County, default having occurred in the terms of said mortgage, the undersigned, as mortgagee will sell at public sale in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAy, SEPT. 1, 1925 commencing aT 2 o'clock P.M.

ALL OF THAT LOT, PART OF A LOT, TRACT OR PART OF A TRACT OR PARCEL OF LAND situate, lying and being in the Third Election District of Queen Anne's County, State aforesaid, to the right of the public road leading from Brownsville Church to the public road leading from Centreville to Corsica Neck, now occupied by the said J. Thomas Gassaway and adjoining the lands of Robert Gross, Henrietta Gassaway, and the James Bramble farm, containing TWO ACRES OF LAND, more or less and being the same land more fully described in the aforesaid mortgage. Improvements consist of a FRAME DWELLING.

TERMS OF SALE-ONe half of the purchase moNey will be required iN cash oN day of sale aNd the balaNce in six months from said day with interest from the day of sale, or all purchase money may be paid in cash on the ratification of the sale by the court. All deferred payments are to bear interest from day of sale. Title papers including revenue stamps at the expense of the purchaser. Further particulars made known on day of sale.

CHARLES E. TUCKER,
Mortgagee.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 17, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Mortgagee's Sale in the case of Chas. E. Tucker, mortgagee, vs. J. Thos. Gassaway, and Emily Gassaway, Mtgr. 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 1st day of September in the year 1925.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

Filed Sept. 17th. 1925.

NISI.

Charles E. Tucker, Mortgagee vs. J. Thomas Gassaway aNd Emil y Gassaway, his wife, Mortgagors	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2617.

ORDERED, This 17th. day of September, A.D. 1925, that the sale of the real estate made aNd reported iN this cause by Charles E. Tucker, Mortgagee, be ratified aNd confirmed, unless cause to the contrary thereof be shown on or before the 26th. 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 26th day of October next.

The Report states the amount of sales to be $475.00.

B. Hackett Turner, Clerk.

Filed Sept. 17th. 1925.

Certificate of Publication of
Advertisement Order Nisi.
Filed Jany. 29th. 1926.

ORDER NISI.

Charles E. Tucker, Mortgagee,
vs.

J. Thomas Gassaway and Emily Gassaway,
his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2617.

Ordered, This 17th. day of September, A.D. 1925, that the sale of the real estate made and reported in this cause by Charles E. Tucker, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 26th. day of October next.

The Report states the amount of sales to be $475.00.

B. HACKETT TURNER, Clerk.

True Copy-
Test: B.HACKETT TURNER, Clerk.
Filed Sept. 17th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md. Oct. 5th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Charles E. Tucker, Mortgagee, vs. J. Thomas Gassaway and Emily Gassaway, his wife, Mortgagors, Cause #2617, 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 26th. day of October in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

Statement of Mortgage Debt.

Charles E. Tucker, Mortgagee, vs. J. Thomas Gassaway, and Emily Gassaway, his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County, In-Equity. Chy. Cause No. 2617.

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 the 8th. day of July 1912, and recorded in Liber W.F.W. # 1. folios 515 &c., a land record book for said Queen Anne's County, which said mortgage is attached hereto and filed herewith, - ----------	$225.00
Interest on said principal mortgage debt from July 8th. 1923., to September 1st., 1925 (day of sale), ----------	$ 28.95
For cash paid by Mortgagee for Insurance on Buildings, ----	$ 18.10
Total amount of principal and interest due and owing September 1st., 1925, on said Mortgage, ----------	$272.05
Attorney's commissions at 5% on mortgage debt, ----------	$ 13.60
TOTAL, ----------	$285.65

STATE OF MArYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 29th. day of January, 1926, in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E. Tucker, the Mortgagee 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 interest thereon to September 1st., 1925, and insurance on buildings due and owing by the Mortgagor, the said original mortgage and said principal notes mentioned in said Mortgage for the principal mortgage debt secured by the said Mortgage being hereto attached and filed herewith.

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

FINAL ORDER RATIFYING SALE.
Filed Feby. 2nd. 1926.

ORDERED, this 2nd. day of February, in the year nineteen hundred and twenty six, 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, Mortgagee, in the above entitled 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 as directed by the proceeding order nisi and the person making sale is allowed the usual commissions and all expenses, not personal, for which he may produce vouchers to the auditor and which are named and provided for in the mortgage under which this sale reported was made.

Filed Feby. 2nd. 1926. Thomas J. Keating.

NO. 2567 CHY.

QueeN ANne's County, to wit: Be it remembered that on the twenty second day of September, in the year nineteen hundred and twenty four, the following Bill of Complaint was filed for record, to wit:

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

Mary M. BreediNg,	
- versus	
Estella C. AmeNt aNd Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant.	Chancery, Docket, Number.

TO THE HONOURABLE THE JUDGES OF SAID COURT:

Your Oratrix, complaining says:

1 That George Harman Covey, late of Queen Anne's County, deceased, was in his lifetime seized and possessed, among other things, of a tract of land or farm called or known as "Chestnut Meadows", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, onthe east side of the public road leading from Hope to Ruthsburg, containing one hundred and fifty eight acres and sixteen perches of land, more or less, being the same land described in the deed from C. Marion Covey to the said George Harman Covey, dated the twenty third day of April, nineteen hundred and seven, and recorded in Liber S.S. No. 3, folio 29 etc., a laNd record book of said couNty aNd described iN the deed referred to.

2 That the said George HarmaN Covey oN or about the fourth day of May, iN the year nineteen hundred and ten, made and executed in writing in due form of law, his last will and testament, by which he did devise all his property, real and personal, unto your Oratrix, who was then Mary M. Covey, his wife, for and during the term of the life of your Oratrix,and then in fee to his children living at the time of his death, share and share alike; see copy of will hereinafter referred to.

3 That being so seized and possessed of the tract of land above mentioned the said George Harman Covey departed this life some time in the month of June, nineteen hundred and ten, leaving said last will and testament unaltered and unrevoked; and that on or about the twenty first day of June, nineteen hundred and ten, said last will and testament was admitted to probate in due form of law before the Orphans' Court for Queen Anne's County aforesaid and a copy of said last will and testament, duly certified and marked "Exhibit No. 1" is filed herewith as part hereof.

4 That the said George HarmaN Covey left surviving him at the time of his death in addition to your Oratrix, his wife, who is now Mary M. Breeding, the following named children, to wit: Estella Covey, who is now Estella C. Ament and the wife of Peter Ament; Eva Covey, who is now Eva C. Collar and the wife of Raymond Collar; Mary E. Covey, who is now Mary E. Crider and the wife of George Crider; and Marguerite C. Covey.

5 That the tract of land above named and described passed under Item Two of said last will and testament unto your Oratrix for and during the term of her natural life and is so now held by her with remainder in fee unto the four children of the said testator above named, share and share alike.

6 That your Oratrix represents unto Your Honours that she is unable to manage said real estate either to her own advantage or to the advantage of the said children of the said George Harman Covey; that she has not resided in Queen Anne's County aforesaid for a number of years and at the present time she is a non resident of the State of Maryland and has therefore been unable and is now unable to give much personal attention to the management of said farm and she has a number of years been obliged to entrust the management of said farm to yearly tenants who have not been able to give that care to said farm which any owner of the farm would have given and the farm has been and is deteriorating in value to the detriment of your Oratrix as well as to the detriment of the said children of the said testator who will become entitled to said property in fee upon the death of your Oratrix; and that it will be to the advantage of all parties concerned that the said real estate be sold and the proceeds of sale invested under the direction of this Court to endure to the same parties and in like manner as by the said last will and testament is provided.

7 That all the defendants are non-residents of the State of Maryland, residing in the State of New Jersey.

8 That the following defendants are over the age of twenty one years, to wit: Estella C. Ament and Peter Ament, her husband; Eva C. Collar and Raymond Collar, her husband.

9 That the following defendants are under the age of twenty one years, to wit: Marguerite C. Covey, who was born in the month of January, nineteen hundred and nine, Mary E. Crider who was born in the month of May, nineteen hundred and four, and the said George Crider, her husband.

To the end therefore:

(1) That the said tract of land or farm may be sold and the proceeds invested for the benefit of the parties of this suit according to their respective rights under the said last will and testament of the said George Harman Covey, deceased.

(2) That your Oratrix may have such other and further relief as her case may require.

May it please Your Honours to grant unto your Oratrix the order of publication giving notice to the said Estella C. Ament and Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, infant, and Marguerite C. Covey, infant, all of the State of New Jersey as aforesaid, who are NoN resideNts of this State, 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 as in duty bound, etc.

Mary M. Breeding
Per Wm. R. Horney.

Harper & Horney

Attorneys for Plaintiff.

Mary M. Breeding.

Exhibit No. 1.
Filed July 7th. 1925.

IN THE NAME OF GOD AMEN:

I, George Harman Covey, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for my last will and testament in manner and form as follows, to wit:

ITEM 1. I direct that all my just debts and funeral expenses shall be paid out of my personal estate by my executors herein after to be named.

ITEM 2. I give, devise and bequeath all my property, real, personal and mixed, whereever same may be situated, unto my wife, Mary Covey, for and during the term of her natural life and no longer, and then in fee to my children, living at the time of my death, share and share alike.

ITEM 3. If in the judgment of my executors hereinafter to be named, it is deemed by them to be to the best interest of my wife and children that the small farm, known as "The Sullivan or Mason" tract of land, shall be sold. I hereby authorize and empower my executors hereinafter named or the survivor of them, or the executor or executors for the time being of this my will, to sell and convey at private or public sale, the said "Sullivan or Mason" tract of land; and I also further authorize and empower my said executors, to receive and invest the proceeds and pay and apply the interest and income thereof, to my said wife so long as she shall live.

ITEM 4. I do hereby appoint, constitute my said wife, Mary Covey and Eugene Pennington executors of this, my last will and testament.

IN TESTIMONY WHEREOF, I hereuNto set my haNd aNd affix my seal this 4th day of May, iN the year NiNeteen hundred and ten.

George Harman his x mark. Covey (SEAL)

Test: J. M. Corkran.

Test: Catherine Covey.

SIGNED, SEALED, PUBLISHED aNd DECLARED by George HarmaN Covey, the above named testator, as and for his last will and testament, in our presence and in the presence of each of us, who at his request, and in his presence and in the presence of each other, have hereunto set our hand as witnesses hereto.

J. M. Corkran.

Catherine Covey.

State of Maryland,

Queen Anne's County, Sct:

21st day of June, A.D. 1910. Then came Eugene Pennington, Custodian and in the Presence of Almighty God he did solemnly promise and declare, with uplifted hand, in due form of law that he does not know of any Will or Codicil to a Will of George Harman Covey, late of said County, deceased, other that the aforegoing Instrument of Writing and that he received the same from a messenger on or about the first day of June, 1910.

Robert W. Thomas
Register of Wills for Queen Anne's County, Md.

Test:

State of Maryland,

Queen Anne's County, Sct:

21st day of June, A.D. 1910. Then came Dr. J.M. Corkran, one of the subscribing witnesses to the aforegoing last Will and Testament of George Harman Covey, late of the County aforesaid, deceased, and in the presence of Almighty God, he did solemnly promise and declare with uplifted hand, in due form of law, that he did see the testator, therein named, sign and seal the said Will, that he 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 his apprehension of sound and disposing mind, memory and understanding, and that he together with Catherine Covey the other subscribing witness respectively subscribed their names as witnesses to said Will in the presence and at the request of said testator and in the presence of each other.

Robert W. Thomas.

Cert: per

Register of Wills for Queen Anne's County, Md.

State of Maryland,

Queen Anne's County, Sct:

21st day of June, A.D. 1910.

Then came Catherine Covey, the other subscribing witness to the aforegoing last Will and Testament of Geo. Harman Covey, late of the County aforesaid, deceased, and in the presence of Almighty God she did solemnly promise and declare with uplifted hand in due form of law, that she did see the Testator therein named, sign and seal said Will; that she 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 her apprehension of sound and disposing mind, memory and understanding, and that she together with Dr. J.M. Corkran the other subscribing witness, respectively subscribed their names as witnesses to said Will, in the presence and at the request of said testator and in the presence of each other.

Robert W. Thomas

Cert: per

Register of Wills for Queen Anne's County, Md.

In the Orphans' Court for Queen Anne's County:

The aforegoing last Will and Testament of Geo. Harman Covey, late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made, although notice according to the direction of the Court appears to have been given to the next relations of said deceased;

The Court, after having carefully examined the said Will of Geo. Harman Covey and also the evidence adduced as to its validity, Orders and decrees, this 21st day of June, 1910, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Geo. Harman Covey, deceased.

Wm. J. Price

Geo. I. Harrison

Jos. B. Cook

Judges of the Orphans' Court
for Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, 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 George Harman Covey, together with probates attached, as filed and passed in this office on June 21, 1910, and recorded in Liber R.W.T. No. 1, folio 305 etc., in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 22nd day of September, 1924.

Wm. T. Bishop
Register of Wills for Queen Anne's
County, Maryland.

Order of Publication.
Sept. 22nd, 1924.

ORDER OF PUBLICATION.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY_ IN EQUITY;

Mary M. BreediNg,	
versus	CHANCERY
Estella C. AmeNt and Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant..	DOCKET NUMBER

The object of this suit is to procure the sale of the farm called "ChestNut Meadows" situate iN the Sixth Election District of Queen Anne's County, State of Maryland, on thepublic road from Hope to Ruthsburg, owned by George M. Covey, late of said county, deceased, at the time of his death and devised by him by his last will and testament dated the fourth day of May, in the year nineteen hundred and ten, and recorded in Liber R.W.T. No. 1, folios 305 &c., a will record book of QueeN ANNe's CouNty, aforesaid, uNto his wife, Mary M. Covey, Now Mary M. BreediNg, the plaiNtiff, for life aNd at her death to his children living at the time of his death on the ground that such a sale would be to the interest and advantage of all the parties interested in said land under said will, and for an investment of the proceeds of sale for the benefit of said parties to their respective interests.

The full language and terms of the bill of complaint are as follows, to wit:

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

Mary M. Breeding,	
versus	Chancery
Estella C. Ament and Peter Ament, Her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant.	Docket, Number

TO THE HONOURABLE, THE JUDGES OF SAID COURT:

Your Oratrix, compLaiNiNg says:

1 THat George Harman Covey, late of Queen Anne's County, deceased, was in his lifetime seized and possessed, among other things, of a tract of land or farm called or known as "Chestnut Meadows", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Hope to RutHsburg, containing one hundred and fifty eight acres and sixteen perches of land, more or less, being the same land described in the deed from C. Marion Covey to the said George Harman Covey, dated the twenty third day of April, nineteen hundred and seven, and recorded in Liber S1S. No. 3, folio 29 etc., a laNd record book of said couNty aNd described iN the deed referred to.

2 That the said George HarmaN Covey oN or about tHe fourtH day of May, iN tHe year nineteen hundred and ten, made and executed in writing in due form of law, his last will and testament, by which he did devise all his property, real and personal, unto your Oratrix, who was then Mary M. Covey, his wife, for and during the term of the life of your Oratrix, and then in fee to his children living at the time of his death, share and share alike; see copy of will hereinafter referred to.

3 That being so seized and possessed of the tract of land above mentioned the said George Harman Covey departed tHis life sometime in tHe montH of June, nineteen Hundred and ten, leaving said last will and testament unaltered and unrevoked; and tHat on or about tHe twenty first day of June, nineteen hundred and ten, said last will and testament was admitted to probate in due form of law before the Orphans' Court for Queen Anne's County aforesaid and a copy of said last will and testament, duly certified and marked "Exhibit No. 1" is filed herewith as part hereof.

4 That the said George HarmaN Covey left surviving him at the time of his death in addition to your Oratrix, his wife, who is now Mary M. Breeding, the following named children, to wit: Estella Covey, who is now Estella C. Ament and the wife of Peter Ament; Eva Covey, who is now Eva C. Collar, and the wife of Raymond Collar; Mary E. Covey, who is now Mary E. Crider and the wife of George Crider; and Marguerite C. Covey.

5 That the tract of land above named and described passed under Item Two of said last will and testament unto your Oratrix, for and during the term of her natural life and is so now held by her with remainder in fee unto the four children of the said testator above named, share and share alike.

6 That your Oratrix represents unto Your Honours that she is unable to manage said real estate either to her own advantage or to the advantage of the said children of the said George Harman Covey; that she has not resided in Queen Anne's County aforesaid for a number of years and at the present time she is a non resident of the State of Maryland and has therefore been unable and is now unable to give much personal attention to the management of said farm and she has a number of years been obliged to entrust the management of said farm to yearly tenants who have not been able to give that care to said farm which any owner of the farm would have given and the farm has been and is deteriorating in value to the detriment of your Oratrix as well as to the detriment of the said children of the said testator who will become entitled to said property in fee upon the death of your Oratrix; and that it will be to the advantage of all parties concerned that the said real estate be sold and the proceeds of sale invested under the direction of this Court to endure to the same parties and in like manner as by the said last will and testament is provided.

7 That all the defendants are non-residents of the State of Maryland, residing in the State of New Jersey.

8 That the following defendants are over the age of twenty one years, to wit: Estella C. Ament, and Peter Ament, her husband; Eva C. Collar and Raymond Collar, her husband.

9 That the following defendants are under the age of twenty one years, to wit: Marguerite C. Covey who was born in the month of January, nineteen hundred and nine, Mary E. Crider, who was born in the month of May, nineteen hundred and four, and the said George Crider, her husband.

To the end therefore:

(1) That the said tract of land or farm may be sold and the proceeds invested for the benefit of the parties of this suit according to their respective rights under the said last will and testament of the said George Harman Covey, deceased.

(2) That your Oratrix may have such other and further relief as her case may require.

May it please your Honours to grant unto your Oratrix the order of publication giving notice to the said Estella C. Ament and Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant and George Crider, her husband, infant, and Marguerite C. Covey, infant, all of the State of New Jersey as aforesaid, who are Non residents of this State, 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 as in duty bound, etc.

Mary M. Breeding
Per Wm. R. Horney.

Harper & Horney
Attorneys for Plaintiff.

It is thereupon, this 22nd day of September, 1924, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County aforesaid, one in each of four successive weeks before the 29th day of October, 1924, give notice to Estella C. Ament and Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant, who the bill states are absent or non-residentsdefendants, of the object and substance of this bill, warning them to appear in person or by solicitor, on or before the 17th day of November Next, to show cause, if aNy they have, why a decree ought not to be passed as prayed.

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

Filed Sept. 22nd, 1924.

The aforegoing Affidavit filed Sept. 25th. 1925, was attached to the copy of the Order of Publication.

Affidavit of Wm. R. Horney.
Filed Sept. 25th. 1924.

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 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 William R. Horney who having been first sworn by me according to law, did depose and say.

My name is William R. Horney. I am an Attorney at Law and reside in Queen Anne's County, Maryland. I am one of the attorneys or solicitors of the complainants in a cause in the Circuit Court for Queen Anne's County, in Equity, bearing this titling:

Mary M. Breeding,

Cause No. 2567.

versus

Estella C. AmeNt aNd Peter, her husbaNd, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant.

On September 24, 1924, I went to the City of Camden, in the State of New Jersey, for the purpose of serving on behalf of the plaintiff on the defendants a copy of the order of publication passed in the above mentioned cause and on the said twenty fourth day of September, 1924, I did serve a copy of said order of publication, to wit: the within and aforegoing copy of said order of publication upon Estella C. Ament, Peter Ament, Eva Collar and Raymond Collar, four of the defendants by reading the within and aforegoing order of publication upon them and each of them on the said 24th day of September, 1924, in the City of Camden, in the State of New Jersey.

ANd oN the 24th day of September, 1924, I did serve at the request aNd oN behalf of the plaiNtiff of the above cause the withiN aNd aforegoiNg copy of order of publicatioN upon Mary E. Crider, George Crider and Marguerite C. Covey, who are infants under twenty one years of age, by reading the same to them and each of them on said day in the City of Camden, in the State of New Jersey, aNd that at the same time aNd at the same place I did leave with Mary M. BreediNg who is the mother of the said Mary E. Crider aNd Margierite C. Covey and who is the mother-in-law of the said George Crider, another copy of said order of publication furnished me by the Clerk of the above named Court and duly certified to by him.

William R. Horney

Subscribed and sworn to before me on date above mentioned.

In witness whereof I hereunto subscribe my name and affix my seal NOTARIAL day aNd year above written.

Notary Public Seal.

Bertha G. Durney
Notary Public.

Filed Sept. 25th, 1925.

ANswer of
Estella C. Ament,
Peter Ament,
Eva C. Collar,
Raymond Collar, and power of attorney from
them to Madison Brown to appear and act for them.
Filed Sept. 25th. 1924.

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

Mary M. Breeding,	)
versus	(Chancery
Estella C. Ament and Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant.	) Docket (Number

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joiNt aNd several aNswer of Estella C. AmeNt aNd Peter AmeNt, her husband, Eva C. Collar and Raymond Collar, her husband, defendants in the above cause, to the Bill of Complaint of Mary M. Breeding against them and Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant, in this Court exhibited.

These defendants, answering, say:-

(1) that they admit the several matters and facts stated and charged in said Bill of Complaint to be true as therein set forth, and they consent to the passage of such decree in the premises as may be right.

And as in duty bound, &c.,

Madison Brown,
Attorney for
these respondents-

Estella C. Ament
Peter Ament.
Eva C. Collar.
Raymond Collar.

To Madison Brown, Attorney at Law:-

You are hereby authorized and requested to enter your appearance as attorney for us and each of us in the above cause and to file therein the aforegoing Answer, and to take such other steps and file such other and further papers in said cause for us and in our behalf as our attorney as shall be necessary to enable the relief prayed for in the Bill of Complaint filed in said cause to be obtained.

Estella C. Ament
Peter Ament
Eva C. Collar
Raymond Collar.

Petition and Order of Court
Appointing Guardian Ad Litem.
Filed June 20th. 1925.

IN THE CIRCUITCOURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

Mary M. Breeding,	(Chancery
versus	) Docket
Estella C. Ament, et al.,	(No. 2567.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Mary M. Breeding, complaining above Named, by William R. Horney, her attorney, unto Your Honors, respectfully sets forth:

That as will appear by reference to the bill of complaint filed in the above cause, three of the defendants to said bill, to wit: Marguerite C. Covey, Mary E. Crider and George Crider, her husband, are infants, under the age of twenty one years.

That the order of publication heretofore passed in this cause against said infants, all of whom are non-residents of the State of Maryland, has been duly served in accordance with law upon said infants, as will appear from a certified copy of said order of publication marked "Order of Publication to be served" and "Served Copy", filed September 25th. 1924, in this cause.

That your petitioner is advised that because of the infancy of said non-resident defendants it is necessary that a guardian ad litem be appointed by this Honorable Court, to answer and defend the suit for said infant defendants, instituted against them by said bill.

That said infant defendants have no legal guardian or committee residing within the jurisdiction of this Court.

Your petitioner therefore prays Your Honors to pass an order appointing some suitable person within the jurisdiction of the Court, guardian ad litem for said infant defendants with instructions to said guardian to answer and defend the said suit for said infant.

Respectfully submitted,

Wm. R. Horney, Sol. for Petitioner.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 20th. day of June, in the year Nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, and he did make oath in due form of law that the matters and things stated in the aforegoing petition are true as therein set forth to the best of his knowledge and belief.

B. Hackett Turner
Clerk of the Circuit Court.

Filed June 20th. 1925.

Upon the aforegoing petition it is on this 22nd day of June, 1925, ordered by the Circuit Court for Queen Anne's County, in Equity, that Edwin H. Brown, Jr., of Queen Anne's County, be and he is hereby appointed guardian ad litem of Marguerite C. Covey, Mary E. Crider and George Crider, with instructions to him to answer and defend the suit instituted against said infants by the bill of complaint filed in the above cause.

Thomas J. Keating

Filed June 22nd. 1925.

Answer of Marguerite C. Covey,
Mary E. Crider and George Crider,
Infants, by their Guardian ad Litem.
Filed June 23rd, 1925.

Mary M. Breeding, Plaintiff,	(:) :	In the Circuit Court for Queen Anne's County in Equity.
vs.	(	
Estella C. Ament, et al., Defendants.	:) :	Cause No. 2567.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The aNswer of Marguerite C. Covey, Mary E. Crider and George Crider, infants under the age of twenty one years, by Edwin H. Brown, Jr., their Guardian Ad Litem, to the Billof Complaint of Mary M. Breeding, against them in the above entitled cause say:

That these Defendants cannot admit any of the matters and things alleged in said Bill of Complaint, and each being an infant of tender years, submit their rights to the protection of this Honorable Court.

Edwin H. Brown, Jr.
Guardian Ad Litem.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that oN this tweNty third day of JuNe, iN the year Nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edwin H. Brown, Jr., the above named Guardian Ad Litem, and made oath in due form of law that the matters and things stated in the aforegoing Answer are true to the best of his knowledge and belief.

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

TESTIMONY.
Filed July 7th. 1925.

Mary M. Breeding,	(	
vs.	:)	IN the Circuit Court for
Estella C. Ament and Peter Ament, her husband, Eva C. Collar and Raymond Collar, her husband, Mary E. Crider, infant, and George Crider, her husband, infant, and Marguerite C. Covey, infant.	: (:) (:) : (	Queen Anne's County, In-Equity. Chancery Docket, Number 2567.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The above eNtitled cause beiNg at issue, aNd the couNsel for the PlaiNtiff aNd the DefeNdaNts aNd the Guardian Ad Litem having notified the subscriber one of the regular examiners for this Honorable Court of their desire to take testimony, your examiner did on the first day of July, in the year nineteen hundred and twenty five, attend at the office of Madison Brown, Esq., in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11 o'clock A.M.

The respective counsel and the Guardian Ad Litem having expressed a desire for a clerk, your examinder proceeded and quallified Mrs. Hilda Seward as clerk, and then proceeded to take the following testimony, to wit:

Mary M. Breeding, first witness of lawful age produced on the part of the Plaintiff, being duly sworned and examined deposes and says:

Inter. 1. Please state your name, age, place of residence and occupation.

Ans. My name is Mary M. Breeding, I live in Camden, in the State of New Jersey, I am forty years old aNd I am a house wife. I live with my husbaNd, Harry H. BreediNg, and I keep house for him, and my daughter Marguerite C. Covey lives with me.

Inter. 2. State if you are acquainted with any of the parties to this suit and if yea, which of them you know and how long you have known them?

Ans. I am the plaintiff in the suit. Estella C. Ament, Eva C. Collar, Mary E, Crider and Marguerite C. Covey are my children, by a former marriage with George Harman Covey, now dead. Peter Ament, Raymond Collar and George Crider I know and have known for sometime.

Inter. 3. Were you or not acquainted with one George Harman Covey, late of Queen Anne's County, and if so state whether he is living or dead, and if dead, when and where he died.

Ans. I was acquainted with him, for he was my first husband, and he died in the month of June, 1910, in Queen Anne8s County, Maryland. I am his widow.

Inter. 4. Do you or not know if the said George Harman Covey left a last Will and Testament and if so state whether or not you are familiar with the same?

Ans, He did leave a last Will and Testament and shortly after hisddeath it was admitted to probate in the Orphans Court of Queen Anne's County. I am one of the executors named in the Will and with Mr. Eugene Pennington, the other executor, administered the estate of my husband.

Inter. 5. I now hand you a paper writing marked "Exhibit No. 1", filed September 22nd, 1924, in this case, please look at it and state what it is.

Ans. The paper you have shown me and which I now hold in my hand is a certified copy of the last Will and Testament of George Harman Covey, my husband.

Note: There is Now filed with the examiNer the paper writiNg marked "Exhibit No. 1", showN the witNess as part of the testimoNy Now beiNg taken.

Inter. 6. State whether or not the said George Harman Covey left any real estate at the time of his death and if so briefly describe it and give your idea of the value of the same.

Ans. My husband, George Harman Covey, when he died left a farm called "Chestnut Meadows", situated in the Sixth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Hope to Ruthsburg, and it contains one hundred and fifty eight acres and some perches of land. This farm is described in a deed from C. Marion Covey to George Harman Covey. They were brothers and on the death of Josiah Covey, their father, they became entitled to two farms and these farms were divided among themselves later, and my husband got this farm, worth about $4000 in my opinion. When my husband died he left another farm in addition to the one I now speak of called "The Sullivan or Mason Farm", and this farm is mentioned in his Will by name and was sold by the executors named in the Will after his death. The farm called "Chestnut Meadows", was where he was living at the time of his death and is devised by his Will or passed by his Will to me for my life and at my death it goes under the Will to the children of my husband, George Harman Covey, living at the time of his death.

Inter. 7. What children if any did the said George Harman Covey leave surviving him at the time of his death and in naming these children, please give the names of the husbands, those who are married and give their ages and state where they are now living.

Ans. When my husband, died, he left four children, who are also my children. The oldest is named Estella and since the death of my husband has married Peter Ament, she is of full age and lives with her husband at 512 South 6th. Street, Camden, New Jersey. The Next child is Eva Covey now the wife of Raymond Collar, she is 23 years of age and lives with her husband, Raymond Collar at 544 Trenton Ave., Camden, New Jersey. The Next child is Mary E. Covey who is now married to George Crider, she was 21 years old on the 25th. day of May, 1925, and she lives with her husband, George Crider, in Deland, Florida, at this time. The youngest child is Marguerite C. Covey and she was born on the 15th. day of January, 1909, and she lives with me at my home in Camden, New Jersey, 137 N. 33rd., Street. Peter AmeNt aNd RaymoNd Collar are over 21 years of age, but I do Not thiNk George Crider will be 21 until his next birthday.

Inter. 8. Do you or not know if your daughters, Mary E. Crider and Marguerite C, Covey and George Crider have a legal guardian residing within the jurisdiction of the Circuit Court for Queen Anne's County or in the State of Maryland?

Ans. I know that they have not.

Inter. 9. Do you or not know if Mary E. Crider, George Crider and Marguerite C. Covey have received notice of this suit and state if you know how you got your information?

Ans. Mr. William R. Horney, on the 24th. day of September, of the year 1924, read to these three parties, Mary E. Crider, George Crider and Marguerite C. Covey at my home in Camden, New Jersey, the Order of PublicatioN issued iN this case, and at the same time he left with me a copy of said order, Mr. Horney came to Camden, New Jersey, for that purpose aNd at that time Mary E. Crider was uNder 21 years of age.

INter. 10. State who now owns the farm called "Chestnut Meadows", left by George Harman Covey?

Ans. Under the terms of my husband's will, I own a life estate in the farm which I have not parted with and at my death it goes to the four children of my husband, Estella C. Ament, Eva C. Collar, Mary E. Crider and Marguerite C. Covey.

Inter. 11. Where were you living at the time of the death of GeorgeHarman Covey and when did you change your place of residence?

Ans. I was living with him on the farm called "Chestnut Meadows", he died in June 1910, and I continued to live on the farm until December of the same year and my children lived with me. In December 1910, I moved with my four children to Camden, New Jersey, where I have beeN liviNg ever siNce.

Inter. 12. In what manner has this farm been cultivated since you moved away?

Ans. It has been cultivated by tenants to whom I have rented the farm, year by year. The present tenant is the third tenant I have had.

Inter. 13. In view of your knowledge of this farm and considering the manner of cultivation since the death of your husband, state whether or not in your judgment it would be to the advantage of yourself and of the four children of George Harman Covey that this farm be sold under decree of the Circuit Court for Queen Anne's County, and the proceeds of sale invested for the use and benefit of yourself and the said four children mentioned for the term of your life?

Ans. I certainly believe it will be to the interest of myself and my four children and the children of George Harman Covey, that this farm be sold and the money invested as you have stated and it is because of this belief that I have taken these steps to have the farm sold.

Inter. 14. Please give your reasons for your answer.

Ans. Since December 1910, to the present time I lived in Camden, New Jersey, aNd this farm has been rented out to tenants for I have been in no position to cultivate it myself. While I have had good tenants, as good as any one could have, I know that the farm has not been as productive during this period of time as it was during the lifetime of my husband, George Harman Covey. I lived with him on the farm for ten years and he gave to the farm that attention which only an owner can give and this farm is of such character that it would produce more under the cultivation of an owner living on it then by renting out. The rents of the farm since the death of my husband have been decreasing from time to time and the farm has been losing in productiveness. Repairs are constantly needed and in the last three years I have spent more on the farm then I have gotten out of it in repairs. This will keep up for some years to come unless farms start to produce a great deal more then they have produced in the last three years, for the buildings on the farm, with exception of the house, and the fences on the farm will have to be repaired at considerable cost and I do not feel that I will be in a position to put back on the farm all I get out of it as life tenant as I have been doing, for I do not know what my circumstances will be and what my need for money will be to keep myself and my young daughter going. This is something I cannot tell about. Some ditching will have to be done and some liming of the land should be done to keep up the fertility of the soil and to prevent it from becoming less productive. I have been visiting the farm from two to four times a year, coming from New Jersey aNd this has been expensive. I believe that the money which can be realized from the sale of the farm will be of more use to me through the income thereon than the rents will be in view of my experience in running the farm. The taxes of the farm and the cost of the insurance take a great deal of the rents and I do not feel that it is incumbent upon me even if I shall be able in the future to put back on the farm what I am entitled to as life tenant. I have no assurance that I can rely on that the rents of the future are going to be any greater than they have in the past and I have no assurance that the value of this farm is going to increase sufficiently to overcome the depreciation which is bound to occur in the future unless money is spent on the farm for lime, for ditching and for repair of the buildings. For these reasons and for others which I have not expressed but which are plain to any thinking person, I think myself and my children by Mr. Covey will be better off if the farm is sold and the money divided.

Examiner's Special:

Ans:

I do not, except that I want to say that on reflection I recall that George Crider will not be twenty one years of age until March, 1926.

Mary M. Breeding.

Inter. 1. Please state your name, occupation and place of residence.

Ans. My name is Harry H. Breeding, 137 N. 33rd., St., CamdeN, New Jersey, and my occupation is motorman on a Street Car.

Inter. 2. State whether or not you are acquainted with the parties of the suit or any of them, and if yea, state which of them you know and how long you have known them.

Ans. I know them all. Mary M. Breeding is my wife and has been since December 27th., 1923. Before her marriage she was Mary M. Covey, widow of George Harman Covey, late of Queen Anne's County, deceased. Estella C. Ament, Eva C. Collar, Mary E. Crider, and Marguerite C. Covey are her children and the children of George Harman Covey. Peter Ament is the husband of Estella C. Ament. Raymond Collar is the husband of Eva C. Collar and George Crider is the husband of Mary E. Crider.

Inter. 3. State if you know the ages of the four children just named by you of your wife with regard to infancy or adult age?

Ans. They are all over twenty one years of age with the exception of Marguerite C. Covey, who is under twenty one years of age and who lives with me.

Inter. 4. State if you know whether or not Peter Ament, Raymond Collar and George Crider are over twenty one years of age?

Ans. Peter Ament and Raymond Collar are over twenty one years of age. George Crider will not be twenty one until March, 1926.

Inter. 5. State whether or not you are acquainted with the farm in which your wife has a life estate under the Will of George Harman Covey, her husband, situate in Queen Anne's County, and if so state how you became acquainted with it?

Ans. Since our marriage I have been on the farm with my wife six times and more than one occasion of these visits I have made a thorough examination of the farm and buildings. I know what my wife has been receiving from the farm since marriage and the expenses she has been put to also. She has often consulted me about the management of the farm and the outlay for improvements and some of these visits have been with a view to study the farm so I could advise her about the matter. I also knew the farm before I was married to my wife, for I was raised in the same district and not far from the farm and I lived there manyyyears.

Inter. 6. Considering your knowledge of this farm what it produces, what will be required to be expended for upkeep and further considering the circumstances of your wife, what property she has and her responsibility to her children, especially to Marguerite, state whether or not in your opinion it would be advantageous to your wife, and her four children, that this farm we have been speaking of should be sold under a decree of the Circuit Court for Queen Anne's County and the proceeds of sale invested under the direction of said Court to enures to the samd parties and in like manner as by the last Will and Testament of George Harman Covey, provided?

Ans. In my opinion a sale of the farm through the Court and an investment of the proceeds of the sale through the Court would be to the advantage of my wife and her four children,. My wife has no income except from this farm and from a Trust Estate in the hands of Mr. J. Frank Harper which does not pay her over $140.00 per year. Marguerite goes to school and does not work and she has to be boarded and clothed by my wife unless I help her. And if for any reason I should be obliged to stop helping her she would require every cent from this trust estate and from this farm for her support and for the support of her child and if she kept all the income from the farm except what is required for the actual expenses there would be nothing left for the upkeep of the buildings and land and the farm would go down in value and would become less valuable each year. I do not think my wife should disregard the demands which might be made upon her in the future and spend her income on the farm. For these reasons I think the farm should be sold as soon as possible to stop further depreciation and to stop further outlay of my wifes income on the farm. The money arising from a sale made now invested under the Order of the Court will be a greater advantage to my wife and children in time to come than the farm would be.

Examiners Special.

Ans. I do not.

Harry H. Breeding.

Inter. 1. Please state your name, your occupation and your place of residence.

Ans. My name is Frank Wiggins. I live near Hayden in Queen Anne's County and my occupation is that of a farmer.

Inter. 2. State whether or not you are acquainted with the parties to the suit or any of them and how long you have known them.

Ans. I have known Mary M. Breeding for fifteen or sixteen years, she has four children, who are parties to the suit, Estella, Eva, Mary and Marguerite. I have known the two oldest girls ever since they were small children and I have known the two younger girls ever since they were born. Raymond Collar is the only other one of the defendants that I know.

Inter. 3. Were you or not acquainted with one George Harman Covey, late of Queen Anne's County, and if so whether living or dead and when and where he died.

Ans. I knew Mr. George Harman Covey for at least five years, I lived on the farm next to where he lived for six years during which time I knew him quite well. He died on his farm in Queen Anne's County in the year nineteen hundred and ten.

Inter. 4. What real estate if any did George Harman Covey die, seized and possessed of and if any, describe it in your answer.

Ans. He left two tracts of land, one called "The Sullivan or Mason Tract", and the other called "Chestnut Meadows", the "Sullivan or Mason Tract" was sold after his death, the other tract or "Chestnut Meadows", is the farm whereon he lived until the time of his death.

Inter. 5. State briefly what you know about the farm Mr. Covey owned called "Chestnut Meadows", and state how you got your information concerning this farm.

Ans. During Mr. Covey's lifetime I lived on the farm adjoining his farm six years and I continued on this farm three years after Mr. Covey died. In the year nineteen hundred and thirteen I moved on the Covey Farm we have been talking about. I lived there one year with my mother who was then renting it and then I rented it for nine years straight running from Mary M. Breeding. I certainly have had time enough to get well acquainted with it. It contains 158 acres and it is divided into three fields of about forty acres each, the rest is in woodland except a small orchard. The house at this time is in good state of repair. It has just been painted and repaired. The other buildings are in such condition that they need repairing badly and owing to the high cost of things it would take a good deal of money to put them in proper order. The farm is worth in my judgment from Four thousand to Six thousand dollars at this time.

Inter. 6. Do you know whom George Harman Covey left surviving him as his widow and heirs and children?

Ans. He left a widow who is Mary M. Breeding I have been talking about and four children of whom I have already spoken for, they are the children of Mary M. Breeding also and who are Estella C. Covey, Eva Covey, Mary E. Covey and Marguerite C. Covey. All of these children are married I understand except Marguerite C. Covey, but I know only one husband, Raymond C. Collar.

Inter. 7. Assuming that Mary M. Breeding has a life estate in this farm under the Will of her husband and that at her death the farm becomes the property or will enter into the possession of the four children you have named of George Harman Covey and considering your knowledge of the farm state whether or not in your opinion it will be to the interest and advantage of the said Mary M. Breeding and her four children by Mr. Covey that this farm be sold under a decree of the Circuit Court for Queen Anne's County and the proceeds of the sale be invested for the benefit of Mary M. Breeding during her lifetime and then to be paid to her four children.

Ans. Yes, I certainly do.

Inter. 8. Please give me some reasons for your answer expressed above.

Ans. I stated I lived on this farm nine years under Mr. Breeding she being my landlord. During this time Mr. Breeding, I believe did what she could by the farm considering that she had to live and support her children. I did the best by the farm as tenant but in spite of what she and I could do, the farm went down in value for the lack of money to buy what is needed for it. Since I left the farm Mrs. Breeding has put the house in good order and I am sure she has spent more the late three years on the farm than she has gotten off of it. I do know that a great deal will have to be spent on the farm to prevent it from decreasing in value year by year. The outbuildings have got to be repaired and new fences put up. Ever field should be limed and there is some ditching which should be done from the way land in the neighborhood has been producing in the last two or three years and I ought to know for I have lived in the neighborhood farming has got to improve greatly in the way of income if the cost of these things are to be born out of the rents. I do not know what land is going to do in the future. I believe that if the farm is sold and the money

divided, Mrs. Breeding will be better off by getting the income from the sales than by the farm and the children will be better off if they receive the money than if they receive the farm at that time for the farm will certainly go down in value if money is not spent on it.

Examiner's Special.

Ans.
I do not.

Frank Wiggins.

Int. 1. Please state your name, place of residence and occupation,

Ans. My name is William T. Bishop, near Centreville, Maryland, I am a farmer, Stock Dealer and also Register of Wills.

Inter. 2. Are you or not acquainted with the parties to the suit or any of them and if so, how long have you known them?

Ans. The only one I know is the plaintiff, whom I know as the widow of George Harman Covey.

Inter. 3. Are you or not acquainted with the farm of the said George Harman Covey called "Chestnut Meadows", and whereon he lived at the time of his death, located on the road from Hope to Ruthsburg, in the Sixth Election District of Queen Anne's County, containing 158 acres of land, more or less, and if so, state how you got acquainted with it and how long you have known it?

Ans. I know the farm well. For twenty five years I lived very close to it. I have bought live stock from the people living on the farm many years and I have shelled corn and threshed wheat on it more than once. When I lived in the sixth district I passed it frequently. I own a farm in the Sixth District not very far from it and frequently I pass it now, in fact I went by it Saturday.

Inter. 4. State whether or not in your opinion the farm has depreciated in value since the death of Mr. Covey?

Ans. In my opinion the farm has been going down in value for the last eight years.

Inter. 5. Assuming that the plaintiff is forty years of age and has a life estate in said farm and that at her death the farm will come into possession of the four children of George Harman Covey, state whether or not in your opinion it would be to the advantage of the plaintiff and the four children of George Harman Covey that the farm be sold under decree of this Court and the money invested for the benefit of Mrs. Covey for her life time and in such manner that the proceeds of sale at her death be payable to the children of George Harman Covey?

Ans. According to my knowledge it would be very much better. According to my observation the farm has depreciated in value since the death of Mr. Covey. In nearly every case I know of a farm owned by a party for life has depreciated in value and the sooner such a farm can be sold the better off every body is. If the farm is not sold a considerable amount of money will have to be invested on it and if the widow of George Harman Covey, who you state has a life estate in it is not disposed or is not able to spend a lot of money on it the farm will go down in value as long as she lives and if she lives a considerable length of time the farm will continually to depreciate in value and the sooner a sale is made the better off every body will be.

Examiners Special.

Ans. I do not.

W, T. Bishop.

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 together with his Exhibit No. 1, same being a certified copy of the will of George H. Covery and certifies that he was engaged with such examiner two days and examined four witnesses, making costs chargeable to Plaintiff as follows, to wit:

Charles E. Tucker, Examiner		$8.00
Hilda Seward, Clerk,		$5.00
Harry H. Breeding, Witness,	$.75	
Harry H. Breeding, Itinerant charges	$9.54	$10.29
Frank Wiggins, Witness,		$ .75
W. T. Bishop, Witness,		$ .75
TOTAL		$ 24.79

Respectfully submitted,

Chas. E. Tucker
EXAMINER.

PetitioN of Mary Crider, iNfaNt defeNdaNt,,
to be made party defendant as a person now
of full age.
Order of Court granting prayer.
Power of Attorney to Madison Brown, to appear,
answer etc. for Mary Crider.
ANSWER OF MARY CRIDER.
Filed July 9th. 1925.

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

Mary M. Breeding,	(	Chancery
	:	
versus	)	Docket,
	:	
Estella C. Ament. et al.,	(	Cause No. 2567.
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary E. Crider, one of the respondents to the bill of complaint filed against her and others in the above cause by Mary M. Breeding, by Madison Brown, her attorney, unto Your Honors respectfully sets forth:

That since the filing of said bill against this petitioner who is made a party to said bill as an infant under twenty one years of age, and since, of course, the service upon this respondent of the order of publication passed against her in the above cause, she, your Petitioner has arrived at the age of twenty one years and she desires in her own person or through her own attorney to appear to said bill and file an answer thereto as she is advised that this is her right.

Your petitioner therefore prays, Your Honors, to pass an order making her a party to said bill as an adult and allowing her to appear to said bill and file an answer thereto as such adult defendant.

Respectfully submitted,

Madison Brown
Attorney for Petitioner
under written authority from Mary E. Crider.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT: I hereby certify that oN this day of July, iN the year nineteen hundred and twenty five, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, above named and he made oath in due form of law that the matters and things stated in the aforegoing petition are true as therein set forth to the best of his knowledge and belief AND that he received information from Mary M. Breeding, the mother, of the said Mary E. Crider, to the effect that the said Mary E. Crider, is at this time over twenty one years of age.

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

Filed July 9th. 1925.

Ordered, this 9th day of July, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing petition, that Mary E. Crider, the petitioner, be and she is hereby made a party defendant as an adult to said bill of complaint, with leave to appear and defend said bill in person or by attorney.

Thomas J. Keating.

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

Mary M. BreediNg,	(	Chancery
	:	
versus	(	Docket,
	:	
Estella C. Ament, et al.	(	No. 2567.
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The aNswer of Mary E. Crider, who is Now above the age of tweNty one years and who has been made a party to the bill of complaint of Mary M. Breeding against her in the above cause exhibited, by an order of the above entitled court.

This defendant admits all the matters and facts set forth in the said Bill of Complaint to be true and consents to the passage of the decree prayed for or such decree as the Court may deem right in the matter.

And this respondent hereby waives service upon her of any subpoena or order of publication in the matter of said Bill.

Filed July 11th. 1925. Mary E. Crider

To Madison Brown,
Attorney at Law: -

I hereby authorize you to appear for me in the above cause and to file therein the aforegoing answer for me and such other papers as may be necessary to procure the decree of sale.

Mary E. Crider

Filed July 9th. 1925.

AGREEMENT TO SUBMIT WITHOUT ARGUMENT.
Filed July 20th. 1925.

Mary M. Breeding, Plaintiff,	(:)	In the Circuit Court for Queen Anne's County in Equity.
vs.	:	
Estella C. Ament, et al., Defendants.	(:) :	Cause No. 2567.

It is hereby agreed by and between Harper and Horney, Solicitors for the Plaintiff, and Madison Brown, Solicitor for the adult Defendants and the Guardian Ad Litem, that the proceedings in this cause and the testimony taken by the Examiner be submitted to the Court, without argument, for such decree as the Court may think proper in the premises.

Harper & Horney
Solicitors for Plaintiff.

Madison Brown
Solicitor for adult Defendants
and Guardian Ad Litem.

FINAL DECREE.
Filed July 20th. 1925.

Mary M. Breeding, Plaintiff,	(:)	In the Circuit Court for Queen Anne's County in Equity.
vs.	:	
Estella C. Ament, et al., Defendants.	(:) :	Cause No. 2567.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument, all the proceedings and testimony were read and considered.

It is thereupon, this 20th. day of July, in the year nineteen hundred and twenty five, 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 these proceedings be sold; that Wm. R. Horney, of Queen Anne's County, State of 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 sureties, to be approved by this Court, in the penalty, if corporate surety is given, of Five Thousand Dollars ($5,000.00) 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 advertisement inserted in a newspaper or newspapers 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 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 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 hereto, plaintiff and defendants, and those 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, to be disposed of 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.

Thomas J. Keating.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT:-

KNOW ALL MEN BY THESE PRESENTS, That we, William R. HorNey, of Queen Anne's County, 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, 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 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 assign, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty fourth day of July, in the year nineteen hundred and twenty five.

WHEREAS, the above bounden William R. Horney, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of "Mary M. Breeding, vs. Estella C. Ament et al, being cause No. 2567, now pending in said court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bouNden William R. Horney do and shall well and faithfully perform and execute 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:
Edwin H. Brown, Jr.

William R. Horney. (SEAL)
UNITED STATES FIDELITY AND GUARANTY COMPANY
Seal's Place.
By J. FraNk Harper
Its Attorney in fact.

Attest: Edwin H. Brown, Jr.

And on the back of the aforegoing Bond was thus endorsed, to wit:- Security approved and Bond filed July 24th. 1925.

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. 165 etc. a BoNd Record Book for QueeN ANNe's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 24th. day of July, in the year 1925.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Aug. 19th. 1925.

Mary M. Breeding, plaintiff,	(	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
Estella C. Ament, et al., Defendants.	(	Cause No. 2567.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. HorNey, Trustee appointed by the decree in the above cause on the twentieth day of July, nineteen hundred and twenty five, to make sale of certain real estate therein mentioned and described, to your Honors respectfully shows:

1. That after giving bond with security for the faithful discharge of the trust reposed in him by said decree and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Record and the Centreville Observer, two newspapers printed and published in Queen Anne's County, State of Maryland, he did, pursuant to said notice and advertisement, attend in front of the Court House door in the town of Centreville, Queen Anne's County, State of Maryland, commencing at the hour of one o'clock P.M., on Tuesday, the eighteenth day of August, nineteen hundred and twenty five, and did then and there offer at public sale to the highest bidder the real estate described in said advertisement of sale, to wit: all that farm or tract of land known as "Chestnut Meadows", situate in the Sixth Election District of Queen Anne's County, Maryland, on the east side of the public road leading from Hope to Ruthsburg, adjoining the property of J. Medford Price and others, and containing one hundred and fifty eight acres and sixteen perches of land, more or less, upon the terms set forth in said decree and in said advertisement, and sold the same to Herman F. McPherson, who was then and there the highest bidder therefor, at and for the sum of Thirty Two Dollars and Fifty Cents ($32.50) per acre, making the total amount of the purchase money for the said one hundred and fifty eight acres and sixteen perches of land, more or less, the sum of Five Thousand One Hundred Thirty Eight Dollars and Twenty five cents ($5,138.25). And yout Trustee further reports that the said purchaser, Herman F. McPherson, has paid to your Trustee the sum of Seventeen Hundred Twelve Dollars and Seventy Five Cents ($1,712.75), in cash, being one-third of the aforesaid purchase money and has passed unto your Trustee his agreement in writing whereby he agrees to make settlement with your Trustee for the balance of said purchase money upon the final ratification of said sale by this Court.

2. That at the time of offering said real estate for sale, your Trustee announced that the said farm or tract of land would be sold subject to the right of the present tenant to occupy the same for the balance of the present year; that the present corn, sugar corn and tomato crops were reserved from the sale for the benefit of the life tenant and would not pass with the farm to the purchaser; and that the State and County Taxes for the current year would be paid by the life tenant. Your Trustee further reports that he deemed it expedient, inasmuch as all crops for the present year were reserved from the sale for the benefit of the life tenant, to announce that the deferred payments on account of the purchase money would bear interest from the first day of January, nineteen hundred and twenty six, instead of from the day of the sale; that the said announcement was made after a consultation with the life tenant, Mary M. Breeding, the party entitled to the increment arising from the investment of the proceeds of said sale and to the proceeds of said crops; and that said announcement was made upon her suggestion and agreement.

3. A certificate of the publication of the said advertisement in the Centreville Record, a newspaper published as aforesaid in Queen Anne's County aforesaid, is filed herewith.

Respectfully submitted,

William R. Horney
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of August, in the year nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared William R. Horney, Trustee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Filed Aug. 19th. 1925.

Certificate of Publication of
Advertisement of Sale.
Filed Aug. 19th. 1925.

TRUSTEE'S SALE OF VALUABLE FARM
IN QUEEN ANNE'S COUNTY, MARYLAND.

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed the 20th. day of July, 1925, in the case of Mary M. Breeding, vs. Estella C. Ament and others, will sell at public auction to the highest bidder, in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY AUG. 18, 1925, commencing at 1.00 o'clock P.M., the following described realestate, to wit: THE FARM OR TRACT OF LAND KNOWN AS CHESTNUT MEADOWS, situate in the Sixth Election District of Queen Anne's County, Maryland, on the east side of the public road leading from Hope to Ruthsburg, adjoining the property of J. Medford Price, and others, containing 158 ACRES AND 16 PERCHES OF LAND, more or less.

ImprovemeNts consist of a large frame DWELLING HOUSE, barNs aNd other outbuildiNgs all in good condition. There is a small orchard on the farm, the balance of which is arable with the exception of about 30 acres of woodland.

TERMS OF SALE:-As prescribed by decree:- One third of the purchase money in cash on day of sale, and the remainder in two equal installments, payable respectively in one and two years from day of sale, or all cash, at the option of the purchaser, the credit payments to bear interest from day of sale and to be secured to the satisfaction of the Trustee. Title papers to be at the expense of the purchaser. Possession will be given Jan. 1, 1926, Further particulars will be made known on the day of sale.

WILLIAM R. HORNEY,
Trustee.

MadisoN BrowN aNd
Harper & Horney, Attorneys,
T. Frank Seward, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Aug. 19, 1925.

The Centreville Record Publishing Co., hereby certifies that the Advertisement of sale of real estate in the case of Mary M. Breeding vs. Estella C. Ament 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 weekfor four successive weeks before the 18 day of August in the year 1925.

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

ORDER NISI

Mary M. Breeding, plaintiff, vs. Estella C. Ament, et al., Defendants.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2567.

ORDERED, this NiNeteeNth day of August, in the year nineteen hundred and twenty five, 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 mentioned and described in the proceedings in the above cause made and reported in the above cause by William R. Horney, Trustee for the sale of the aforesaid real estate, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of October, in the year nineteen hundred and twenty five; 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 21st day of September, in the year nineteen hundred and twenty five.

The Report states the amount of the sale to be $5,138.25.

Filed August 19th. 1925. B. Hackett Turner, Clerk.

Certificate of Publication of
Order Nisi.
Filed Oct. 27th . 1925,

ORDER NISI.

Mary M. Breeding, Plaintiff,
vs.
Estella C. Ament, et al.,Defendants.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2567.

Ordered, this nineteenth day of August, in the year nineteen hundred and twenty five, 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 mentioned and described in the proceedings in the above cause made and reported in the above cause by William R. Horney, Trustee for the sale of the aforesaid real estate be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of October, in the year nineteen hundred and twenty five; provided a copy of this order be insebted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 21st. day of September, in the year nineteen hundred and twenty five.

The Report states the amount of the sale to be $5,138.25.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed August 19th. 1925.

THE CENTREVILLE RECORD.

CENTREVILLE, MD. Oct. 27th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Mary M. Breeding, Plaintiff, vs. Estella C. Ament, et. al., Defendants, Cause #2567, 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 21st. day of September in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.,

By Lida Hopkins.

ORDER OF COURT.

ORDERED, this 31st. day of October, in the year nineteen hundred and twenty five, 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 William R. Horney, Trustee for the sale of the aforesaid real estate, mentioned and described in the aforegoing Report of Sale filed in the above cause and mentioned and described in the aforegoing order nisi, 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 in accordance with the preceding order nisi.

Filed Oct. 31st. 1925. Thomas J. Keating.

Report and Account
of Special Auditor.
Filed Feb. 23rd. 1926.

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

Mary M. Breeding,	Chancery
versus	Docket,
Estella C. Ament. et al.	Number 2567.

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 proceedings of this cause that Mary M. Breeding is entitled for and during the term of her natural life but for no longer time the net proceeds of the sale of this cause and from and after her death the said net proceeds are to become the absolute property of Estella C. Ament, Eva C. Collar, Mary E. Crider, and Marguerite C. Covey, in equal parts.

That your auditor has stated the within account by first charging William R. Horney, trustee of the cause, with the gross amount of the sale made by him and herein reported, and then by allowing him thereout his commissions for making the sale, per rule of court, and the expenses of his trust for which he has produce_ vouchers with the exception of the cost of advertising the order nisi to be passed as to this account and the fee of the auditor.

That the amount of the said sale remaining after the allowances mentioned forms the net sale and is the amount to be divided among the parties to the cause.

That said net sale by the within account is divided into four parts, and unto the said Mary M. Breeding one part is distributed for life and at her death unto Estella C. Ament absolutely, another part is distributed unto the said Mary M. Breeding for her life and then unto Eva Collar, absolutely, another part is distributed unto the said Mary E, Breeding for her life and then unto Mary E. Crider absolutely, and the remaining part is distributed unto the said Mary E. Breeding for her life and then unto Marguerite C. Covey absolutely.

Respectfully submitted,

M. B. Bordley
Special Auditor.

Feb. 20, 1926.

The proceeds of the sale of the real estate of George Harman Covey, deceased, in account with William R. Horney, trustee for the sale of said real estate under the decree filed in the above cause.

Cr.

1925. August 18:	By the gross amount of the sale of said real estate, per report of sale filed:			$5,138.25.

Dr.

" ""	To William R. Horney, Trustee, for his commissions for making sale per rule of court, the sum of		$250.53	
	To do., for the court costs of this cause, per statement of clerk, as follows:			
	Costs of:			
	B. H. Turner, clerk,	paid;	$37.75	
	Appearance fee of			
	Harper & Horney,	paid,	10.00	
	Madison Brown,	paid,	10.00	
	Costs of			
	E. H. Brown, guardian	paid,	4.00	
	W. T. Bishop, Register,	paid,	2.00	
	C. E. Tucker, examiner,	paid,	8.00	
	Hilda Seward, clerk of ex.	paid,	5.00	
	H. H. Breeding, witness fee and expenses,	paid,	10.29	
	Frank Wiggins, witness,	paid,	.75	
	W. T. Bishop, witness,	paid,	.75	88.54
	To do., for costs of personal service of order publication against non-resident in lieu of advertisement of same in newspaper, per receipt for same per wit:			6.54
	To do., for the costs of his bond filed here in with corporate surety, thereon paid said surety, per receipt, to wit;			15.00
	To do., for costs of advertising the sale in Centreville Observer, paid per receipted bill for same, to wit:			38.25
	To do., for costs of advertising notice of sale and order nisi on sale in Centreville Record, per receipted accounts for same, to wit,			42.15
	Amounts carried forward, to wit:		$441.01	$5,138.25

	Dr.	Cr.
Amounts brought forward, to wit:	$441.01	$5,138.25

To William R. Horney, trustee, for the amount paid T. F. Seward, auctioneer, for crying sale, per his receipt for same, to wit:	15.00	
To do., for the costs of advertising the order nisi to be passed as to this account, to wit:	3.00	
To Madison Bro Bordley, special auditor, for stating this account, to wit:	9.00	
To balance, being the net sale, to wit:	$4,670.24	
	$5,138.25	$5,138.25

Cr.

By balance brought forward, to wit:		$4,670.24
To Mary M. Breeding, for the term of her naturallife and no longer, and from and after her death to Estella Ament, nee Covey, absolutely, one-fourth of said balance, to wit:	$1,167.56	
To Mary M. Breeding, for the term of her natural life and no longer, and from and after her death to Eva Collar, nee Covey, absolutely, one-fourth of said balance, to wit:	$1,167.56	
To Mary M. Breeding, for the term of her natural life and no longer, and from and after her death to Mary E. Crider, nee Covey, absolutely, one-fourth of said balance, to wit:	$1,167,56	
To Mary M. Breeding, for the term of her natural life and no longer, and from and after her death to Marguerite C. Covey, one-fourth of said balance, absolutely,	$1,167.56	
	$4,670.24	$4,670.24

February 20, 1926.

M. B. Bordley

Special Auditor.

NISI RATIFICATION OF AUDIT.

Mary M. Breeding,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Estella C. Ament, et. al.	(	IN EQUITY.
	)	CASE NO. 2567.

ORDERED, This 23rd. day of February, in the year nineteen hundred and twenty six, 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 25th. day of March, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of March, 1926, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed February 23rd. 1926.

Certificate of Publication of Advertisement Nisi Ratification of Audit.

NISI RATIFICATION OF AUDIT.

Mary M. Breeding,
vs.
Estella C. Ament, et al.,

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY, IN EQUITY.
CASE NO. 2567.

Ordered, This 23rd. day of February, in the year nineteen hundred and twenty-six, 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 25th. day of March, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 15th. day of March, 1926, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.
True Copy-Test:
B. Hackett Turner, Clerk.
Filed February 23rd. 1926.

THE CENTREVILLE OBSERVER.

Centreville, Md., June 7, 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi RatificatioN of Audit in the case of Breeding, vs. Ament, Case No. 2567 , 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 15th. day of March, in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.,
By BerTha G. Durney

Filed June 7th. 1926.

Mary M. Breeding, Plaintiff,	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
Estella C. Ament, et al., Defendants.	)	Cause No. 2567.

ORDERED, this 14th. day of June, in the year nineteen hundred and twenty six, 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 Special 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 Order of Ratification Nisi of said audit passed in this cause on the twenty third day of February, nineteen hundred and twenty six, and the Trustee, William R. Horney, is hereby directed to pay the interest which has accrued on the proceeds of the sale mentioned in these proceedings to Mary M. Breeding; and the said William R. Horney, Trustee, is hereby directed to hold the said proceeds remaining in his hands as Trustee as aforesaid as shown by said audit, to wit: the sum of Four Thousand Six Hundred Seventy Dollars and Twenty Four Cents ($4,670.24), subject to the future order and direction of this Court.

Filed June 14th. 1926. Thomas J. Keating.

No. 2600 Chancery.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of May, in the year nineteen hundred and twenty five, the following Bill of Complaint was filed for record, to wit:

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

Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees.

versus

Albert W. Bryan, Raymond C. Bryan, Nina E. White, Howard Price Bryan, R. Glenn King, in his own right, and as executor of Helen M. King, The Centreville National Bank of Maryland and The Queen Anne's National Bank of Centreville, corporations, Preston R. Anderson and Annie M. Tattersall.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining say:

1. That it will appear by reference to the proceedings had in a cause in the Circuit Court for Queen Anne's County, in Equity, entitled "Minnie Price Bryan versus Annie E. Bryan, et al.," and numbered "2207 Chancery" as follows, to wit:

(1) That a tract of land or farm called "Denbeigh" described at large in said proceedings was decreed to be sold.

(2) That at the time of said decree said farm was owned to the extent of one undivided half part by Annie E. Bryan for and during the term of her natural life, with remainder unto Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Howard Price Bryan and one Helen M. King, her children.

(3) That the decree passed in said cause directed the sale of said farm clear of the said rights therein of the said Annie E. Bryan and her children, and directed that said rights be protected in the distribution of the proceeds of the sale decreed to be made.

(4) That said farm was sold under said decree in its entirety unto said Annie E. Bryan for the sum of $13,180.51.

2. That as will appear by further reference to the proceedings in said cause there was distributed by the audit filed in said cause unto the said Annie E. Bryan, in lieu of her life estate in the land, the sum of $6203.00 for and during the term of her natural life, said sum after her death to be divided among her said children in equal parts.

3. That at the time of the filing of said audit the said Annie E. Bryan was indebted by way of purchase money above mentioned unto the trustees of said Cause Number 2207 Chancery in a large sum of money which she could neither pay or settle unless she could procure the application of said sum of $6203.00 as a credit on her said purchase money indebtedness, and her said children, in order to relieve their mother of the embarrassment of her said indebtedness and to prevent a proceeding for resale against her, agreed that the said trustees should credit said sum on account of the purchase money debt due by the said Annie E. Bryan, who, in return for the use of said money, was to give the mortgage mentioned in the next paragraph securing said sum unto her children, who, in turn, were to release the said trustees from all liability on account of their interest and estate in said sum.

4. That the said trustees in accordance with said agreement, applied said sum of $6203.00 as a credit on the purchase money indebtedness due them by the said Annie E. Bryan and received the release above mentioned from the said children of said Annie E. Bryan (which releases have been duly filed with the Clerk of this Court and have been by him recorded among the records of his office) and the said Annie E. Bryan, having received from the trustees a deed for said land, did deliver unto her children a mortgage, securing the payment of said sum unto her said children a mortgage, securing the payment of said sum unto her said children in equal parts at the expiration of six months from the time of her death with interest from date of her death only (see certified copy of said mortgage marked "Exhibit No. 1", filed herewith as part hereof).

5. That on March 22, 1921, the said Raymond C, Bryan, one of said mortgagees and a respondent to this bill, did, by way of a mortgage (hereinafter called "Mortgage No. 2") assign all his right, title, interest and estate in and to the said "Mortgage No. 1" unto the said Annie E. Bryan, who, on the date mentioned duly assigned said "Mortgage No. 2" unto the said The Centreville Bank of Maryland, a respondent hereto; see certified copy of said mortgage marked "Exhibit No. 2", filed in a cause in this Court between the same parties as the parties to this bill and designated "Cause No. 2555".

6. That on September 23, 1921, the said Raymond C. Bryan, by way of another mortgage hereinafter called "Mortgage No. 3" did again assign all his right, title, interest and estate, in and to the said "Mortgage No. 1", unto the said Annie E. Bryan, who, on day following, did assign said "Mortgage No. 3" unto the said The Queen Anne's National Bank of Centreville;

a respondent hereto; see certified copy of said "Mortgage No. 3" marked "Exhibit No. 3", filed in the cause in this Court between the same parties as the parties to this bill and designated "Cause No. 2555".

7. That on February 28, 1922, the said Howard Price Bryan, one of said mortgagees, and a respondent hereto, did, by way of a mortgage hereinafter called "Mortgage No. 4" assigN all his right, title, iNterest aNd estate in and to said "Mortgage No. 1", unto Edwin H. Brown, Jr., and John Palmer Smith, who, on the same day duly assigned said "Mortgage No. 4" unto Preston R. Anderson, a respondent hereto; see certified copy to said "Mortgage No. 4" marked "Exhibit No. 4", filed in the cause in this Court between the same parties as the parties to this bill and designated "Cause No. 2555".

8. That Thomas E. BryaN, oNe of the mortgagees named in the mortgage, described in paragraph four of this bill, did, on the sixteenth day of August, 1924, assign and transfer unto one Annie M. Tattersall (a party defendant hereto) by the name of A. M. Tattersall, all his right, title and interest in said mortgage, that is to say; to the extent of Ten Hundred and Thirty Three Dollars and Eighty Three 1/3 Cents, as will appear by reference to a copy of said mortgage marked "Exhibit No. 1", meNtioNed iN paragraph four above.

9. That oN September 2, 1922, the said Annie E. Bryan, who is still living, executed and delivered unto your orators, a deed in the nature of a deed of trust whereby she granted them for the purposes set forth in said deed all her estate and property of every kind and description (excepting one-half of the net income to which she is entitled for life from a trust created by the will of William J. Price); that this deed of trust was made for the benefit of her creditors and is based on an agreement made by her with them, and the said creditors, entering into this agreement, are bound by the same; see certified copy of said agreement and certified copy of said deed of trust thereunto attached marked "Exhibit No. 5", filed iN the cause in this Court between the same parties as the parties to this bill and designated "Cause No. 2555".

10. That the said Annie E. Bryan, was, at the time of the delivery of said deed of trust, seized and possessed of said farm called "Denbeigh", subject to said mortgage, and that therefore, said farm, subject to said mortgage, passed under said deed unto your orators.

11. That in a proceeding in this Court entitled "In the Matter of the Trust Estate of Annie E. Bryan" and numbered 2467 Chancery, jurisdiction of the trust estate created by said deed was assumed by this Honorable Court, and your orators, under the power of sale conferred upon them, by said deed, have contracted to sell said farm called "Denbeigh" at and for the sum of Ten Thousand NiNe Hundred and Forty Seven Dollars and Twenty Seven Cents ($10,947.27), free, clear and discharged of the lien of the mortgage described in paragraph four above, unto The Centreville NatioNal BaNk of MarylaNd.

12. That the sale so made is a good sale at this time owing to the depression now prevailing in land values and should be consummated as one of advantage to the respondents, of whom all but four (Albert W. Bryan, NiNa E. White, PrestoN R. ANdersoN aNd ANNie M. Tattersall), are parties to said deed of trust by virtue of being parties to the agreement on which it is based and are bound by the proper acts of your orators as trustees acting under said deed.

13. That the sale price obtained is the result of the sale of the land clear of said Mortgage No. 1, for the said mortgage, because of the uNcertainty of the time of its maturity, would be a hindrance and deterrent to a good price at a sale of the said land subject to said mortgage.

14. That "Mortgage No. 1" was made aNd takeN for the purpose of relieviNg said ANnie E. Bryan of thoseddifficulties mentioned in paragraph 3 of this bill, that it was not the intention of the said Annie E. Bryan, nor was it the intention of the other parties to said mortgage, that the said Annie E. Bryan (or her assigns), by the delivery of said mortgage, should be deprived of her rights in the sum of $6203.00 secured by same in the event that for any reason whatsoever said sum should be paid by the said Annie E. Bryan or her assigns during her lifetime to the exoneration of said land, and her said rights were not affected by said mortgage, were in existence at the time of the delivery of said deed of trust, passed unto your orators under said deed of trust, and are now in existence as rights of your orators as the assignees of said Annie E. Bryan.

15. That in view of the deed of trust made by the said Annie E. Bryan there exists no longer any necessity to continue said mortgage No. 1.

16. That your orators cannot carry out their contract to sell said farm clear of said mortgage No. 1, uNless they caN secure a release of the said mortgage which now rests on said land, and they cannot secure this release unless they be permitted to pay said mortgage during the life of the said Annie E. Bryan.

17. That your orators are desirous to pay said mortgage forthwith but they have no method nor way by which they can pay said mortgage, secure a release of the same, and at the same time secure the protection of their rights in the sum secured by said mortgage as the assignees of the life tenant thereof, unless through the medium of a trustee to be appointed by this Honorable Court to receive payment of said mortgage, to release the same, and to hold the sum paid for the protection of said rights, and the rights of the remaindermen and their assigns, for if payment of the said mortgage is made to the present holders thereof on condition that they are to release said mortgage and are to agree to recognize the said rights of your orators in the

sum now secured by said mortgage, your orators would have no bond to secured their rights, nor any way to enforce same if the releasors should refuse to carry out their agreement, nor would your orators have any adequate remedy at law for obvious reasons.

18. That your orators are advised that they are entitled to pay said mortgage to a trustee to be appointed to receive the payment of the said mortgage and then to release the same.

19. That your orators are advised that after the payment of the mortgage has been made by them to the trustee to be appointed to receive the same, they, your orators, will be entitled in lieu of an estate for the remainder of the life of the said Annie E, Bryan in the whole sum, to have paid to them the value of the life estate of the said Annie E. Bryan in the whole sum, said cash share to be based on the present age and condition of health of the said Annie E. Bryan and to be ascertained according to the rules of this Honorable Court for the ascertainment of present values in life estates, and that the six mortgagees mentioned in said mortgage No. 1, or their respective assigns, thereof, where assignments of said mortgage have been made, will be entitled to have paid over to them, without awaiting the death of the said Annie E. Bryan, the remainder of the mortgage indebtedness in the proportions of one-sixth each or according to their several respective rights therein.

20. That your orators are further advised that in the event for any reason the cash value of said life estate shall not be so paid to them, then they will be entitled to have the whole sum now secured by said mortgage invested through the directions of this Court for their benefit for the remainder of the life of the said Annie E. Bryan, the whole sum to be paid at the termination of the life of the said Annie E. Bryan, through the direction of this Court, to the remaindermen or to the assignees of those who assigned their rights.

21. That since the making of said mortgage the said Helen M. King has departed this life leaving a last will and testament dated October 11, 1918, and duly admitted to probate by which she devised all her estate and property unto the said R. Glenn King and by which she named him sole executor of said will and through which he is now the assignee of her interest and estate in said "Mortgage No. 1"; see certified copy of said last will aNd testament marked "Exhibit No. 6", aNd a certificate of the graNt of letters testameNtry of the estate of the said Helen M. King marked "Exhibit No. 7", filed iN a cause in this Court between the same parties as the parties to this bill and designated "Cause No. 2555"; in which exhibits the said Helen M. King is called Helen Bryan King.

22. That the said Raymond C. Bryan, Howard Price Bryan and Preston R. Anderson, respondents hereto, reside in Queen Anne's County aforesaid.

23. That the said R. Glenn King and the said Annie M. Tattersall reside in Baltimore City, State of Maryland.

24. That Albert W. Bryan and NiNa E. White are NoN-resideNts of the State of MarylaNd, but both on numerous occasions can be found in Queen Anne's County aforesaid.

25. That both the corporation defendants have their principal offices in Queen Anne's County aforesaid.

26. That the said Annie E. Bryan is sixty seven years of age and that according to the Chancery rules the value of her life estate is a one-fifth part of the several sums so secured by said mortgage.

To the end therefore:

(1) That a trustee may be appointed by this Honorable Court with power and direction;

(A) To receive payment from your orators of said Mortgage No. 1.

(B) To release said mortgage oN the paymeNt to him of the sum of $6203.00 secured by said mortgage.

(2) That your orators may have paid to them iN cash out of the said sum of $6203.00, the preseNt cash value of the estate for life of the said ANNie E. BryaN iN the whole sum, and that the mortgagees of said mortgage No. 1, or their assigns where assignments of said mortgage have been made, may have paid over to them at the same time, without awaiting the death of the said Annie E. Bryan, the remainder of the mortgage indebtedness in the proportions of one-sixth to each or according to their respective rights.

(3) That on failure for any reason to have said cash value paid to your orators they then may have the whole sum invested through the direction of this Court for their benefit for the remainder of the life of the said Annie E. Bryan.

(4) 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 writs of subpoena directed to the said R. Glenn King, who resides in Baltimore City, State of Maryland, in his own right, and as the executor of the will of Helen M. King, deceased, and unto the said Annie M. Tattersall, who also resides in Baltimore City aforesaid, and also the writ of sub poena directed to the said Raymond C. Bryan, Howard Price Bryan, Preston R. Anderson, Albert W. Bryan, and

NiNa E. White, all of whom reside in Queen Anne's County, State of Maryland, as aforesaid, and to The Centreville NatioNal BaNk of MarylaNd, a corporation and to The Queen Anne's NatioNal Bank of Centreville, a corporation, with their principal offices in Queen Anne's County, 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 pass as prayed.

AND as in duty bound &c.,

Howard E. Price

Thomas J. Keating.

J. Frank Harper

Trustees under the deed of trust
from Annie E. Bryan.

Wm. R. Horney

Solicitor for
Complainants.

"Exhibit No. 1".
Filed May 25th. 1925.

#6216. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that oN the second day of November, in the year nineteen hundred and seventeen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this first day of November, in the year nineteen hundred and seventeen, by Annie E. Bryan, of Queen Anne's County, State of Maryland, party of the first part and Thomas E. Bryan, Raymond C. Bryan, Helen M. King and Howard Price Bryan, of Baltimore City, State of Maryland, Nina E. White, of the City of Los Angeles, State of California, and Albert W. Bryan, of Baltimore City aforesaid, but temporarily residing in Paris, France, parties of the second part;

WHEREAS, the said Annie E. Bryan is justly indebted unto the said Thomas E. Bryan in the full sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3), to be paid to the said Thomas E. Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Albert W. Bryan in the full sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3), to be paid to the said Albert W. Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Raymond C. Bryan in the full sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3), to be paid to the said Raymond C. Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan, and is also justly indebted unto the said NiNa E. White, iN the full sum of TeN HuNdred aNd Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3), to be paid to the said NiNa E. White at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan, and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Helen M. King in the full sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3) to be paid to the said Helen M. King at the expiration of six months from and after the date of the death of the said Annie E. Bryan; which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; and is also justly indebted unto the said Howard Price Bryan in the full sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents '$1,033.83 1/3), to be paid to the said Howard Price Bryan at the expiration of six months from and after the date of the death of the said Annie E. Bryan, which said sum it is hereby agreed shall not bear any interest during the life time of the said Annie E. Bryan and shall bear interest only from and after the date of the death of the said Annie E. Bryan; which said six several sums of money hereinabove mentioned constitute in the aggregate the sum of Sixty two Hundred and Three Dollars ($6,203.00), being the amount awarded and distributed to the said Annie E. Bryan for life, and at her death to the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, NiNa E. White, HeleN M. King and Howard Price Bryan, her children, in equal parts, in the Report and Account of the Auditor filed the first day of October, nineteen hundred and seventeen, in the Cause in the Circuit Court for Queen Anne's County, in Equity, wherein Minnie Price Bryan is plaintiff, and Annie E. Bryan and others are defendants, being Cause No. 2207 on the Chancery Docket of said Court;

AND WHEREAS, upon the Petition filed in the aforesaid Chancery Cause No. 2207 by all the said parties to this mortgage, the said Court did, by its order passed in said Cause on the first day of November, nineteen hundred and seventeen, authorize, empower and direct J. Frank Harper and John C. Tolson, the Trustees in said Cause, to pay to the said Annie E, Bryan the aforesaid sum of Sixty Two Hundred and Three Dollars ($6,203.00) upon the execution and delivery by said Annie E. Bryan of a mortgage on the hereinafter described real estate securing the payment of the said sum of Sixty Two Hundred and Three Dollars, ($6,203.00) unto the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King and Howard Price Bryan, in equal parts, in the manner hereinabove set forth;

AND WHEREAS, in pursuance of the said Order of said Court, the said J. Frank Harper and John C. Tolson, Trustees as aforesaid, have paid to the said Annie E. Bryan the aforesaid sum of Sixty Two Hundred and Three Dollars ($6,203.00), and the said Annie E. Bryan, in accordance with her agreement contained in said Petition filed in said Chancery Cause No. 2207, and pursuant to the said Order of said Court passed on said Petition as aforesaid, does hereby execute this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that in consideration of the premises and of the said sum of Sixty Two Hundred and Three Dollars ($6,203.00), the receipt of which by the said Annie E. Bryan is hereby acknowledged, the said Annie E. Bryan does hereby grant and convey unto the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, Nina E. White, Helen M. King, and Howard Price Bryan, their heirs and assigns forever, all that tract of land or farm known as "Denbeigh", the "Minnie P. Bryan Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the west side of the State Road leading from Centreville to Easton, adjoining the lands of Clayton Wright and of the late Richard J. Carter, and containing one hundred and seventy five acres and twenty five perches of land, more or less, being the same land which was conveyed to the said Annie E. Bryan by J. Frank Harper and John C. Tolson, Trustees, by deed bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed and the references therein contained reference is hereby made for a more particular and complete 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 to the same belonging or in any wise appertaining.

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 passed to the purchaser of said property.

PROVIDED as follows:- that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Thomas E. Bryan, his executors, administrators or assigns, the aforesaid sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3) owing to the said Thomas E. Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Albert W. Bryan, his executors, administrators, or assigns, the aforesaid sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3) owing to the said Albert W. Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Raymond C, Bryan, his executors, administrators or assigns, the aforesaid sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3), owing to the said Raymond C. Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Nina E. White, her executors, administrators or assigns, the aforesaid sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third Cents ($1,033.83 1/3) owing to the said Nina E. White as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Helen M. King, her executors, administrators or assigns, the aforesaid sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third cents ($1,033.83 1/3) owing to the said Helen M. King as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E. Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, and that if the heirs, executors, administrators or assigns of the said Annie E. Bryan shall well and truly pay to the said Howard Price Bryan, his executors, administrators or assigns, the aforesaid sum of Ten Hundred and Thirty Three Dollars and Eighty Three and one-third cents ($1,033. 83 1/3), owing to the said Howard Price Bryan as aforesaid, at the expiration of six months from and after the date of the death of the said Annie E.

Bryan, with interest thereon only from the date of the death of the said Annie E. Bryan as above set forth, then this mortgage shall be void. And it is hereby agreed that until default be made in the premises, the said Annie E. Bryan, her heirs and assigns shall possess said property.

AND the said Annie E. Bryan, for herself, her heirs, executors, administrators and assigns, hereby covenants to and with the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, NiNa E. White, HeleN M. KiNg and Howard Price Bryan, severally and their several respective heirs, executors, administrators and assigns, to pay, as they severally fall due, the debt 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 ofsaid debt or any part thereof, 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 mortgagees, 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 said mortgagees, their executors, administrators or assigns, the 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 the payment of the said debts hereinabove mentioned and secured hereby, or of any of the said debts, as they severally fall due as hereinbefore set forth, the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, NiNa E. White,HeleN M. KiNg and Howard Price Bryan, or any of them, their executors, administrators or assigns, or the executors, administrators or assigns of any of them, or J. Frank Harper, 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, 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 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 ofthe Circuit Court for Queen Anne's County in Equity; second, all moneys owing hereunder or secured hereby or hereby covenanted to be paid; and third, the balance to the heirs or assigns of the said Annie E. Bryan or whoever may be entitled to the same.

WITNESS the hand and seal of the said Mortgagor:-

TEST:- Annie E. Bryan (SEAL)
C. S. Jump.

STATE OF MARYLAND, QUEEN AnNE'S COUNTY, TO WIT:-

I hereby certify that on this first day of November, iN the year NiNeteen hundred and seventeen, 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 E. Bryan and acknowledged the aforegoing Mortgage to be her act.

C. S. Jump
Justice of the Peace.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that oN this first day of November, iN the year nineteen hundred and seventeen, 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, Agent of Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, NiNa E. White, HeleN M. KiNg aNd Howard Price BryaN, the withiN named mortgagees, and of each of them, 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 J. Frank Harper further made oath in due form of law that he is the Agent of the said Thomas E. Bryan, Albert W. Bryan, Raymond C. Bryan, NiNa E. White, Helen M. King and Howard Price Bryan, duly authorized by them and each of them to make the aforegoing affidavit as to the bona fides of the consideration stated in the aforegoing mortgage.

C. S. Jump
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the sixteenth day of August in the year NiNeteen Hundred and twenty four, the following Assignment was brought to be recorded, to wit:

For value received I hereby assign unto A.M. Tattersall all my interest and estate in and to the aforegoing mortgage.

Witness my hand and seal this 16th day of August, A.D. 1924.

TEST: James T. Earle. Thomas E. Bryan (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. 11, folio 169 etc., a laNd record book for QueeN ANNe's County.

Seal's Place.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, in Equity, this twenty second day of May, nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Subpoena for Respondent to appear and answer.

Seal's Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

R. GleNn King, in his own right and as Executor of the last will of Helen N. King, deceased.

OF BALTIMORE CITY, 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 June next, to answer the complaint of Price, Keating & Harper, Trustees 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 first Monday of May, 1925.
Issued the 25th. day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. Raymond Horney

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

Subpoena for Respondent to appear and answer:

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place.

THE STATE OF MARYLAND

TO

ANNie M. Tattersall.

OF BALTIMORE CITY, 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 June next, to answer the complaint of Price, Keating & Harper, Trustees, 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 first MoNday of May 1925.
Issued the 25th. day of May iN the year 1925.

B. Hackett TurNer, Clerk.

Wm. Raymond Horney

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

Subpoena for Respondent
to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place

THE STATE OF MARYLAND

TO

Raymond C. Bryan.

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 Price, Keating and Harper, Trustees, 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 1925.
Issued the 25th. day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. R. Horney

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.

B. Hackett Turner, Clerk.

Subpoena for Respondent to
appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

TO

Howard Price BryaN.

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 Anne8s County, as a Court of Equity, at Centreville, in said County, on the first Monday of June next, to answer the complaint of Price, Keating & Harper, Trustees, 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, 1925.
Issued the 25th. day of May iN the year 1925.

B. Hackett Turner, Clerk.

Wm. R. Horney

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

Subpoena for Respondent
to appear and answer.

Seal's
Place.

QUEEN ANNE'S COUNTY, TO WIT:

THE STAtE OF MARYLAND.

TO

PrestoN R. ANderson

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 June next, to answer the complaint of Price, Keating & Harper, Trustees,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 first Monday of May 1925.
Issued the 25th. day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. R. Horney

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

TO

Albert W. BryaN.

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 Price, KeatinG and Harper, Trustees, 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, 1925.
Issued the 25th. day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. R. Horney

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 JuNe Next, being the Return Day.

B. Hackett Turner, Clerk.

Subpoena for Respondent to
appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

To

NiNa E. White.

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 June, next, to answer the complaint of Price, Keating and Harper, Trustees, 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 1925.
Issued the 25th. day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. R. Horney

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 June next, being the Return Day.

B. Hackett Turner, Clerk.

Subpoena for Respondent
to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

TO

The QueeN ANNe's NatioNal Bank of Centreville.

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 June next, to answer the complaint of Price, Keating & Harper, Trustees, 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 first MoNday of May 1925.
Issued the 25th. day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. Raymond Horney

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 June next, being the return Day.

B. Hackett Turner, Clerk.

Subpoena for Respondent to appear and answer.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

TO

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 June next, to answer the complaint of Price, Keating & Harper, Trustees, 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 first Monday of May 1925.
Issued the 25th day of May in the year 1925.

B. Hackett Turner, Clerk.

Wm. Raymond Horney

Solicitor for Complainants.

TO THE DEFENDANT: You are hequired 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.

B. Hackett Turner, Clerk.

Answer and Agreement of
Albert W. Bryan and Ascent
of Plaintiffs to Agreement.
Filed Aug. 25th. 1925.

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

Howard E. Price, et al., trustees,	)	
versus	)	Cause No. 2600.
Albert W. Bryan, et al.,	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The aNswer of Albert W. Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, complainants, against him in the above cause exhibited.

That as will appear by reference to the mortgage referred to in the bill of complaint as "Mortgage No. 1" or "Exhibit No. 1", this respoNdent is entitled to the sum of $1033.83-1/3 secured by said mortgage to be paid at the death of Annie E. Bryan, mortgagor.

That this respondent is willing and hereby agrees:

First: That the said sum of $1033.83-1/3 shall be paid out of the proceeds of the sale mentioned in said bill of complaint to a trustee to be appointed by this Honorable Court with the authority to receive said sum in payment of the mortgage securing the same and thatsaid mortgage shall be released of and from the interest and estate therein of this respondent by said trustee, as prayed for in prayer No. 1 of the bill.

Secondly: That there shall be awarded and paid unto the plaintiffs out of said sum when in the hands of said trustee, in lieu of the life estate therein of Annie E. Bryan, the mortgagor, a sum of money equal to one-fifth of said sum of $1033.83-1/3 but no more and with the understanding that the remainder of said sum, to wit: four fifths thereof shall at the same time be paid unto this respondent without awaiting the death of the said Annie E. Bryan.

That to this end this respondent admits the matters and things set forth in the bill of complaint to be true and consents to the passage of the decree prayed for by prayers 1 and 2 of the bill of complaint, and to thepassage of such other decree as may be necessary to carry out the agreement herein contained, the rights of this respondent to be protected by said decree.

Respectfully submitted,

Albert William Bryan.

To

Madison Brown, Attorney at Law, Centreville, Queen Anne's County, State of Maryland, United States of America:-

I hereby authorize you to appear for me in the above case, to file for me my above answer in the above case and file for me such other papers as may be necessary from time to time to accomplish the fulfillment of the agreement mentioned in my answer.

Respectfully submitted,

Albert William Bryan,

We, the undersigned, do hereby assent to the agreement of Albert W. Bryan as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees in the Matter
of the Trust Estate of
Annie E. Bryan,
Chancery No. 2467.

AgreemeNt aNd answer of Raymond C.
Bryan, and Ascent of Plaintiffs to Agreement.
FiledAug. 25th. 1925.

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

Howard E. Price, et al., trustees,	)	
versus	)	Cause No. 2600.
Albert W. Bryan, et al.,	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The aNswer of Raymond C. Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating, and J. Frank Harper, trustees, against him in the above cause exhibited.

That as will appear by reference to the mortgage referred to in the bill of complaint as "Mortgage No. 1" or "Exhibit No. 1", aNd is secured unto this respondent the sum of $1033.83-1/3, payable to this respondent or his assignees six months from the time of the death of Annie E. Bryan, the mortgagor.

That this respondent on March 22, 1921, duly assigned all his right, title, interest and estate in and to said mortgage No. 1 uNto ANnie E. Bryan who assigned the same unto the Centreville NatioNal BaNk of MarylaNd, as set forth iN paragraph No. 5 of the bill of complaiNt.

That on September 23, 1921, this respondent did again assign (subject however to the assignment mentioned above) his right, title, interest and estate in mortgage No. 1, unto Annie E. Bryan, who assigned the same unto the Queen Anne's NatioNal Bank of Centreville as set forth in paragraph No. 6 of the bill of complaint.

That this respondent is willing and hereby agrees:

First: That said sum of $1033.83-1/3 so secured by said mortgage No. 1 unto him shall be paid out of the proceeds of the sale mentioned in the bill of complaint unto a trustee to be appointed by this Honorable Court and that said mortgage shall be released of said interest and estate therein of this respondent by said trustee, as prayed for in prayer 1 of the bill of complaint.

Secondly: That there shall be awarded and paid out of said sum of $1033.83-1/3 when in the hands of said trustee unto the plaintiffs of this cause, in lie u of the life estate of Annie E. Bryan, the mortgagor, in the whole sum, a sum of money equal to one-fifth of the whole sum but no more and with the understanding that at the same time, and without awaiting the death of Annie E. Bryan, the remaining four-fifths of the entire sum shall be paid unto The Centreville NatioNal BaNk of MarylaNd, the first assigNee of this respoNdeNt, so that said four-fifths caN be applied wheN received by said assigNee to the iNdebtedness of this respondent to said assignee secured by the assignment of this respondent to said assignee.

That to that end this respondent hereby admits the matters and things set forth in the bill of complaint to be true and consents hereby to the passage of the decree prayed for in prayers 1 and 2 of the bill or to the passage of such other decree as may be necessary to carry out this agreement in this answer contained.

Respectfully submitted,

Raymond C. Bryan.

We, the undersigned, hereby assent to the agreement of Raymond C. Bryan as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees in the Matter of
the Trust Estate of Annie
E. Bryan, Chancery No. 2476.

ANswer and Agreement of NiNa
E, White and Ascent of Plaintiffs
to Agreement.

Filed Aug. 25th. 1925.

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

Howard E. Price, et al., trustees, versus Albert W. Bryan, et al., Cause No. 2600.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The aNswer of Nina E. White to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, complainants, against her in the above cause exhibited.

That as will appear by reference to the mortgage referred to in the bill of complaint as "Mortgage No. 1" or "Exhibit No. 1", this respondent is entitled to the sum of $1033.83-1/3 secured by said mortgage to be paid at the death of Annie E. Bryan, mortgagor.

That this respondent is willing and hereby agrees:

FIRST: That the said sum of $1033.83-1/3 shall be paid out of the proceeds of the sale mentioned in said bill of complaint to a trustee to be appointed by this Honorable Court with the authority to receive said sum in payment of the mortgage securing the same and that said mortgage shall be released of and from the interest and estate of this respondent by said trustee, as prayed for in prayer No. 1 of the bill.

SECONDLY: That there shall be awarded aNd paid uNto the plaiNtiffs out of said sum when in the hands of said trustee, in lieu of the life estate therein of Annie E. Bryan, the mortgagor, a sum of money equal to one-fifth of said sum of $1033.83-1/3 but no more and with the understanding that the remainder of said sum, to wit: four-fifths thereof shall at the same time be paid unto this respondent without awaiting the death of the said Annie E. Bryan.

That to this end this respondent admits the matters and things set forth in the bill of complaint to be true and consents to the passage of the decree prayed for by prayers 1 and 2 of the bill of complaint, and to the passage of such other decree as may be necessary to carry out the agreement hereincontained, the rights of this respondent to be protected by said decree.

Respectfully submitted,

NiNa E. White

We, the undersigned, do hereby assent to the agreement of Nina E. White as setforth in the within and aforegoing answer.

Howard E. Price
Thos. J. Keating
J. Frank Harper

Trustees, in the Matter
of the Trust Estate of
Annie E. Bryan, Chancery No. 2476.

JoiNt aNd Several Answers and Agreement
of Howard Price Bryan and Preston R. Anderson,
and Ascent of Plaintiffs to Agreement.
Filed Aug. 25th. 1925.

IN THE CIRCUIT COURT FOR QUEEN AnNE'S COUNTY, IN EQUITY:

Howard E. Price, et al., trustees. versus Albert W. Bryan, et al., Cause No. 2600.

TO THE HONORABLE_ THE JUDGES OF SAID COURT:

The joiNt aNd several aNswer of PrestoN R. Anderson and Howard Price Bryan to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, against them and others in the above entitled cause exhibited.

That by the mortgage referred to in the bill of complaint as "Exhibit No. 1", there is secured uNto the said Howard Price BryaN the sum of $1033.83-1/3 payable at the death of the said Annie E. Bryan.

That by way of mortgage referred to in the bill as "Exhibit No. 4", the said Howard Price BryaN, to secure a debt thereiN described , did assign the said sum of $1033.83-1/3 and said mortgage

referred to as "Exhibit No. 1" unto certain parties who have since assigned said mortgage referred to as "Exhibit No. 4" uNto the said PrestoN R. Anderson.

That the debt secured by said mortgage or "Exhibit No. 4" remaiNs at this time uNpaid.

That these respondents are willing and do hereby agree:

FIRST: That the said sum of $1033.83-1/3 shall be paid out of the proceeds of the sale mentioned in the bill of complaint unto a trustee to be appointed by this Honorable Court toreceive said payment and that said mortgage No. 1 shall be released of the interest therein of these respondents by said trustee, as prayed for in prayers 1 and 2 of the bill of complaint.

SECONDLY: That there shall be paid out of said sum of $1033.83-1/3 when in the hands of the trustee mentioned unto the plaintiffs, in lieu of the life estate of said Annie E, Bryan, in said sum, a sum of money equal to one-fifth of the said sum of $1033.83-1/3 but no more, and with the understanding that the balance of said sum, to wit: the remaining four-fifths shall at the same time be awarded and paid unto the said Preston R. Anderson to be applied by him as a credit on the debt due to him by mortgage No. 4 without awaiting the time of the death of said Annie E. Bryan.

That to that end these respondents admit the matters and things set forth in the bill of complaint to be true and hereby consent to the passage of the decree prayed for in prayers 1 and 2 of the bill of complaint or to the passage of such decree as may be necessary to carry out the agreement herein contained.

Respectfully submitted,

Howard Price Bryan

Preston R. Anderson.

To Madison Brown, Attorney at Law, Centreville, Queen Anne's County, State of Maryland, United States of America:- I hereby authorize you to appear for me in the above case and file for me, my above answer in the above case and file for me such other papers as may be necessary from time to time to accomplish the fulfillment of the agreement mentioned in my anwer.

Howard Price Bryan

Preston R. Anderson.

We, the undersigned, do hereby assent to the agreement of Preston R. Anderson and Howard Price Bryan as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees, in the Matter of the Trust Estate of Annie E. Bryan, Chancery No. 2476.

Answer and Agreement of R. Glenn King in His Own Right and as Executor of Helen Bryan King and Ascent of Plaintiffs to Agreement.
Filed Aug. 25th. 1925.

IN THE CIRCUIT COURT FOR QUEEN AnNE'S COUNTY, IN EQUITY:

Howard E. Price, et al., trustees,	)	
versus	)	Cause No. 2600.
Albert W. Bryan, et al.,	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of R. Glenn King in his own right and as the executor of the last will and testament of Helen M. King or Helen Bryan King, deceased, to the bill of complaint of Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, complainants, against him in the above cause exhibited.

That in accordance with the allegations of paragraph 20 of the bill of complaint, this respondent is entitled to receive at the death of Annie E. Bryan the sum of $1033.93-1/3 secured by the mortgage referred to in said bill as "Mortgage No. 1", or "Exhibit No, 1", to be paid uNto

Helen M. King at the expiration of six months from the date of the death of Annie E. Bryan, the mortgagor making said mortgage.

That this respondent is willing and hereby agrees:

First: That the said sum so secured by said mortgage shall be paid out of the proceeds of the sale mentioned in the bill of complaint unto a trustee to be appointed by this Honorable Court to receive payment of said sum and that the said mortgage securing the said sum shall be released by the said trustee, for and on behalf of this respondent, in accordance with prayers 1 and 2 of this bill.

Secondly: That there shall be awarded and paid unto the plaintiffs of this cause out of said sum so secured by said mortgage to the said Helen M. King when in the hands of the trustee mentioned, in lieu of the life estate of the said Annie E. Bryan, mortgagor, in the whole sum, a sum of money equal to one-fifth of the whole sum but no more, and with the understanding that at the time of said payment and allowance to the plaintiffs there shall be paid unto this respondent the remaining four-fifths of the whole sum without awaiting the time of the death of the said Annie E. Bryan.

That to that end this respondent hereby admits the matters and things set forth in the bill of complaint to be true and consents hereby to the passage of the decree prayed for in prayers 1 and 2 of the bill or to the passage of such other decree as may be necessary to carry out this agreement in this answer contained.

Respectfully submitted,

R. Glenn King

In his own right and as
EXECUTOR of Helen M. KIng
called in her will Helen
Bryan King.

We, the undersigned, do hereby assent to the agreementof R. Glenn King, as set forth inthe within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees, in the Matter of
the Trust Estate of Annie E.
Bryan, Chancery No. 2476.

JoiNt aNd Several Answer and
Agreement of the Centreville
NatioNal BaNk of Maryland and
The Queen Anne's NatioNal BaNk
of Centreville and Ascent of
Plaintiffs to Agreement.
Filed Aug. 25th. 1925.

Howard E , Price, et al., Trustees, PLAINTIFFS.	)	IN the Circuit Court for
vs.	)	Queen Anne's County
	)	in Equity.
Albert W. BryaN, et al., DEFENDANTS.	)	Cause No. 2600.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joiNt and several answer of The Centreville National Bank of Maryland, by Madison B. Bordley, its Attorney, and The Queen Anne's National Bank of Centreville, by H. B. W. Mitchell, its Attorney, to the Bill of Complaint of Howard E. Price, et al., Trustees, Plaintiffs, against them and others in the above cause in this Court exhibited:

1. That by the mortgage referred to in the said Bill of Complaint as "Exhibit No. 1" there is secured unto Raymond C. Bryan the sum of $1033.83-1/3 payable at the death of Annie E. Bryan.

2. That the said Raymond C. Bryan did assign said sum and the said mortgage so securing the same by way of another mortgage referred to in said Bill of Complaint as "Mortgage No. 2", uNto the said ANNie E. Bryan, who, did later assign said mortgage so referred to as "Mortgage No. 2" uNto the said The CeNtreville NatioNal BaNk of MarylaNd,

aNd that the debt or sum secured by said mortgage referred to as "Mortgage No. 2" now remains unpaid.

3. That the said Raymond C. Bryan did assign said sum of $1033.83-1/3 andthe mortgage securing the same by way of another mortgage referred to in said Bill of Complaint, as"Mortgage No. 3" unto the said Annie E. Bryan, who later did assign said mortgage referred to in said Bill of Complaint as "Mortgage No. 3" uNto the said The QueeN ANne's NatioNal Bank of Centreville; that said mortgage so referred to in said Bill of Complaint as "Mortgage No. 3" is second in lien to the said mortgage so referred to in said Bill of Complaint as "Mortgage No. 2" and that the debt secured by the mortgage referred to as "Mortgage No. 3" remains unpaid.

4. That the said respondents are willing and hereby agree that the said sum of $1033.83-1/3 shall be paid out of the proceeds of the sale mentioned in said Bill of Complaint and that a trustee shall be appointed by this Honorable Court to receive payments of said mortgage referred to in the Bill of Complaint as "Exhibit No. 1" aNd to release the same of said interest therein of these respondents as prayed in prayer No. 1f of the Bill of ComplaiNt.

5. That these respondents are willing and hereby agree that there shall be awarded unto the Plaintiffs out of said sum of $1033.93-1/3 when the same shall have been received by the trustee to be appointed to receive the same, in lieu of the life estate in the whole sum of the said Annie E. Bryan, a sum of money equal to one-fifth (but no more) of the whole sum but with the understanding that the remainder of the whole sum, to wit: four-fifths thereof, shall at the same time be paid and awarded unto The Centreville National Bank of Maryland to be applied by it as a credit on the indebtedness of the said Raymond C. Bryan under the mortgage referred to in the Bill of Complaint as "Mortgage No. 2", without awaiting the death of the said ANnie E. Bryan.

6. That to that end these respondents admit the matters and things set forth in the Bill of Complaint to be true and do hereby consent to the passage of the decree prayed for in prayers Nos. 1 and 2 of the said Bill of Complaint and to the passage of such other decree as may be necessary to carry out the agreement herein mentioned, the several rights of these respondents in the mortgage referred to as aforesaid as "Exhibit No. 1" to be protected by the decree in the proceeds of the collection of said mortgage.

And as in duty bound, etc.,

Madison B. Bordley
Attorney for The Centreville
National Bank of Maryland.

H. B. W. Mitchell
Attorney for The Queen Anne's
National Bank of Centreville.

We, the undersigned, do hereby assent to the agreement of The Centreville National Bank of Maryland, and The Queen Anne's National Bank of Centreville as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper
Trustees in the Matter of
the Trust Estate of Annie
E. Bryan, Chancery No. 2476.

ANswer aNd Agreement of Annie M.
Tattersall, and Ascent of Plaintiffs
to Agreement.
Filed Aug. 25th. 1925.

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

Howard E. Price, et al., trustees, versus Albert W. BryaN, et al.,	)	Cause No. 2600.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The aNswer of ANNie M. Tattersall, to the bill of complaiNt of Howard E. Price, et al., trustees, plaiNtiffs, against her in the above cause exhibited.

That this respondent admits that as the assignee of Thomas E. Bryan, one of the mortgagees named in the mortgage referred to in said bill as "Exhibit No. 1", she will be entitled to

receive at the death of the said Annie E. Bryan the sum of $1033.83 1/3; see assignment on said exhibit No. 1, made by the said Thomas E. BryaN unto this respondent.

That this respondent is willing and hereby agrees:

First:

that the said sum shall be paid out of the proceeds of the sale mentioned in said bill of complaint unto a trustee to be appointed by this Honorable Court to receive payment of said sum and that the said mortgage securing said sum shall be released by the said trustee on behalf of this respondent in accordance with prayers 1 and 2 of said bill; and

Secondly:

that there shall be awarded and paid unto the plaintiffs of this cause when in the hands of the trustee mentioned, in lieu of the life estate of the said Annie E. Bryan, in said sum, a sum of money equal to one-fifth of said sum and no more, and with the understanding that at the time of said payment and allowance, to the said plaintiffs there shall be paid unto this respondent the remaining four-fifths of said sum of money without awaiting the time of the death of the said Annie E. Bryan.

That to that end this respondent hereby admits the matters and things set forth in the bill of complaint and consents hereby to the passage of the decree prayed for in prayers 1 and 2 of the bill and of such other decree as may be necessary to carry out the agreement in this answer contained.

Respectfully submitted,

Annie M. Tattersall
Defendant.

John C. Tolson,
Solicitor for Annie
M. Tattersall.

We, the undersigned, do hereby assent to the agreement of Annie M. Tattersall as set forth in the within and aforegoing answer.

Howard E. Price

Thos. J. Keating

J. Frank Harper
Trustees in the Matter of the
Trust Estate of Annie E. Bryan,
Chancery No. 2476.

Decree.
Filed Aug. 27th. 1925.

Howard E. Price, et al., Trustees, Plaintiffs,	)	In the Circuit Court for
vs.	)	Queen Anne's County
	)	in Equity.
Albert W. Bryan, et al., Defendants.	)	Cause No. 2600.

FINAL DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Answers and all the other proceedings were read and considered.

It is thereupon on this 27th. day of August, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court ADJUDGED , ORDERED and DECREED that Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees of the Estate of Annie E. Bryan, under a deed of trust from her mentioned in the Bill of Complaint, Plaintiffs of the above cause, are entitled to pay out of the proceeds of the sale of the farm called "Denbeigh" made by them as set forth in paragraph 11 of the Bill of Complaint the mortgage on said farm called in the Bill of Complaint "Exhibit No. 1", dated the first day of November, in the year nineteen hundred and seventeen, and recorded in Liber W, F. W. No. 11, folios 169, etc., a land record book of Queen Anne's County, State of Maryland;made by the said Annie E. Bryan for the following purposes, to wit:

(a) To secure unto Thomas E. Bryan the sum of $1,033.83-1/3,
(b) To secure unto Raymond C. Bryan the sum of $1,033.83-1/3
(c) To secure unto Helen M. King the sum of $1,033.83-1/3
(d) To secure unto Howard Price Bryan the sum of $1,033.83-1/3
(e) To secure unto Nina E. White the sum of $1,033.83-1/3
(f) To secure unto Albert W. Bryan the sum of $1,033.83-1/3

And it is further ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, as follows, to wit:

1. That William R. Horney, of Queen Anne's County, State of Maryland, be and he is hereby appointed a trustee to receive of the Plaintiffs paymentof said mortgage and of the several sums of money secured thereby.

2. That before the said William R. Horney shall proceed to act as said trustee, he shall file with the Clerk of said Court a bond to the State of Maryland to be executed by himself and a surety or sureties to be approved by this Court or by said Clerk in the penalty of twelve thousand dollars ($12,000.00), if the surety or sureties shall be two persons, and in the penalty of sixty five hundred dollars ($6500.00), if the surety shall be a corporation, engaged in the surety business authorized by law to become sole surety on bonds of trustees, 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.

3. That upon the payment by the Plaintiffs unto the said trustee of each sum so secured by said mortgage, and not before, he, the said William R. Horney, as trustee, by a proper release, shall release the said land called "Dembeigh" unto the said The Centreville National Bank of Maryland from the lien and operation of said mortgage and from the claims thereunder of the said mortgagees and of all persons claiming by, through or under them; that said release shall operate as a release of said mortgage in the same manner and as fully and effectually as if made by the said mortgagees or persons claiming by, through and under them.

4. That the said trustee, on receipt by him of the sum secured by said mortgage unto Thomas E. Bryan shall forthwith pay thereout unto the Plaintiffs one-fifth of said sum and unto Annie M. Tattersall (assignee of the interest in said mortgage of the said Thomas E. Bryan), four-fifths of said sum in accordance with the agreement contained in the answer of the said Annie M. Tattersall filed herein and the ascent thereto of the Plaintiffs.

5. That the said trustee, on receipt by him of the sum secured by said mortgage unto Raymond C. Bryan shall forthwith pay thereout unto the Plaintiffs one-fifth of said sum and unto the said The Centreville NatioNal BaNk of MarylaNd (assigNee of the said RaymoNd C. Bryan) four-fifths of said sum in accordance with the agreement contained in the answers filed herein of the said Raymond C. Bryan, the said The Centreville National Bank of Maryland and The Queen Anne's National Bank of Centreville (a second assignee of the said Raymond C. Bryan) and the ascent thereto of the Plaintiffs.

6. That the said trustee, on receipt by him of the sum secured by said mortgage unto Helen M. King shall forthwith pay thereout unto the Plaintiffs one-fifth of said sum and unto the said R. Glenn King (assignee of the interest in said mortgage of the said Helen M. King under her will) four-fifths of said sum in accordance with the agreement contained in the answer of the said R. Glenn King filed herein and the ascent thereto of the Plaintiffs.

7. That the said trustee, on receipt by him of the sum secured by said mortgage unto Howard Price Bryan shall forthwith pay thereout unto the Plaintiffs one-fifth of said sum and unto Preston R. Anderson (assignee of the interest in said mortgage of the said Howard Price Bryan) four-fifths of said sum in accordance with the agreement contained in the answer of the said Howard Price Bryan and the said Preston R. Anderson filed herein and the ascent thereto of the Plaintiffs.

8. That the said trustee, on receipt by him of the sum secured by said mortgage unto NiNa E. White shall forthwith pay thereout unto the Plaintiffs one-fifth of said sum and unto the said Nina E. White four-fifths of said sum in accordance with the agreement contained in the answer of the said Nina E. White filed herein and the ascent thereto of the Plaintiffs.

9. That the said trustee, on receipt by him of the sum secured by said mortgage unto Albert W. Bryan shall forthwith pay thereout unto the Plaintiffs one-fifth of said sum and unto the said Albert W. Bryan four-fifths of said sum in accordance with the agreement contained in the answer of the said Albert W. Bryan filed herein and the ascent thereto of the Plaintiffs.

10. That the said trustee shall within a reasonable time after the payment to him of the several sums so secured by said mortgage return to this Court a full and particular account of his transactions under this decree.

11. That the costs of the proceedings of this cause shall be paid by the Plaintiffs out of the estate in their hands of the said Annie E. Bryan under her deed of trust to them and that the costs of the bond required by this decree of the said William R. Horney shall be considered a part of the said costs of these proceedings if said bond shall be obtained of a surety company becoming surety on such bonds.

Filed Aug. 27th. 1925. Lewin W. Wickes

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that oN the tweNty Ninth day of August, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That we, William R. HorNey, of Queen Anne's County, 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, are held and firmly bound unto the State of Maryland in the full and just sum of sixty five hundred dollars ($6,500.00), 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, add 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 29th. day of August, in the year nineteen hundred and twenty five.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the twenty seventh day of August in the year nineteen hundred and twenty five, and passed in a cause in said Court entitled "Howard E. Price", et al, vs. Albert W. Bryan et al", being Cause No. 2600 on the Chancery Docket of said Court, the said William R. Horney was appointed trustee to receive payment of and to release the mortgage from Annie E. Bryan to Thomas E. Bryan, etal., bearing date the first day of November, aNd recorded in Liber W. F. W. No. 11, folios 169 etc., a land record book for Queen Anne's County, Maryland, and to administer the trust reposed in him by said decree so as aforesaid passed in said Chancery Cause No. 2600;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William R. Horney, do and shall well and faithfully perform the trust reposed in him by the said decree or that may be reposed in him by any future decree or order of the Circuit Court for Queen Anne's County in Equity in the premises, then the above obligation to be void; otherwise it is to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:-
M. B. Bordley.
Attest: M. B. Bordley.

Seal's Place.

William R. Horney (SEAL)
United States Fidelity and Guaranty Company.
By J. Frank Harper.
Its Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed August 29th. 1925.
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. 176 etc., a land record book for Queen Anne's County.

Seal's Place.

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 August in the year 1925.

B. Hackett Turner, Clerk.

No. 2619 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of August, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

R. Hynson Rogers, Assignee	#	In the Circuit Court for
	#	
vs.		Queen Anne's County, Md.
	#	
George W. Burlingame,		In Equity No.
	#	

B. Hackett TurNer, Clerk:

Please docket the above eNtitled case, make copy of Mortgage from George W. BurliNgame, widower, to The J. Waters Russell Realty CompaNy, dated the 17th day of March 1919, aNd recorded iN Liber J.F.R. No. " folio 129 etc., together with assignment of same to J. H. Sides and from said J.H. Sides to R. Hynson Rogers, file and enter my appearance for Plaintiff, says,-

R. Hynson Rogers.

Certified Copy of Mortgage.

#6925. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the twenty fifth day of March, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this 17th. day of March, in the year nineteen hundred and nineteen, by and between George W. Burlingame, widower, Mortgagor, of Queen Anne's County, State of Maryland, of the one part, and The J. Waters Russell Realty Company, of Kent County, State aforesaid, Mortgagee, of the other part.

Whereas, the said Mortgagor is justly indebted unto said Mortgagee, in the full sum of Two thousand dollars, ($2000.00), being in part the purchase price ofthe below mortgaged lands, and (being money loaned and advanced by said Mortgagee to said Mortgagor) which said sum and the interest thereon the said Mortgagor does hereby agree and covenant to pay unto the said mortgagee, two years after date of these presents, and further agrees to pay unto said mortgagee, its successors and assigns, legal interest semi-annually from this date, on said principal indebtedness of $2000.00.

AND WHEREAS, this Mortgage is made to secure the paymeNt of said debt, aNd the iNterest thereoN, iN the maNNer aNd at the times above stipulated 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 the sum of One Dollar, the said George W. Burlingame, does grant unto the said The J.Waters Russell Realty Company, in fee simple

ALL THOSE TWO Tracts or Parcels of land situate in the Seventh (formerly the Second) Election District of Queen Anne's County, State of Maryland, aforesaid, known and called "Barren Neck", or by whatsoever name or names the same may be known or called, containing seventy acres and thirteen and one third perches of land, more or less. And also all that Lot or Parcel of land known and called the "Sparks Lot", also situated in the Seventh Election District of Queen Anne's County, State of Maryland aforesaid, on the north side of the public road leading from the shops of D. Rochester Woodall to Double Creek Point on Chester River and adjoining the lands hereinbefore conveyed and containing six acres of land, more or less.

BEING the same tract or tracts of laNd coNveyed unto the said The J. Waters Russell Realty Company by Deed dated Jany. 16th. 1919, by Luciano Cozzi and wife, duly acknowledged and recorded in Liber J.F.R. No. 1, folio 543 etc., a LaNd Record Book for QueeN ANNe's County aforesaid, reference to which Deed is to be made for further description of the lands hereby mortgaged.

And being moreover the same tract or tracts that were conveyed by the aforesaid The J. Waters Russell Realty Company to the aforesaid George W. Burlingame by Deed executed and recorded, immediately prior to this mortgage among the Land Records of Queen Annes County aforesaid.

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

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

To Have and to Hold the aforesaid parcel of ground and premises, unto and to the proper use and benefit of George W. Burlingame, his heirs and assignsfforever.

Provided, that if the said George W. Burlingame, his heirs, executors, administrators or assigns, shall pay said principal sum and interest, including five per cent. commission for collecting any deferred payment and shall perform all the covenants herein on his part part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises the said George W. Burlingame shall possess the aforesaid property upon paying in the meantime, all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said George W. Burlingame, for himself and for his heirs, executors, administrators and assigns, does 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 The J. Waters Russell Realty Company, or Joseph N. Wheatley, its AttorNey or ChestertovN, Md. is hereby authorized aNd empowered at aNy time after such default, tosell 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 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 all counsel or attorney's fees, and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety Company, 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; Secondly, to the payment of all claims ofthe 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 Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same. But in case the 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 Mortgagor, for himself and for his heirs, personal representatives and assigns, does hereby further covenant to and with the said Mortgagee, its successors, heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission of 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 the Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars.

And the said Mortgagor, for himself, and for his heirs, executors, administrators and assigns, does 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 their full insurable value, 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 The J. Waters Russell Realty Company, its successors or assigns, to the extent of its or their lien or claim hereunder.

And the said Mortgagor, for himself, and for heirs, executors, administrators and assigns does further covenant to pay unto the said Mortgagee or its successors and assigns, hereunder any insurance premiums or charges on any property covered by this Mortgage paid by the said Mortgagee or his personal representatives or assigns hereunder.

And the said Mortgagor does further covenant thathhe 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 in value.

Witness my hand and seal.

Test: Harry C. Coleman. George W. Burlingame (SEAl)

State of Maryland, Kent County, to wit:

I HEREBY CERTIFY, that on this 17th. day of March, in the year nineteen hundred and nineteen, before the subscriber, a Notary public of the State of MarylaNd, iN and for Kent County aforesaid, personally appeared George W. Burlingame, and did acknowledged the aforesaid Mortgage to be his act.

Notary Public Seal.

Harry C. Coleman,
Notary Public.

State of Maryland, Kent County, to wit:

I HEREBY CERTIFY, that on this 17th. day of March, in the year nineteen hundred and nineteen, before the subscriber, a Notary Public of the State of MarylaNd, iN and for Kent County aforesaid, personally appeared J. Waters Russell, the President of The J. Waters Russell Realty Company, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as herein set forth.

Notary Public Seal.

Harry C. Coleman. J.P.

State of Maryland, Queen Anne's County, to wit: Be it remembered that on the second day of May, in the year nineteen hundred and nineteen, the following Assignment was brought to be recorded, to wit:

For value received, The J. Waters Russell Realty Company, a body corporate, hereby assigns the within mortgage, drawing interest from May 1st. 1919, to James H. Sides. As witness the corporate seal of said corporation, and the signature of J. Waters Russell, its president, this 1st. day of May, A.D. 1919.

Witness:-
Chas. F. Wheatley.

The J. Waters Russell Realty Company.

Corporate Seal's Place.

By J. Waters Russell,
President.

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

Be it remembered that on the twenty second day of August, in the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

For value received I hereby assign the within and aforegoing mortgage to R. Hynson Rogers for purpose of foreclosure. As witness my hand and seal this 22 day of August 1925.

Witness:
J. S. Kreiger.

James H. Sides (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. #2, folio 129 etc., a Land Record Book for Queen Anne's County.

$$$$$$$$$$$$$$$
$ Seal's $
$ Place. $
$$$$$$$$$$$$$$$

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this twenty fifth day of August, A.D. 1925.

B. Hackett Turner, Clerk.

Statement of Mortgage Debt.
Filed Sept. 18th. 1925.

R. Hynson Rogers, Assignee	,	In the Circuit Court for
vs.	,	Queen Annes County
George W. Burlingame.	,	In Equity No.

STATEMENT OF MORTGAGE DEBT.

George W. BurliNgame to James H. Sides, Dr.,

MoNey loaned on mortgage	$2000.00
Interest to Sept. 22, 1925.	86.67
Taxes for year 1924.	55.57
Taxes for year 1925.	46.03
	$2188.27

J. H. Sides.

State of Maryland, Kent County, to wit:

I hereby certify that on this 17th. day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared James H. Sides, mortgagee, and he made oath in due form of law that the above amount is now due and owing, on account of said mortgage indebtedness, and that no part thereof has been received.

As witness my hand and Notarial Seal.

Notary Public Seal.

Mary E. Anderson,
Notary Public

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighteenth day of September, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That we, HyNsoN Rogers of Kent County and State of Maryland, as Principal, and Hallie W. Rogers, and Herbert E. Perkins, as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars, to be paid to the said 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 and administrators, jointly and severally, firmly by these presents, sealed withoour seals and dated this 16th. day of September, in the year one thousand and nine hundred and twenty five. Whereas, the above bounden R. Hynson Rogers as assignee of mortgage given by George W. Burlingame, widower, to The J. Water Russell Reality Company, dated the 17th. day of March in the year nineteen hundred and nineteen and recorded in Liber J.F.R. No. 2, folio 129 etc., one of the land record books for Queen Anne's County and assigned by said J. Waters Russell Realty Company to James H. Sides, and by said James H. Sides to R. Hynson Rogers, for the purpose of collection, has instituted foreclosure proceedings, default having occured in the covenants and conditions of said mortgage, to pay mortgage debt and interest.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bouNdeN R. Hynson Rogers do and shall well and faithfully perform the trust reposed in him by said mortgage 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:

Stephen R. Collins.

Seal's Place.

R. Hynson Rogers (SEAL)
Hallie W. Rogers (SEAL)
Herbert E. Perkins (SEAL)

The sureties on the above Bond would be accepted in the above amount if offered in this Court.

Seal's Place.

Test: Robert R. Ayres, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY_ TO WIT:-

I hereby certify that the a foregoiNg is truly taken and copied from Liber J.F.R. No. 1, fol. 182, etc., a Bond Record Book for Queen Anne's County,

Seal's Place.

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 Sept, in the year 1925.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Oct. 9th. 1925.

R. Hynson Rogers, Assignee	,	In the Circuit Court for
vs.	,	Queen Anne's County
George W. Burlingame. Widower.	,	In Equity.
	,	No. 2619.

To the HoNorable , The Judges of said Court:

The report of R. Hynson Rogers, Assignee of the Mortgage from George W. Burlingame, widower, to the J. Waters Russell Reality Company, dated the 17th day of March inthe year nineteen hundred and nineteen and recorded in Liber J.F.R. No. 2, folio 129 etc., one of the Land Record Books for Queen Annes County, and assigned by said J. Waters Russell Realty Company to James H. Sides and by said James H. Sides to R. Hynson Rogers for the purpose of foreclosure which assignments are recorded among the Land Records for said Queen Annes County at the foot of the aforesaid Mortgage respectfully shows:

That default having been made under said Mortgage by the failure of the said George W. Burlingame, Mortgagor, to pay the principal mortgage indebtedness and interest thereon when the same became due and payable, and the taxes on said property, the said R. Hynson Rogers, Assignee in conformity with the authority and power of sale in said Mortgage contained after having given bond with security for the faithful performance of his trust, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Centreville Record", a newspaper printed and published in Queen Annes County, Maryland, for at least 21 days before the day of sale, your assignee did pursuant to said notice, attend in front of the Court House Door in Centreville, Queen Annes County, Maryland, on Tuesday the 22nd. day of September, 1924 at 2 o'clock P.M., and then and there proceeded to sell the mortgaged property in manner following, that is to say:
Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage consisting of all those two tracts or parcels of land situate in the Seventh (formerly the Second) Election District of Queen Annes County aforesaid, known and called "Barren Neck", or by whatsoever Nameor names the same may be known or called, containing 76 acres and thirteen and one third perches of land, more or less, and also all that Lot or Parcel of land known and called the "Sparks Lot", also situate in the Seventh Election District of Queen Annes County, State of Maryland, aforesaid, on the North side of the public road leadiNg from the shops of D. Rochester Woodall to Double Creek PoiNt on Chester River and adjoining the lands above described and containing six acres of land, more or less, improved by a two story frame dwelling, stable, potato house, garage, corn crib, shed and chicken house.

And no higher bid being offered for the said property than $1100.00 and the same being considered inadequate by the said assignee, no sale thereof was made.

And your assignee further reports that he has since sold said property at private sale to James H. Sides of Kent County, Maryland, for the sum of eleven hundred and twenty five dollars ($1125.00), the same being the highest offer he could obtain for said property, the term of sale being one third of the purchase money in cash at the time of the sale and the balanceof the purchase money in two equal installments in six and twelve months from day of sale, or all cash at the option of the purchaser, the deferred payments to bear interest from the day of sale; purchaser to pay costs of title papers and Revenue Stamps.

Respectfully submitted,

R. Hynson Rogers,
Assignee.

State of Maryland, Kent County, to wit:

I hereby certify that on this 7th. day of October, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared R. Hynson Rogers, Assignee 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 knowledgedand belief, and that the sale therein reported was fairly made.

Notary
Public
Seal.

Mary E. Anderson,
Notary Public

For Certificate of Publication of
Adv. of Sale see Page. 331.

N I S I.

R. HyNsoN Rogers, Assignee,	(	IN THE CIRCUIT
vs.	)	COURT FOR QUEEN ANNE'S
George W. Burlingame.	(	COUNTY, IN EQUITY.
	)	CHANCERY NO. 2619.

ORDERED, This 9th. day of October, A.D. 1925, that the sale of the real estate made and reported in this cause by R. Hynson Rogers, Assignee, 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 $1125.00.

Filed October 9th. 1925.

B. Hackett Turner, Clerk.

Certificate of Publication of
Advertisement of Order Nisi.

Filed Dec. 4th. 1925.

ORDER NISI.

R. Hynson Rogers, Assignee,
vs.
George W. Burlingame.

In the Circuit Court for Queen Anne's County, In Equity, Chancery No. 2619.

Ordered, this 9th. day of October, A.D., 1925, that the sale of the real estate made and reported in this cause by R. Hynson Rogers, Assignee, 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 $1125.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER,
Test: B. HACKETT TURNER, Clerk.
Filed Oct. 9th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 4th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby CERTIFIES that the Order Nisi in the case of Roger, Assignee, vs. Burlingame, case 2619, 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 November in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed Oct. 9th. 1925.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in a mortgage from George W. Burlingame, widower, to The J. Waters Russel RealityCompany, dated the 17th day of March, in the year nineteen hundred and nineteen and recorded in Liber J. F. R. No. 2, folio 129 etc., one of the Land Record Books for Queen Anne's County, and assigned by said J. Walters Russell Realty Company to James H. Sides and by said James H. Sides to R. Hynson Rogers, default having occurred in the terms of said mortgage, the said R. Hynson Rogers, 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, SEPT. 22, 1925, commencing at 2 o'clock P.M., the following real estate:

All those two tracts or PARCELS OF LAND situate in the Seventh (formerly the Second) Election District of Queen Anne's County, State of Maryland, aforesaid, known and called "Barren Neck ", or by whatsoever name or names the same may be known or called, containing 76 ACRES AND THIRTEEN AND ONE THIRD PERCHES OF LAND, MORE OR LESS.

And also all that lot or parcel of land known and called the "Sparks Lot", also situate in the Seventh Election District of Queen Anne's County, State of Maryland aforesaid, on the North side of the public road leading from the shops of D. Rochester Woodall to Double Creek Point on Chester River and adjoining the lands above described and containing SIX ACRES OF LAND, more or less.

Improvements consist of Frame two story eight room DWELLING HOUSE, frame stable with loft about 16x35 feet, frame two story potato house, about 14x18 feet, garage, corn crib, shed with loft and other smaller buildings, with new chicken house about 18x40 feet.

There is an Apple Orchard of near ten acres and a valuable musk rat marsh.

TERMS OF SALE-- One third of the purchase money in cash at the time of the sale and the balance of the purchasemoney in two equal installments of six and twelve months from day of sale, or all cash at the option of the purchaser, the deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the Assignee. All title papers including revenue stamps on Deed at the expense of the purchaser.

R. HYNSON ROGERS,
Assignee.
T.FRank Seward, Auctioneer.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Oct. 9th. 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Advertisement in the case of Rogers, Assignee, vs. Burlingame, Chancery 2619, 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 22 day of Sept. in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

ORDER OF COURT RATIFYING SALE.

Ordered by the Circuit Court for Queen Annes County, in Equity, this 19th. day of December, A. D. 1925, that the sale made and reported by R. Hynson Rogers, Assignee aforesaid, be, and hereby is 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 said R. Hynson Rogers, Assignee, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Lewin W. Wickes.

REPORT AND ACCOUNT OF
THE AUDITOR.
Filed March 28th. 1928.

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

R. Hynson Rogers, assignee,	Chancery Docket No. 2619.
vs.	
George W. Burlingame.	

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 charging R. Hynson Rogers, the party making the sale herein reported, with the gross amount of the sale made by him and then by allowing him thereout, as follows:

His commissions for making the sale, per the terms of the mortgage; the costs of advertising sale and order nisi thereon, the court costs of the cause and the fee of the auctioneer, in accordance with his vouchers exhibited by the auditor; the costs of advertising the order nisi to be passed as to this account and the fee of the auditor.

That the amount of the sale remaining after these allowances is not sufficient to pay in full the amount of the mortgage claim as set forth in the statement filed and is in the within account distributed unto R. Hynson Rogers as assignee, on account of his mortgage claim.

That a statement of the mortgage debt showing the amount due after the sale and application of the above mentioned sum is appended to the account.

Respectfully submitted,

March 8, 1928. Madison Brown, auditor.

Cause 2619.

The proceeds of the sale of the mortgaged real estate of George W. Burlingame, mortgagor, in this cause made under the mortgage herein described in ACCOUNT WITH R. Hynson Rogers, assignee of the mortgage, the party making the sale under said mortgage.

1925.		Cr.	
Sept. 22.	By amount of the gross sale per report of sale filed October 9, 1925, sum of		$1,125.00
		Dr.	
	To R. Hynson Rogers, party making sale for his commissions for so doing, sum of	$75.00	
	To do., for court cost of suit as follows: Costs of B.H. Turner, clerk, paid $18.75; Appear. fee of R. H. Rogers, 10.00	28.75	
	To do., for costs of advertising notice of sale and order nisi thereon in Centreville Record per accounts the same receipted exhibited, the sum of	43.75	
	To do., for amount paid T. F. Seward for crying per his receipt exhibited, sum of	7.50	
	To do., for costs of advertising nisi order to be passed in relation to this account	3.00	
	To Madison Brown, auditor, for stating this account, sum of	4.50	
		$162.50	
	To R. Hynson Rogers, assignee of mortgage, in part of his mortgage claim filed, this balance which is not sufficient to pay the claim in full, the sum of	962.00	
		$1,125.00	$1,125.00

Statement of Mortgage Debt.

George W. Burlingame, mortgagor, to R. Hynson Rogers, assignee,		Dr.
To amount of mortgage debt,	$2,000.00	
To interest thereon to September 22, 1925, (per statement (filed)	86.67	
To taxes for year 1924,	55.57	
To taxes for year 1925,	46.03	$2,188.27
Cr: by amount applicable thereto from above, to wit:		962.00
Dr: to balance due bearing interest from Sept. 22, 1925,		$1,226.27

March 8, 1928.

Madison Brown,
Auditor.

Filed March 28th. 1928.

NISI RATIFICATION OF AUDIT.

R. Hynson Rogers, Assignee,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY,
George W. Burlingame.	IN EQUITY.
	CASE NO. 2619.

ORDERED, This 28th. day of March, in the year nineteen hundred and 28, 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 April, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of April, 1928, in some newspaper printed and published in Queen Anne's County.

Filed March 28th. 1928. B. Hackett Turner, Clerk.

CHANCERY NO. 2625.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the eighth day of October, iN the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the eighth day of October, iN the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, James C. MullikiN, of Easton, Talbot County, Maryland, as Principal and The National Surety Company of New York, a body corporate, 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 one thousand ($1,000.00) dollars, lawful money of the United States to be paid to the State of Maryland, or its certain attorney or assigns, to the payment thereof 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 10th. day of September, A.D. nineteen hundred and twenty five.

WHEREAS, by a certain mortgage from Ada Frampton and Charles C. Frampton, her husband, to Harvey J. Ivins, dated June 1st. A.D. 1920, and recorded in Liber J.F.R. No. 4, folio 475 etc., one of the Land record books of Queen Anne's County, and by mesne assignments transferred and assigned to one William E. Brounbell, as by reference to said land record books for Queen Anne's County, in Liber J.F.R. No. 4, folios 477 etc., will show, and

WHEREAS, default having occurred in the covenants and conditions of said mortgage, James C. Mullikin as agent for said mortgagee, is about to sell the property mentioned and conveyed therein.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bouNdeN James C. Mullikin do and shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and perform any order of decree that 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.

Witness our hands and seals the day and year first above written.

James C. Mullikin. (SEAL)
National Surety
Company By
H. Warfield Hambleton.
James C. Mullikin,
Attorneys in fact.

Seal's Place.

Test: Anna C. Leinsz.
As to principal & Surety.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Oct. 8th. 1925.
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. 186 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 8th. day of October, in the year 1925.

Seal's Place.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Oct. 16th. 1925.

ATTORNEY'S REPORT OF PUBLIC SALE.

To the HoNorable, the Judges of the Circuit Court for Queen Anne's County:

The report of James C. Mullikin, attorney for Harvey J. Ivins, agent of Wm. E. Brounbell, mortgagee under a mortgage from Ada Frampton and Charles C. Frampton, her husband, to Harvey J. Ivins, and assigned to said Wm. E. Brounbell respectfully shows-

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said Mortgage, and giving notice of the time, place, manner and terms of the sale by advertisements inserted in the "Queenstown News", a weekly newspaper published in the town of Queenstown, for at least four successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House, in the town of Centreville, on the 10th. day of October, 1925, at 2:30 o'clock

P.M., the said place and time being those mentioned in the advertisement of sale, and then and there proceeded to sell said property in manner following, that is to say -

Said attorney offered at public sale to the highest bidder, the property mentioned in said mortgage, situated at Love Point, Queen Anne County, Maryland, and described as follows-

All those several lots, pieces and parcels of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne County aforesaid, and designated as lots No. thirty-six, thirty-seven, thirty-eight and thirty-nine, respectively, on the plat of the land of the Love Point Beach and Park Company, Inc., as made by Morse and Cockey, consulting Engineers, on the fifth of July, nineteen hundred and eleven, and recorded in Liber W.F.W. No. 5, folio 480 etc., a Land Record Book for Queen Anne County, said four lots having in the aggregate a frontage on Pier Avenue of two hundred forty five feet and running from the corner of lot No. 35, as laid down on said plat, on Pier Avenue to the corner of Pier Avenue and Somerset Avenue, thence back from the corner of Pier Avenue and Somerset Avenue toward the railroad tracks of the Md., Del. and Va. Railway Co. a distance of one hundred and sixty eight and ninety-five one-hundredths (168.95) feet to an alley way left for all lots of said company and its assigns, thence along the curve of said alley way toward the above mentioned lot No. 35, said lot No. 36 being 50.23 feet wide in rear, said lot No. 37 beiNg 50.58 feet wide in rear, said lot No. 38 beiNg 50.92 feet wide iN rear, aNd said Lot No. 39 beiNg 23.20 feetwide iN rear, and said lot No. 36 being 125.87 feet from alley to Pier Avenue,. Said lots, pieces and parcels of land hereby mortgaged being the same land as that described in a deed from Love Point Beach and Park Co., Inc., to Ada Frampton, dated the sixteenth day of June, 1915, and recorded in Liber W. F. W. No. 7, folio 254, a land record book for Queen Anne County.

And the said attorney sold the above described property to N.B. FramptoN for the sum of oNe thousaNd oNe huNdred dollars ($1100.00), he being at that sum the highest bidder therefor, the terms of said sale being:

One half cash on day of sale, balance in six months, deferred payments to bear interest from date of sale.

Respectfully submitted,

James C. Mullikin,
Attorney for Agent of Mortgagee.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I hereby certify that oN this 14th. day of Oct. iN the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared James C. Mullikin, attorney named in the above report of sale, and made oath in due form oflaw, 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.

Notary Public Seal.

Chas. E. Morris
NOTARY PUBLIC.

Statement of Mortgage Debt.

Ada Frampton and Charles C. Frampton, Mortgagors

To Harvey J. Ivins, Agent of Mortgagee. Dr.

1925.		
Oct. 10.	To principal debt of mortgage,	$1000.00
	" int. to Oct. 10th. 1925, (the day of sale)	45.00
		$1045.00
	Credit by $130.	130.00
		$ 915.00

State of Maryland, Talbot County, to wit:-

Personally appeared before a Notary Public of the State and County aforesaid, Harvey J. Ivins, and made oath in due form of law that the account above is just and true as stated to the best of his knowledge and belief.

Given under my hand and Notarial Seal this day of October, 1925.

Notary Public Seal.

Chas. E. Morris
NOTARY PUBLIC.

Certificate of PublicatioN of
Advertisement of Sale.

MORTGAGEE'S SALE OF REAL PROPERTY AT LOVE POINT,
Kent Island, Md.

By power and authority contained in a mortgage from Ada Frampton and Chas. C, Frampton, to Harvey J. Ivins, default having occurred in the provisions of said mortgage, the undersigned will sell at public sale in front of the courthouse in Centreville, Md., on SATURDAY, OCTOBER 10, 1925, between the hours of 2 and 4 p.m., the following real property, to wit:

Those several lots or parcels of land situate and being at Love Point in the Fourth Election District of Queen Anne's County (Kent Island) and designated as Lots Nos. 36,37, 38 and 39, on the plat of the Love Point Beach and Park Co., Inc., Survey recorded in Liber W. F. W. No. 5, folio 480, oNe of the LaNd Record Books of QueeN Anne's County. Said lot having an aggregate frontage on Pier Ave., and Somerset Ave. towards the M.D. & V.R.R. 168,95 feet to an alley-way left for the use of all lots of said Company. Said lots or parcels of land being the same land as described in a deed from Love Point Beach and Park Co. to Ada Frampton, June 16, 1915, and recorded in Liber W.F.W. No. 7, folio 254, one of the Land Record Books of Queen Anne's County.

TERMS OF SALE- One-half cash on day of sale and balance in 6 months, deferred payments to bear interest from day of sale. Paper at the expense of the purchaser.

J. C. MULLIKIN,
Agent of Mortgagee.

Queenstown, Md. October 14, 1925.

This is to certify that the annexed advertisement of Mortgagee's Sale of Ada Frampton and Chas. C. Frampton, in the case of Harvey J. Ivans, J.C. Mullikin, Agent for Mortgagee, was inserted in The Queenstown News, a Newspaper printed and published in Queen Anne's County four successive weeks.

The Queenstown News.
By
M. W. Aker.

N I S I

James C. MullikiN, Atty. for Agent of mortgagee,	(	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
vs.	(	IN EQUITY.
Ada Frampton, Charles C. Frampton.	)	CHANCERY NO. 2625.

ORDERED, This 16th. day of October, A.D. 1925, that the sale of the real estate made and reported in this cause by James C. Mullikin, Atty. for Agent of Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. 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 26th. day of October next.

The Report states the amount of sales to be $1100.00.

B. Hackett Turner, Clerk.

Filed October 16th. 1925.

No. 2626 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the twentieth day of October, in the year ninateen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

Edwin H. Brown, Jr. Assignee,	In the Circuit Court
vs.	for
Julia E. Livermore and Harlan N. Livermore, her husband.	Queen Anne's County,
	In Equity.

B. Hackett Turner, Clerk:

Please docket the above entitled suit and file certified copy in the proceedings of the mortgage from Julia E. Livermore and husband to James H. Scotten dated the twenty eighth day of October in the year nineteen hundred and nineteen and recorded in Liber J. F. R. No. 3, Folio 404, etc. a Land Record Book for Queen Anne's County, with all the assignments thereon No. 3 aNd No. 4, and file accompanying bond and enter my appearance for the Plaintiff.

Oct. 20th. 1925. Edwin H. Brown, Jr.

Certified Copy of Mortgage.
Filed Oct. 20th. 1925.

THIS MORTGAGE, made this 28th. day of October, nineteen hundred and nineteen, by Julia E. Livermore and Harlan N. Livermore, her husbaNd, of Caroline County and State of Maryland.

WHEREAS, we owe James H. Scotten, of Caroline County and State of Maryland, the full and just sum of four thousand dollars ($4,000.00) for money borrowed; to be paid t n years after date with interest thereon, payable annually accounting from the date hereof, to better secure the prompt payment of said principal and all instalments of interest thereon when and as each shall become due and payable, as aforesaid, this mortgage is executed; it is expressly understood and agreed, however, that sums of not less then two hundred dollars ($200.00) can be paid on the said mortgage at any interest period by the mortgagors.

NOW THEREFORE, this mortgage witnesseth, that for and in consideration of the premises and the further sum of one dollar, we, the said Julia E. Livermore and Harlan N. Livermore, do grant and convey unto the said James H. Scotten, his heirs and assigns, in fee simple, the following described property, to wit:

Parcel No. 1, All that tract of land situate in the First Election District of Queen Anne's County, State of Maryland, and lying on the north side of the public road leading from Templeville to Ingleside, and on the west side of the public road leading from Templeville to Schenck's Cross Roads, and is contained in the following metes and bounds; beginning in the center of the public road leading from Templeville to Ingleside, where said road is intersected by the public road leading from Schenck's Corner to Templeville and running with the former road south 80½ degrees west 74 65/100 perches to land belonging to Cahall, thence north 12 degrees west, 12.7 perches, thence south 80½ degrees west 14.2 perches to a corner for school property, thence south 4 degrees east, 10.7 perches to the aforesaid public road, thence with said road south 88 degrees west 16.3 perches to land of C. W. Smith, thence with his land north 11 degrees west 82 15/100 perches to a stake, a corner for lands formerly belonging to John W. Boyer, thence with said land north 52¾ degrees east, 70.5 perches to graveyard,lot, thence south 35 degrees east 5 perches, thence north 53 degrees east 11 55/100 perches to the public road, thence with public road south 33¼ degrees east 17.1 perches, south 23¼ degrees east 107.6 perches to the place of beginning, containing sixty two acres of land, more or less.

Parcel No. 2. All that tract of land or parcel of ground situate, lying and being in Queen Anne's County and described as follows, that is to say: on the northwest side of the public road leading from Templeville to Ingleside and Sudlersville and about half a mile west from Templeville and bounded east and north by thelands of S.C, Faulkner, and the west by the county school lot, and on the south by the aforesaid public road, containing a half acre of land, more or less.

Parcel No. 2. All that lot of woodlaNd situate Near Cleave's Forks iN the first election district of Caroline County, it being a part of a tract of land called Edonborough, lying on the east side of said tract and contains twenty two acres of land, more or less.

The three above parcels being the same land mentioned and described in a deed from Samuel C. Faulkner and wife to James H. Scotten, dated October 28th. 1919, and about to be recorded among the land record books for Caroline and Queen Anne Counties and the same land mentioned and described in a deed from the said James H. Scotten and wife to the said

Julia E. Livermore, of even date herewith and about to be recorded among the land record books for Caroline and Queen Anne Counties.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

Provided, that if we shall cause to be paid the said principal and interest, punctually, at the times limited for the payment of the same as aforesaid, and perform all the covenants herein contained, then this mortgage shall be void.

And that until default we may possess said property, and we covenant to cut no wood or timber off the said farm except for the use of the farm unless the proceeds are applied to the mortgage, and we covenant to pay as they severally fall due the said principal and all instalments of interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable and all costs and attorney's commissions and charges incurred in the collection of said principal and interest, or any part thereof.

And to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least their insurable value, in some insurance company to be first approved by the mortgagee, his personal representatives or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid.

But, in case of default of any covenant herein, then the whole debt, principal and interest, hereby secured shall be immediately due and demandable, and the said mortgagee, his personal representatives and assigns, or T. Alan Goldsborough, their attorney, is hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser and upon the following terms, viz: Cash on day of sale or for cash and credit at the option of the person making such sale, and to apply the proceeds to the payment of, first, all expenses incident to such sale, including compensation to the person selling as to trustees in equity, and if settlement of the indebtedness hereunder, principal, interest and commissions as aforesaid be made after advertisement or bond is filed and before sale, then we covenant to pay one-half of said compensation reckoned on the amount due hereunder; second, all moneys due hereunder, as aforesaid, and third, the balance to us or to whoever may be entitled to the same.

Witness the hands and seals of the said mortgagors.

Test: Elizabeth MacDonald. Julia E. Livermore. (SEAL)

Harlan N. Livermore. (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I hereby certify that oN this 28th. day of October,1919, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Julia E. Livermore and Harlan N. Livermore, her husbaNd, aNd each ackNowledged the aforegoiNg mortgage to be their act; and now at the same time, before me, also personally appeared James H. Scotten, 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.

As witness my hand and Notarial Seal the day and year first above written.

Notary Public Seal.

Elizabeth MacDonald
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the seventeenth day of January, in the year 1924, the following assignments were brought to be recorded, to wit:-

For value received, I hereby transfer and assign the within and aforegoing mortgage to Harvey L. Cooper, with interest from October 28th. 1921, and guarantee payment of principal and interest.

Witness my hand and seal this 30th. day of October, 1922.

Test: Elizabeth MacDonald. James H. Scotten. (SEAL)

For value received, I hereby transfer and assign the within and aforegoing mortgage to Anna T. Smithers, with interest from January 4th. 1924.

Witness my hand and seal this 4th. day of January, 1924.

Test: Elizabeth MacDonald. Harvey L. Cooper (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 20th. day of October, in the year 1925, the following assignments were brought to be recorded, to wit:-

For value received, I hereby transfer and assign the within and aforegoing mortgage to The Caroline County Bank of Greensboro, Maryland, without recourse to or guarantee by me.

Witness my hand and seal this 1st. day of November, 1924.

Test: Elizabeth MacDonald. Anna T. Smithers. (SEAL)

Greensboro, Md. Sept. 21st. 1925.

For value received and for the purpose of collection by foreclosure we hereby assign and transfer the within and aforegoing mortgage unto Edwin H. Brown, Jr.

As witness the hand of the V. Pres. W.W. Goldsborough of The Caroline County Bank of Greensboro, Md. Attested by its Cashier T.C. Horsey of said Bank with seal of said corporation.

The Caroline County Bank.

Attest: T. C, Horsey. Cashr. Seal's Place. BY W.W. Goldsborough, V. Pres.

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 404 etc. a land record book for Queen Anne's County.

Seal's Place. In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th. day of October, in the year 1925.

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twentieth day of October, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland as principal and the American Surety Company of New York, a body corporate, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of twenty five hundred dollars 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, each of us, our and each of our heirs, successors, executors, administrators or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twentieth day of October, in the year nineteen hundred and twenty five.

WHEREAS the above bounden, Edwin H. Brown, Jr., by virtue of the power of sale contained in a mortgage from Julia E. Livermore and Harlan N. Livermore, her husband, to James H. Scotten, dated the twenty eighth day of October, in the year nineteen hundred and nineteen and recorded among the Land record books for Queen Anne's County in Liber J.F.R. No. 3, folios 404 etc., said mortgage being held by said Edwin H. Brown, Jr. by mesne assignents, 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 condition and covenants therein contained.

NOW THE CONDITION OF THE ABOVE obligation is such that if the above bounden Edwin H. Brown, Jr. does and shall well and truly and faithfully perform the duties 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 in law.

Signed, sealed and delivered in the presence of:
Lida Hopkins.
10-20-1925.

Seal's Place.

Edwin H. Brown, Jr. (SEAL)
The American Surety Company.
By Madison Brown,
Its Attorney in fact.

Countersigned by
J. Lemuel Roberts.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed October 20th. 1925.

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. 187 etc., a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th. day of Oct. in the year 1925.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Oct. 20th. 1925.

Edwin H. Brown, Jr. Assignee,	)	In the Circuit Court
vs.	)	for
Julia E. Livermore and Harlan N. Livermore, her husband.	)	Queen Anne's County, In Equity. Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of EdwiN H. Brown, Jr., Assignee, respectfully sets forth;

1st. That default having occured in the terms of the mortgage from Julia E. Livermore and Harlan N. Livermore, her husband to James H. Scotten, dated the twenty eighth day of October, in the year nineteen hundred and nineteen and recorded among the Land Record Books for Queen Anne's County, in Liber J.F.R. No. 3, Folio 404 etc., said mortgage after mesNe assignments having been assigned unto Edwin H. Brown, Jr., (a certified copy of said mortgage and assignments is filed in this cause and is prayed to be taken as partof this report.)

2nd. That after giving bond with surety duly conditioned and approved according to law, which said bond is also filed in said cause and is hereby made a part of this report for the faithful discharge of his trust, and after giving noticeof the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for more than twenty days previous to the day of sale, he did, pursuant to said notice attend in front of the Court House Door in Centreville, in Queen Anne's County, Maryland, on Tuesday, October the twentieth, in the year nineteen hundred and twenty five, at one-thirty o'clock P.M. and then and there proceeded to sell said mortgaged real estate as follows, to wit:- Three parcels -

Parcel No. 1- All that tract of land situate in the First Election District of Queen Anne's County, State of Maryland, and lying on the north side of the public road leading from Templeville to Ingleside and on the west side of the public road leading from Templeville to Schenck's Cross Roads and containing sixty two acres of land, more or less.

Parcel No. 2 - All that tract of laNd or parcel of grouNd situate, lyiNg aNd beiNg in Queen Anne's County and described as follows, that is to say; on the northwest side of the public road leading from Templeville to Ingleside and Sudlersville and about half a mile west from Templeville and bounded east and north by the lands of S.C. Faulkner and the west by the county school lot, and on the south by the aforesaid public road, containing a half acre of land, more or less.

Parcel No. 3 - All that lot of woodlaNd situate Near Cleave's Fork's iN the First Election-District of Caroline County, it being a part of the tract of land called Edonborough, lying on the East side of said tract and containing twenty two acres of land, more or less,

being the same property which was described in the aforesaid mortgage and sold same unto William G. Smith, he being then and there the highest bidder therefor; at and for the sum of four thousand dollars, in addition to the advertised terms the property was sold with the understanding that the purchaser was to get possession upon ratification of the sale by the Court. The purchaser entered into an agreement to make full payment of the purchase money for said property upon final ratification of this sale by the Court; and there is filed herewith a copy of said advertisement certified as to its publication marked "Exhibit No. 1", as part of this report.

All of which is respectfully submitted.

EdwiN H. Brown, Jr.
Assignee of Mortgage.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that oN this 20th. day of October, iN the year Nineteen hundred and twenty five, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr., Assignee, 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.

Notary
Public
Seal.

In testimony whereof I hereunto set my hand and notarial seal the day and year above written.

Lida Hopkins
Notary Public.

Certificate of PublicatioN of
AdvertisemeNt of Sale.
"Exhibit No. 1".
Filed 6dt. 20th. 1925.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Default haviNg occurred in the mortgage from Julia E. Livermore and Harlan N. Livermore, her husbaNd, to James H. ScottoN, said mortgage beiNg dated the 28th. day of Octbber iN the year nineteen hundred and nineteen and recorded in Liber J.F.R. No. 3, Folio 404 &c., a Land Record Book for Queen Anne's County, said mortgage being held by Edwin H. Brown, Jr., as Assignee after mense assignments, the undersigned as said 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, OCT. 20, 1925, commencing at 1.30 o'clock P.M., All that valuable tract of land or farm consisting of the following three parcels:

PARCEL NO. 1.

All that tract of land situate in the First Election District of Queen Anne's County, State of Maryland, and lying on the north side of the public road leading from Templeville to Ingleside, and on the west side of the public road leading from Templeville to Schenck's Cross Roads and containing 62 ACRES OF LAND, more or less.

PARCEL No. 2.

All that tract of land or parcel of ground situate, lying and being in Queen Anne's County, and described as follows, that is to say; on the north west side of the public road leading from Templeville to Ingleside, and Sudlersville and about half a mile west from Templeville and bounded east and north by the lands of S.C. Faulkner and the west by the county school lot, and on the south by the aforesaid public road, containing A HALF ACRE OF LAND, more or less.

PARCEL NO. 3.

All that lot of woodlaNd situate Near Cleave's Forks in the First Election District of Caroline County, it being a part of the tract of land called Edonborough, lying on the east side of said tract and containing 22 ACRES OF LAND, more or less.

The aforesaid parcels beiNg the same laNd described iN the aforesaid mortgage.

ImprovemeNts coNsist of a DWELLING and stable and barn and other necessary outbuildings.

TERMS OF SALE--CASH on day of sale.

EDWIN H. BROWN, JR.
AssigNee.

THE CENTREVILLE RECORD.

CeNtreville, Md., 6ct. 20, 1925.

The CeNtreville Record Publishing Co., hereby certifies that the Advertisement in the case of E. H. Brown, Jr., Assignee, vs. Julia E. Livermore and husband, 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 20 day of Oct. in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

NISI.

Edwin H. Brown, Jr. Assignee	(	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
vs.	(	IN EQUITY
Julia E. Livermore and Harlan N. Livermore, her husband.	)	
	(	CHANCERY NO. 2626.

ORDERED, This 20th. day of October, A.D. 1925, 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 22nd. 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 22nd. day of November next.

The Report states the amount of sales to be $4000.00.

B. Hackett Turner, Clerk.

Filed October 20th. 1925.

Statement of Mortgage Debt.
Filed Dec. 28th. 1925.

Edwin H. Brown, Jr. Assignee,	)	In the Circuit Court
vs.	)	for
Julia E. Livermore,	)	Queen Anne's County
and Harlan N. Livermore,	)	
her husband.	)	In Equity.
	)	
	)	Cause No. 2626.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The following is a statement of the mortgage debt on the mortgage in these proceedings as follows, to wit:

Amount of mortgage	$4,000.00
Int. from October 28th. 1924 to October 20th. 1925.	234.67
Total	$4,234.67

Respectfully submitted,

Edwin H. Brown, Jr.
Assignee.

STATE OF MARYLAND_ QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 22nd. day of October, in the year nineteen hundred and twenty five, 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 Edwin H. Brown, Jr. Assignee and made oath in due form of law that the matters and things stated in the aforegoing Statement of Debt are true and just as therein set forth.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Notary Public Seal.

Lida Hopkins
Notary Public.

Certificate of Publication of Advertisement Order Nisi.
Filed Dec. 28th. 1925.

ORDER NISI.

Edwin H. Brown, Jr., Assignee,
vs.
Julia E. Livermore, and Harlan N. Livermore,
her husband.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2626.

Ordered, This 20th. day of October, A.D. 1925, 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 22nd. day of December 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 22nd. day of November next.

The Report states the amount of sales to be $4000.00.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed October 20th. 1925.

THE CENTREVILLE RECORD.

Centreville, Md. Dec. 28, 1925.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of E. H. Hrown, Jr., Assignee vs. Julia E. Livermore, and husband, 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 22nd. day of Nov. in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.,
By E. H. Brown, Jr.

ORDER OF COURT RATIFYING SALE.

Edwin H. Brown, Jr. Assignee,	)	In the Circuit Court
vs.	)	for
Julia E. Livermore, and Harlan N. Livermore, her husband.	)	Queen Anne's County, In Equity. Cause No.

ORDERED, This 28th. day of December, iN the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court that the sale made and reported by Edwin H. Brown, Jr., Assignee in the above entitled cause, 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 preceeding Order Nisi, The said Assignee is allowed the usual Trustee commission as provided in the mortgage and all expenses not personal.

Lewin W. Wickes.

Filed December 28th. 1926.

Petition and Order for
Writ of Possession.

Filed December 30th. 1925.

Edwin H. Brown, Jr. Assignee,	)	In the Circuit Court
vs.	)	for
Julia E. Livermore and Harlan N. Livermore, her husbaNd.	)	Queen Anne's County, In Equity.

To the Honorable, the Judges of said Court:-

The petition of William G. Smith, respectfully sets forth;-

First:- That it will appear from the proceedings in this cause that he became the purchaser of the property sold under these proceedings and that said sale has been finally ratified and confirmed by said court.

Second;- That under the terms of sale set forth in the report of sale the purchaser was to get possession of the property sold in these proceedings upon the ratification of said sale by this this court.

Third;- That one Alphonse Farina is now in possession of said property, having entered into same under a contract of sale, with one James H. Scotton, dated the twenty seventh day of December, in the year nineteen hundred and twenty four, the James H. Scotton then being the owner of said property subject to the mortgage under which the sale in these proceedings was made.

Fourth;- That said Alphonse Farina has had notice of said sale and still remains in possession of said property and will not surrender possession of same to your petitioner.

Your petitioner therefore prays this honorable Court to issue the writ of possession directed to the Sheriff of Queen Anne's County, commanding him to place your petitioner, the said William G. Smith, in possession of the property sold in these proceedings.

Respectfully submitted,

William G. Smith.

STATE OF MARYLAnD,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this thirtieth day of December, in the year nineteen hundred and twenty five before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared the said William G. Smith and made oath in due form of law that the matters and things stated in the aforegoing petition are true and just to the best of his knowledge and belief.

Notary Public Seal.

In testimony whereof I hereunto set my hand and affix my Notarial seal the day and year above written.

Lida Hopkins
Notary Public.

EdwiN H. BrowN, Jr., AssigNee, vs. Julia N. Livermore and Harlan E. Livermore, her husband.	)	In the Circuit Court for Queen Anne's County, In Equity.

Ordered, this 30th. day of December, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, In Equity, on the aforegoing petition and affidavit, that the said William G. Smith is entitled to a writ of possession for the property he purchased in these proceedings, and that the Clerk of the Circuit Court for Queen Anne's County in Equity by and he is hereby directed to issue said writ of possession, directing same to the sheriff of Queen Anne's County, commanding him to immediately place the said William G. Smith in possession of the property sold in these proceedings and which was purchased by the said William G. Smith.

Filed December 30th. 1925.

Thomas J. Keating.

Report and Account of the Auditor.
Filed March 31st. 1926.

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

Edwin H. Brown, junior, Assignee, vs. Julia E. Livermore, and Harlan N. Livermore.	)	Cause No. 2626.

To the Honorable, the Judges of said Court:

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

That the proceeds of the sale made in this cause do not amount to enough to pay the costs of the sale and the mortgage claim in full.

That in the within account Edwin H. Brown, junior, the assignee of the mortgage mentioned in this cause, is charged with said proceeds of sale, he being the party making the sale, and is then allowed his commissions for making the sale, per terms of mortgage and rule of court, the costs of advertising the notice of sale, and the several orders nisi of the cause, the costs of his bond, the court costs of the cause, the auctioneer's charges for selling the land and the auditor's fee, in accordance with his receipts therefore.

The balance then remaining after these allowances is distributed in the within account unto the said Edwin H. Brown, junior, assignee, on account of his mortgage claim. The auditor appends below a statement of the claim after the application of said allowance.

Respectfully submitted,

Madison Brown, auditor.

March 30, 1926.

STATEMENT OF CLAIM.

Julia E. Livermore aNd HarlaN N. Livermore, her husbaNd, to EdwiN H. BrowN, juNior, assignee of mortgage herein mentioned, Dr.

To amount of the mortgage debt due Oct. 20, 1925, day of sale, per statement filed;	$4234.67
Credit:	
By amount awarded said assignee by the within account:	$3693.75
Balance due by said mortgagors unto said assignee, with interest thereon from Oct. 20, 1925, to wit: the sum of	$540.92

Madison Brown, auditor.

March 30, 1926.

The proceeds of the mortgaged real estate of Julia E. Livermore and Harlem N. Livermore, her husband, in account with Edwin H. Brown, junior, assignee of mortgage, vendor selling said real estate.

1925. Cr.

Oct., 20	By gross amount of the sale herein reported, per report filed:	$4000.00

Dr.

" "	To Edwin H. Brown, junior, vendor, for his commissions, per terms of mortgage, for making sale:	$205.00
	To do., for costs of advertising notice of sale in Centreville Record, per receipted account:	45.00
	To do., for costs of advertising order nisi on sale in Record, per receipted account for same;	5.00
	To do., for amount paid J. E. Anthony, for crying sale, per his receipt for same, to wit:	5.00
	To do., for costs of his bond paid the corporate surety thereon, per its receipt for same, to wit:	10.00
	To do., for court costs of this cause per clerks statement: Costs of B. H. Turner, Clerk: 18.75; Appear. fee of E. H. Brown: 10.00	28.75
	To do., for costs of advertising order nisi as to this account:	3.00
	To Madison Brown, auditor, for stating this account, sum of	4.50
	To Edwin H. Brown, junior, assignee, on account of his mortgage claim, this balance, which is not sufficient to pay his claim in full:	$3693.75
		$4000.00 $4000.00

March 30, 1926.

Filed March 31st. 1926.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

Edwin H. Brown, Jr., Assignee,	)	
	)	IN THE CIRCUIT COURT
vs.	)	
	)	FOR QUEEN ANNE'S COUNTY
Julia E. Livermore, et. al.	)	
	)	IN EQUITY.

ORDERED, This 31st. day of March, in the year nineteen hundred and twenty six, 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 April, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 19th. day of April, 1926, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.

Filed March 31st. 1926.

No. 2588 CHANCERY.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the seventeenth day of March, in the year nineteen hundred and twenty five, the following Bill of Complaint was filed for record, to wit:

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

William A. Palmer	)	
	)	
versus	)	Chancery Docket,
	)	
Arnold Palmer, infant,	)	Cause No.
	)	
Joseph W. Evans, and	)	
Marion Evans, his wife.	)	
	)	
	)	

Your orator, complaining, says:

1. That one Thomas L. Harris, late of said county, deceased, departed this life on or about the thirty first day of October, nineteen hundred twenty four, intestate, and seized and possessed of a lot of land improved by a small frame dwelling house situate, lying and being in that part of the Fifth Election District of said county known as Winchester on the left side of the public road from Queenstown to Kent Island, bounded on the west by the property of Thomas Collier (formerly called Winchester public hall) and by the property of Mrs. McGinnis (formerly that of W.H. Hilyard), on the south by the land of Charles South (formerly the Punny land), on the east by the land of Wm. Pratt (formerly of J.E. Butler), and on the north by said public road and the land of the said Thomas Collier aforesaid, containing one half acre of land more or less; being the land described in the deed to the said Thomas L. Harris from John W.H. Quail, dated Mar. 16th. 1891, and recorded in liber W.D. No. 5, fols. 392, 393, a laNd record book of said county.

2. That the said Thomas L. Harris so dying as aforesaid left surviving him as his only heir at law one child, Mary Alva Harris Palmer, of said county, (the wife of your orator), to whom said land descended in severalty, the said Thomas L. Harris leaving no widow.

3. That the said Mary Alva Harris Palmer departed this life on or about the tenth day of January, in the year nineteen hundred twenty five, intestate, seized and possessed of said land and leaving surviving her as her only heirs at law, two persons, your orator, (her husband) and Arnold Palmer, her child, who is an infant under twenty one years of age and whose birthday is the twenty fifth day of January, 1913.

4. That your orator is now seized and possessed of one undivided third part of said land and the said Arnold Palmer is now seized and possessed of two undivided third parts of said land.

5. 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 the preceding paragraph and the same should be sold under decree of this Honorable Court and a division of the money arising from said sale had among the said parties according to their respective rights.

6. That your orator, acting for and on behalf of himself as to his interest in said land, and acting for and on behalf of his son, the said Arnold Palmer, as to his interest in said land, has contracted to sell the said land in its entirety unto the said Joseph W. A. Evans and Marion Evans, his wife, in fee simple, as tenants by the entireties, at and for the sum of six hundred and thirty five dollars, of which two hundred dollars of said purchase money has been paid unto Madison Brown, the attorney of your orator, on behalf of your orator and his said son, and of which the balance is to be paid in cash on delivery of a deed for said property to be given after confirmation of said sale by this Honorable Court.

7. That by said contract of sale of said property was sold subject to the right of Frank Higdon, presents tenants of said property, to occupy said property for the remainder of the present year, the rents maturing March first and after to pass to the purchasers.

8. That it will be to the interest and advantage of both your orator and the said Arnold Palmer that said contract of sale be ratified by this Honorable Court and the sale therein mentioned be consumated for the reason that said purchase price is a fair market value of said real estate and in the opinion of your orator as much, if not more, than said real estate would bring at public sale and for other reasons which will be stated at the taking of the testimony which will be required under these proceedings.

9. That your orator is advised that said contract cannot be fulfilled without the aid of this Honorable Court.

10. That the said Arnold Palmer resides with your orator in Queen Anne's County aforesaid.

11. TO THE END THEREFORE:

(a) That said real estate may be sold uNder decree of this Court for the purpose of partitioN of proceeds of sale amoNg the parties entitled thereto as aforesaid,

(b) That the said contract of sale may be ratified by this Honorable Court.

(c) That a trustee may be appointed to sell said real estate in accordance with the terms of said contract and to convey said real estate unto the said Joseph W,A. Evans and Marion Evans, his wife, their heirs and assigns, in fee simple, as tenants by the entireties, after full settlement of said purchase money by them, by a good and sufficient deed, free, clear and discharged of the rights of all the parties, owning said land as heirs at law of the said Mary Alva Harris.

(d) That said trustee to be so appointed may be clothed with the power and authority to collect and receive the whole purchase money and that he may be directed to bring the same into this Court for distribution under its orders.

(e) That your orator may have such other and further relief as his case may require.

May it please Your Honors to grant unto your orator the writ of subpoena against the said Arnold Palmer,infant, residing with the said William A. Palmer, in Queen Anne's County aforesaid and against the said Joseph W. A. Evans and Marion Evans, his wife, both 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.

Answer of Joseph W. Evans
and Marion Evans, his wife.
Filed March 20th. 1925.

William A. Palmer,	#	In the Circuit Court for Queen
vs.	#	Anne's County , in Equity.
Arnold Palmer, infant, Joseph W. Evans, and Marion Evans, his wife.	#	Cause No.
	#	
	#	

To the HoNorable, the Judges of said Court:

The answer of Joseph W. Evans and Marion Evans, his wife, to the Bill of Complaint filed against them in the above entitled cause, by James T. Earle, their attorney, respectfully shows:

That they admit the matters and facts as stated in the Bill of Complaint exhibited against them and consent to the passage of such decree as may be right and proper in the premises.

James T. Earle
Solicitor for Respondents.

Subpoena for Respondent to appear
and answer.
Filed March 27th. 1925. I hereby salve

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place. THE STATE OF MARYLAND

TO

ArNold Palmer, INfant.

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 April, next, to answer the complaint of William A. Palmer, 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 first MoNday of March, 1925.
Issued the 17th. day of March, iN the year 1925.

B. Hackett TurNer, Clerk.

Madison Brown,

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 April next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:

I hereby certify that I did serve the within writ of subpoena on Arnold Palmer, infant, named therein, by reading the same to him on this 21st day of March, 1925, and that at the same time I left with Wm. A. Palmer the father of said infant, a copy of the within writ. The said infant has no legal guardian residing within the jurisdiction of this court.

T. Frank Seward,
Sheriff.

Subpoena for Respondent to
appear and answer.
Filed March 27th. 1925.

QUEEN ANNE'S COUNTY, TO WIT:

Seal's
Place.

THE STATE OF MARYLAND

TO

Joseph W. EvaNs,
Marion Evans.

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 April next, to answer the complaint of William A. Palmer, 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 first Monday of March, 1925.
Issued the 17th. day of March in the year 1925.

B. Hackett Turner, 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 April next, being the Return Day.

B. Hackett Turner, Clerk.

On the back of the aforegoing Subpoena was thus endorsed, to wit:

I hereby certify that I did serve the within writ of subpoena on Jos. W. Evans and Marion Evans , his wife, named in said writ by reading the within writ to them on this 21st day of March, 1925, and that I left with them at the same time a copy of said writ.

T. Frank Seward.

Petition for the Appointment of
Guardian ad Litem.
Filed Apr. 29th. 1925.

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

William A. Palmer,	)	ChaNcery Docket
	)	
vs.	)	Cause No. 2588.
	)	
ArNold Palmer, iNfaNT, et al.,	)	
	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petitioN of William A. Palmer, the plaiNtiff, by Madison Brown, his attorney, unto Your Honors respectfully sets forth:

That the process or summons heretofore issued for Arnold Palmer, infant defendantof the cause, has been returned duly served upon the said infant who has no legal guardian within the jurisdiction of this Honorable Court.

That your petitioners advise that because of the infancy of said defendant and the lack of such guardian that it is necessary that a guardian ad litem be appointed by this Court to answer the bill of complaint and to defend the suit instituted thereby for said infant.

Your petitioner therefore prays Your Honors to appoint some suitable person guardian ad litem for Arnold Palmer aforesaid, infant, with instructions to said guardian to answer the bill of complaint for said infant and to defend for said infant the suit instituted against him by said bill.

Respectfully submitted,

Madison Brown
Attorney for Plaintiff.

Ordered, this first day of May, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, upon the aforegoing petition, that James McK. Tilghman of said County, be and he is hereby appointed guardian ad litem for Arnold Palmer, infant defendant, with directions to answer for said infant the bill of complaint filed against him and to defend for said infant the suit instituted against him by said bill of complaint.

Thomas J. Keating.

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

I hereby certify that on this first day of May, 1925, before me, the subscriber, Clerk of above named Court, personally appeared Madison Brown, Atty. for Petitioner, and he did make oath in due form of law that the matters and things therein set forth are true to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

Petition for the Appointment of
Guardian ad Litem in the place of
James McK. Tilghman.

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

William A. Palmer	)	Chancery Docket,
	)	
versus	)	Cause No. 2588.
	)	
ArNold Palmer, infant, et al.,	)	
	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petitioN of William A. Palmer, by MadisoN BrowN, his attorney unto your Honors respectfully sets forth:

That by its order passed in this cause May 1st., 1925, this Honorable Court appointed James McK. Tilghman, guardian ad litem for Arnold Palmer, infant, to answer and defend this suit for said infant.

That your petitioners advise that the said James McK. Tilghman has not filed his answer as said guardian and that he is too ill to do so at this time and that it is not known when he will be able to do so.

ThaT your petitioner is anxious to proceed with the suit.

Your petitioner therefore prays Your Honors to pass an order appointing some suitable person guardian ad litem for said infant in the place and stead of the said James McK. Tilghman.

Respectfully submitted,

Madison Brown,
Atty. for Petitioner.

STATE OF MARYLAND_ QUEEN ANNE'S COUNTY, TO WIT:

ON this eighteenth day of May, in the year nineteen hundred and twenty five, Madison Brown appeared before the subscriber, and made oath in due form of law that the matters and things stated in the aforegoing petition are true to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

Ordered, on this eighteenth day of May, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, on the aforegoing petition that Hilda Seward be and he is hereby appointed guardian ad litem for Arnold Palmer, infant, with directions to answer the bill of complaint and to defend the suit instituted thereby for said infant, in the place and stead of James McK. Tilghman hereTofore appointed.

Thomas J. Keating.

Answer of Guardian ad Litem.
Filed May 21st. 1925.

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

William A. Palmer,	)	
	)	Chancery Docket,
versus	)	Cause No.
	)	2588.
Arnold Palmer, in-fant,	)	
et al.	)	

To the Honorable, the Judges of said Court:

The answer of Arnold Palmer, an infant under the age of twenty one years, by Hilda Seward, his guardian ad litem, to the bill of complaint of William A. Palmer against him in above cause exhibited.

This defendant cannot admit any of the matters and things alleged in the said bill, and being an infant of tender years submits his rights to the protection of this court.

Respectfully submitted,

Hilda Seward, Guardian ad litem.

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

I hereby certify that on this twenty first day of May, in the year nineteen hundred twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Hilda Seward, guardian ad litem, above named, and she did make oath in due form of law that the matters and things set forth in the aforegoing answer are true as therein stated to the best of her knowledge and belief.

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

Waiver of Notice of the Time
and place to Take Testimony.
Filed May 22nd. 1925.

To Chas. E. Tucker, Examiner:

I hereby waive notice of the time and place of taking of testimony in above entitled cause, being satisfied whatever decree may be passed will satisfactorily represent my clients' interest.

James T. Earle.

Testimony.
Filed May 22nd. 1925.

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

William A. Palmer versus ArNold Palmer, iNfaNt, Joseph W. Evans, et al.,	)	Chancery Docket , Cause No. 2588.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Charles E. Tucker, oNe of the regular examiners for the taking of testimony of the Honorable Court do hereby certify that having received notice from Madison Brown, attorney for the plaintiff in the above cause, of his desire to take testimony, that I gave notice to Hilda Seward, the guardian ad litem of Arnold Palmer, infant defendant of the time and place of the taking of such testimony and that I did, pursuant to said notice did attend at the office of the said Madison Brown in the town of Centreville, Queen Anne's County, Maryland, on the twenty first day of May, nineteen hundred and twenty five, at the hour of 2:30 o'clock P.M., and that I did then and there in the presence of the said Madison Brown and in the presence of the said Hilda Seward, guardian as aforesaid, did proceed to take the following testimony, to wit;

William A. Palmer, the first witness produced on the part of the plaintiffs, and of lawful age being duly sworn and examined, deposes and says:

1st Int. Please state your name, age and place of residence.

Ans. My name is William A. Palmer, I am 37 years old and live at Chester, Kent Island, Maryland,

2nd. Int. Do you or not know the parties to this suit or any of them? if so, state which of them and how long you have known them.

Ans. I am the plaintiff. Arnold Palmer is my son. I have known Joseph W, Evans and Marion Evans for sometime.

3rd Int. Were you or not acquainted with one Thos. L. Harris, late of Queen Anne's County and if so state whether he is living or dead and if dead, when and where he died, and whether or not he left a will?

Ans. I knew the said Thomas L. Harris. I married his daughter, He died on Kent Island on or about October 31st. 1924 and he left no will.

4th Int. State whether or not Thomas L. Harris left any real estate and if so, describe the same briefly.

Ans. He left a lot of land in the Fifth Election District of Queen Anne's County, in Winchester on the left side of the public road from Queenstown to Kent Island. This land is bounded on the West by the property of Thomas Collier, formerly Winchester public Hall and by the property of Mrs. McGinnis, on the South by the land of Charles South, on the East by the land of William Pratt, and on the North by said road aNd the land of Thomas Collier. This loT contains about one-half acre and is improved by a small frame dwelling House. This property was deeded to Mr. Harris by John W. H. Quail.

5th Int. Whom did the said Thomas L. Harris leave surviving him as his heirs at law?

Ans. He left one child as his only heir at law, Mary Alva Palmer for she was my wife. He left no widow.

6th Int. State whether or not the said Mary Alva Palmer is living or dead and if dead state when and where she died and whether she left a will or not.

Ans. She is dead and died January 10th. 1925, and she left no will.

7th Int. What real estate, if any, did the said Mary Alva Palmer leave at the time of her death, and state whom she left surviving her as her only heirs at law.

Ans. She left the real estate I have described above and she left surviving her as her only heirs at law, myself, her husband and one son~~s~~, Arnold Palmer who was born January 25th. 1913.

8th Int. State who now owned the land above described.

Ans. I own one-third of it as the heir at law of my wife and Arnold Palmer, my son, owns the other two-thirds as her heir.

9th. Int. State whether or not the real estate you have been describing can in your opinion be divided without loss or injury between you and your son and give your reasons for your answer.

Ans. It cannot be divided even into two equal parts for the lot is so small and I think to divide it into two parts the house would have to be divided for the line would run through the house. The house is to small to be divided and contains only two rooms downstairs, one front and one back. The lot is shaped like the letter L, and one part would have to have more frontage on the road than the other part.

10th. Int. What sale if any have you entered into of this property on behalf of yourself and of your son and give your reasons for having entered into the sale.

Ans. Acting for myself and for my son I have contracted to sell this land and the building thereon unto Joseph W. A. Evans and Marion Evans, his wife, in fee simple, as tenants by the entireties for the sum of Six Hundred and Thirty Five Dollars. Two Hundred Dollars of this money has been paid unto my attorney, Madison Brown, to bind the bargain and the balance is to be paid when the purchasers get the deed for the property.
I entered into this sale because I considered the sale to the interest and advantage of both myself and my son. The price I got for the property is a fair market value of the property and is as much if not more than the property would bring at public sale . The house is in very bad condition and in order to keep it from depreciating very much a great deal of money would have to be spent on it and this neither of us have. It has been for some time a hard matter to get a tenant to rent this property who is able to pay rent. The present tenant owes his entire rent for the year 1924 and also the rent from January 1st., to the present time and I know of no way the rent can be collected out of him. The house is to small and in to bad a state of repair to get tenants who are able to pay a rent sufficient to make the holding of this property desirable.

11th. Int. State where your son, Arnold Palmer now lives and who is his legal guardian?

Ans. He lives with me on Kent Island and he has no legal guardian.

Examiners Special.

Ans. I do not.

Wm. A. Palmer.

Edmund B. Palmer, the next witness of lawful age produced on the part of the plaintiff, being duly sworn and examined deposes and says:

1st. Int. Please state your name, age and place of residence.

Ans. My name is Edmund B. Palmer, I am 59 years old and I am a farmer and I live on Kent Island, Maryland.

2nd. Int. Do you know the parties of this suit or any of them and if so state which of them and how long you have known them.

Ans. William A. Palmer, the plaintiff, is my son and Arnold Palmer, one of the defendants, is my grandson. I have known them all their lives. I know the other defendants very slightly.

3rd. Int. Were you or not acquainted with one Thomas L. Harris, late of Queen Anne's County, and if so state whether he is living or dead and if dead, when and where he died and whether he left a will or not.

Ans. I knew him nearly all my life. He died in October, 1924, on Kent Island. I never heard of any will he left.

4th. Int. State whether or not Thomas L. Harris left any real estate and if so describe the same in your answer.

Ans. He left a lot of land in Winchester, Queen Anne's County, on the left side of the road from Queenstown to Kent Island,. This land adjoins the property formerly called Winchester Public Hall and the land of Charles South, William Pratt and Thomas Collier. The lot contains about one-half acre and a small frame dwelling house now occupied by Frank Higdon,. I remember when Mr. Harris bought this lot from John W. H. Quail.

5th. Int. Whom did Thomas L. Harris leave surviving him as his heirs at law?

Ans. He left one heir at law, Mary Alva Palmer, his daughter and the wife of my son William A. Palmer. He left no widow.

6th Int. State if Mary Alva Palmer is living or dead and if dead state when and where she died and whether or not she left a will.

Ans. She died Jan. 10th. 1925, at the home of my son on Kent Island and she left no will.

7th. Int. State what real estate if any Mary Alva Palmer left at the time of her death and who now owns the same.

Ans. She left the house and lot I have already described. She left two heirs at law, my son and Arnold Palmer, his and her son and they now own this land according to law.

8th. Int. State whether or not in your opinion the land you have been describing can be divided among the parties now owning the same without loss or injury.

Ans. The lot is shaped like the letter L. and only a part of it fronts on the public road. There would be no way of dividing the lot into two equal parts or parts of equal value. One part would have more frontage on the public road and would be of more value than the other part and the line dividing the two lots would either run through the house or close by the house and if close by the house one portion would get all the house and the other portion would get none. If the line ran through the house the house is so small that it could not be divided and could not be occupied by two separate owners if they had families. A division would depreciate the value.

9th. Int. The Bill of Complaint states that your son, acting for himself and his son has sold this property to Joseph W. A. Evans and Marion Evans, his wife, for Six Hundred and Thirty Five Dollars. State whether or not in your opinion this sale should be consummated as one to the interest and advantage of your son and Arnold Palmer, his son, and give your reasons for your answer.

Ans. Six Hundred and Thirty Five Dollars is as much if not more than I think this property would bring at public sale and the private sale will give more clear money because there will be no advertising costs. The house is in bad condition and I have examined it recently and a considerable amount of money would have to be spent on it to prevent it getting the worse repair and then the house would still be to small for desirable tenants able to pay a fair rent for these reasons I think the sale mentioned is one to the interest and advantage of the two parties now owning the land.

10th. Int. How old is Arnold Palmer and where does he now live.

Ans. Arnold Palmer was born in January 1913 and he was born on Kent Island where my son William Now lives.

Examiners Special.

Ans. I do not!

Edmund B. Palmer.

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 with such examiner two days and examined two witnesses, making cost chargeable to Plaintiff as follows to wit:

Chas. E. Tucker, Examiner,	$8.00
William A. Palmer, Witness,	$ .75
Edmund B. Palmer, Witness,	$ .75
TOTAL,	$9.50

Chas. E. Tucker
EXAMINER.

ORDER NISI.

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

William A. Palmer	
versus	Chancery Docket,
ArNold Palmer, iNfaNt.	Cause No. 2588.
Jose h W. Evans, and	
Marion Evans, his wife.	

Ordered, this 25th. day of June, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, that the sale referred to in the proceedings of the above cause made by William A. Palmer, in his own right and for and on behalf of Arnold Palmer, infant, of a house and lot, situate in Winchester on the left side of the road from Queenstown to Kent Island, now occupied by Frank Higdon, adjoining the property of Thomas Collier, Charles South, William Pratt and called "The Thomas L. Harris Property" unto Joseph W. Evans and Marion Evans, his wife, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fifth day of September 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 fifth day of August next.

The bill of complaint states the amount of sale to be $635.00.

Filed June 25th. 1925. Thomas J. Keating.

Copy Order Nisi.
Filed Sept. 10th. 1925.

ORDER NISI.

William A, Palmer

versus

Arnold Palmer, Infant, Joseph W. Evans and
Marion Evans, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery Docket, Cause No. 2588.

Ordered, this 25th. day of June, in the year nineteen hundred and twenty-five, by the Circuit Court for Queen Anne's County, In Equity, that the sale referred to in the proceedings of the above cause made by William A. Palmer, in his own right and for and on behalf of Arnold Palmer, infant, of a house and lot, situate in Winchester, on the left side of the road from Queenstown to Kent Island, now occupied by Frank Higdon, adjoining the property of Thomas Collier, Chas. South, William Pratt and called "The Thomas L. Harris Property", unto Joseph W. Evans and Marian Evans, his wife, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th. day of September 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 5th, day of August next.

The bill of complaint states the amount of sale to be $635.00.

Thomas J. Keating.

True Copy--Test:

B. Hackett Turner, Clerk.

Filed June 25th. 1925.

THE CENTREVILLE RECORD.

CenTreville, Md., Sept. 10, 1925.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi iN the case of Palmer vs. Palmer, infant, et al., cause No. 2588, 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 5 day of August in the year 1925.

The Centreville Record Publishing Co.

By E. H. Brown, Jr.

Decree of Court.
Filed Sept. 10th. 1925.

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

William A. Palmer,	)	
versus	)	Chancery
Arnold Palmer, infant, Joseph W. Evans, and Marion Evans, his wife.	)	Docket,
	)	Cause No. 2588.

The above cause standing ready for hearing, and being submitted without argument, the bill of complaint and other proceedings of the cause, were read and considered.

It is thereupon, on this 10th. day of September, in the year nineteen hundred and twenty five, 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, and that Madison Brown, of said County, be and he is hereby appointed trustee to make said sale.

And it is by said Court further adjudged, ordered and decreed as follows:

That the contract of sale referred to in the proceedings of said cause made by William A. Palmer for and on behalf of himself as to his interest in said land and for and on behalf of his son, the said Arnold Palmer, as to the latters interest in said land, of all that lot of land improved by a frame dwelling house, situate in the Fifth Election District of Queen Anne's County, State aforesaid, in the section called Winchester, on the left side of the road from Queenstown to Kent Island, bounded by the property of Thomas Collier, Mrs. McGinnis, Charles South and William Pratt, and containing one-half acre of land, more or less, and being the same land described in the deed to Thomas L. Harris from John W. H. Quail, dated March 16, 1891, and recorded in Liber W.D. No. 5, folio 392, a land record book of said County unto the said Joseph W. Evans and Marion Evans, his wife, as tenants by the entireties, at and for the sum of Six Hundred and Thirty Five Dollars, being the same is hereby finally ratified and confirmed.

That said real estate be sold to the said Joseph W. Evans and Marion Evans, his wife, as tenants by the entireties for the sum of Six Hundred and Thirty Five Dollars, to be paid in cash.

That on the payment of the said trustee by the said Joseph W. Evans and Marion Evans, his wife, of the full payment of said purchase money and not before, the said trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law by him, shall convey to the said Joseph W. Evans and Marion Evans, his wife, their heirs and assigns forever, as tenants by the entireties, the aforegoing real estate, to be so sold unto them, free, clear and discharged of and from all claim of all the parties of 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 by said trustee and the payment of said purchase money, the said trustee shall return to this Court a full and particular account of the sale and of the payment of the purchase money with an affidavit of the truth and fairness thereof annexed.

That the said trustee shall bring into this Court said purchase money in order that the same may be disposed of under the direction of this Court, after deducting from said purchase money, the cost 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 the said trust.

That before the said trustee shall proceed to carry out the provisions of this decree he shall file with the Clerk of this Court a bond to the State of Maryland, to be executed by himself, with the surety or sureties to be approved by said clerk or by this Court in the penalty of the sum of Nine Hundred Dollars, if the surety be a corporate surety, and double that amount if the surety or sureties be persons, 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.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourteenth day of September, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

STATE OF MARYLAND, SCT:-

KNow all men by these presents, that we, Madison Brown of Queen Anne's County, State of Maryland, the and American Surety Company, of New York, a corporatioN, created by and existing under the laws of the State of New York, duly authorized by law to become the sole surety on bonds of trustees are held and firmly bound unto the State of Maryland, in the full and just sum of NiNe 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, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this eleventh day of September in the year nineteen hundred and twenty five.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date on the tenth day of September, in the year nineteen hundred and twenty five, and passed in a cause in said Court bearing the number 2588 and wherein William A. Palmer is complainant and Arnold Palmer and others are defendants, the above bound Madison Brown has been appointed 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 future decree in the premises then the above obligation is to be void; otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Hilda T. Seward.

Seal's Place.

Madison Brown (SEAL)
American Surety Company of New York,
By Madison Brown.
Its Attorney in fact.

Attest: Countersigned by
J. Lemuel Roberts.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed September 14th. 1925.
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. 182, etc., a Bond record book for Queen Anne's County.

Seal's Place.

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 September, in the year 1925.

B. Hackett Turner, Clerk.

ReporT of Sale.
Filed Oct. 28th. 1925.

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

William A. Palmer,	Chancery
versus	Docket,
ArNold Palmer, iNfant, Joseph W. Evans, and Marion Evans, his wife.	Cause No. 2588.

The report of Madison Brown, trustee, of the above entitled cause unto Your Honors respectfully sets forth:

That in accordance with the decree of this Honorable Court passed September 10, 1925, in the above entitled cause, your trustee has sold unto Joseph W. Evans and Marion Evans, his wife, as tenants by the entireties, the property described in the said decree of sale, at and for the sum of six hundred and thirty five dollars and he has conveyed said property unto the said purchasers who at the time of said conveyance, paid unto him said purchase money.

Which is respectfully submitted,

Madison Brown
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that oN this 27th. day of October, iN the year Nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared the above named Madison Brown, trustee, 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 and that the sale therein described was fairly made.

B. Hackett Turner
Clerk of the Circuit Court.

Report and Account of Special Auditor.
Filed Oct. 28-1925.

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

William A. Palmer,	Chancery
versus	Docket,
Arnold Palmer, infant, Joseph Evans and Marion Evans, his wife.	Cause No. 2588.

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 proceedings of the above entitled cause that at the time of the sale therein mentioned William A. Palmer was entitled to one-third part of the land sold and that Arnold Palmer, his infant son, was entitled to the remaining parts.

That he has stated the within account by first charging Madison Brown, the trustee of the cause, with the gross amount of the sale made by him and then by allowing him thereout his commissions for making the sale, the Court costs, costs of advertising the orders nisi of the cause and the fee of the auditor.

The balance then remaining is then divided between the parties above named, William A, Palmer, receiving one-third of said balance and Arnold Palmer receiving the remaining two-thirds of said balance.

Respectfully submitted,

Madison B. Bordley
Special Auditor.

October 13, 1925.

The proceeds of the sale of the real estate of William A. Palmer and of Arnold Palmer, infant, in account with Madison Brown, trustee named for the sale thereof under the decree of the Court filed in the above entitled cause.

Cr.

1925. Sept. 14.	By gross amount of the sale reported per report of sale filed and per decree of Court, to wit:		$635.00

Dr.

" "	To Madison Brown, for his commissions as trustee for making sale, per rule of Court, the sum of		$ 43.75
	To dol, for the Court costs of this cause, per statement of clerk, as follows:		
	costs of B. H. Turner, clerk:	$22.75	
	appr. fee, M.B.	10.00	
	appr. fee, Jas. T. Earle, paid,	10.00	
	guardian ad litem,	4.00	
	T.F. Seward, Sheriff,	1.80	
	C.E. Tucker, examiner,	8.00	
	W,A, Palmer, witness,	.75	
	Edmund B. Palmer, witness,	.75	$ 58.05

To do., for the cost of advertising the order nisi on sale, $5.00 and on audit, $3.00, total of	$ 8.00	
To Madison.B. Bordley, auditor for stating this account,	$ 4.50	
To balance,	$ 520.70	
	$635.00	$635.00

Cr.

By balance brought down, to wit:		$ 520.70

Dr.

To Wm. A. Palmer, one-third of said balance:	$ 173.57	
To Arnold Palmer, infant, two-thirds of said balance,	$ 347.13	
October 23 , 1925.	$ 520.70	$520.70

Madison B. Bordley
Special Auditor.

NISI RATIFICATION OF AUDIT.

William A. Palmer, vs. ArNold Palmer, Infant. et al.

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

CASE NO. 2588.

ORDERED, This 28th. day of October, in the year nineteen hundred and twenty five 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 23rd. day of November 1925; provided a copy of this order be published once a week in each of two successive weeks before the 14 day of November 1925, iN some Newspaper printed and published in Queen Anne's County.

Filed Oct. 28th. 1925.

B. Hackett Turner, Clerk.

,Order of Court Ratifying Sale.
Filed March 13th. 1926.

Ordered, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, on this 13th. dayof March, nineteen hundred twenty six, that the sale of the real estate mentioned and described 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 notice appears to have been given in accordance with the order nisi passed in relation thereto.

Thomas J. Keating.

Certificate of Publication of Nisi Ratification of Audit.

NISI RATIFICATION OF AUDIT.

William A. Palmer
vs.
Arnold Palmer, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2588.

Ordered, this 28th.day of October, in the year nineteen hundred and twenty five 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

23rd day of November, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of November, 1925, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Oct. 28, 1925.

THE CENTREVILLE RECORD.

Centreville, Md. January 15,1926.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wm. A. Palmer vs. Arnold Palmer, et. al., Chy. 2588, 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 14th. day of November, in the year 1925.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida E. Hopkins

Filed March 13th. 1926.

Order of Court Ratifying Audit.

William A. Palmer, vs, Arnold Palmer, et al.	In the Circuit Court for Queen Anne's County. In Equity. Chancery Cause 2588.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, on this 13th. day of March, in the year nineteen hundred and twenty six, 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 notice appears to have been given in accordance with the conditional Order or Order Nisi passed in the above cause in relation to said Report and Account on October 28, 1925; and the trustee is directed to apply the proceeds of sale in accordance with said account with a due proportion of interest on credit sales received and to be received to the commissions and to the distributive shares of the several heirs at law.

Thomas J. Keating.

Petition of guardian to have
Money of Infant paid to him.
Filed March 13th. 1926.

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

William A. Palmer, versus Arnold Palmer, infant, Joseph Evans and Marian Evans, his wife.	Chancery Docket, Cause No. 2588.

TO THE HONORABLE_ THE JUDGES OF SAID COURT:

The petition of William A. Palmer, the legally appointed guardian of Arnold Palmer, unto Your Honors, respectively sets forth:-

1. That the said Arnold Palmer is an infant under twenty one years of age and is a resident of Queen Anne's County.

2. That as will appear from the audit filed in this cause there has been distributed unto said infant, the sum of three hundred forty seven dollars and thirteen cents ($347.13).

3. That your petitioner has been appointed by the Orphans' Court of Queen Anne's County, legal guardian of said infant and has filed with said Court, a bond as said guardian in the

penalty of nine hundred dollars. ($900.00), which bond said Court duly accepted and approved, and which in the opinion of your petitioner is ample as to the security thereon and of which as certified copy is filed herewith as part hereof.
That said bond is sufficient to cover entire personal estate of the infant.

4. That your petitioner is advised that he is entitled to have paid over to him as said guardian, the sum of money so distributed to said infant as above set forth.

Your petitioner therefore prays Yours Honors to pass an order authorizing, empowering and directing Madison Brown, trustee of the above cause, to pay unto your petitioner the sum of money so distributed unto said infant.

Respectfully submitted,

W.A. Palmer
Guardian.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby agree that the Court shall pass an order in accordance With the prayer of the above petition.

Madison Brown
Trustee.

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

William A. Palmer,	Chancery
versus	Docket,
Arnold Palmer, infant, Joseph Evans and Marian Evans, his wife.	Cause No. 2588.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

ORDERED, on this 13th. day of March, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County in Equity, upon the aforegoing petition, that Madison Brown, the trustee of the above entitled cause be and he is hereby authorized, empowered and directed to pay unto William A. Palmer, the guardian of Arnold Palmer, infant above named, the sum of three hundred forty seven dollars and thirteen cents ($347.13), distributed unto said infant by the audit filed in the above entitled cause.

AND it is further ordered that the said guardian pay out of said sum the costs incident to the filing of thispetition and ten dollars ($10.00) to Madison Brown, for the preparation of the petition.

AND it is further ordered that the said guardian at the tim e of the payment of the money to him, by the said trustee, deliver to the said trustee, a release for the said sum of money, to be properly executed by the said guardian.

Thomas J. Keating.

No. 2476 Chancery.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of December, in the year nineteen hundred and twenty two, the following Petition was filed for record, to wit:

IN THE MATTER OF THE TRUST ESTATE OF ANNIE E. BRYAN.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The PetitioN of Howard E. Price, Thomas J. KeatiNg and J. Frank Harper, Trustees, respectfully states:-

That your petitioners, by deed dated Sept. 2nd, 1922, and duly recorded among the Land Records of Queen Anne's County, have been constituted trustees by Annie E. Bryan, the grantor in said deed, of her property as described, mentioned or referred to in said deed.

That the said deed was made in pursuance to an agreement executed simultaneously therewith, between Annie E. Bryan and her several creditors, which agreement is also duly recorded among the Land Records of Queen Anne's County.

That, as will appear by reference to a duly certified copy of said agreement and also a duly certified copy of said deed of trust filed herewith marked respectively "Petitioner's Exhibits 1 and 2", it will appear that your petitioners are to hold, manage and dispose of said properties for the purpose of paying the several indebtednesses of the said parties of the second part to said agreement, all of which will fully and at large appear by reference to said certified copies which your petitioners pray may be taken and considered as a part hereof.

That in the proper administration and execution of the trusts conferred upon your petitioners by said deed of trust, it will be necessary for your petitioners to obtain the highest possible prices for the said properties, in order that the rights of all parties may be fully protected, and all of said indebtednesses satisfied, and to do so considerable time may elapse before advantageous sales can be obtained.

Your petitioners desire that their administration and management of the said trusts, as reserved and created by the said deed of trust should be under the supervision and direction of this Court, but, as sales of said properties cannot be immediately had, your petitioners state that for the purpose of reducing the expenses and cost of the administration of the said trust to the minimum, and, in accordance with the law in such cases, your petitioners should be required only to file a bond in an amount equal to the income from said several properties, and that the amount of such bond should be increased when and as the said several properties should be sold.

Accordingly, your petitioners pray that an order of this Court may be passed, assuming jurisdiction of your petitioners in the management and administration of the trusts reserved and created by the aforesaid deed of trust, and prescribing the penalty of the bond to be filed by them as such Trustees in this Cause.

And as in duty bound, etc.

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees.

Filed December 20th. 1922.

STATE OF MARYLAND_ Q U E E N A N N E'S COUNTY SCT:

I HEREBY CERTIFY That on this 8th. day of December, in the year one thousand nine hundred and twenty two, before me, the subscriber, Clerk of the Circuit Court for Queen Annes County, personally appeared HOWARD E. PRICE, THOMAS J. KEATING, the petitioNers hereiNbefore named, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true, to the best of their knowledge and belief.

J. F. Rolph, Clerk.

Certified Copy of Agreement,
Filed Dec. 11th. 1922.

#9701. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eleventh day of December, in the year nineteen hundred and twenty two, the following Agreement was brought to be recorded, to wit:

THIS AGREEMENT, made this 2Nd. day of September, iN the year oNe thousand nine hundred and twenty two, by and between Annie E. Bryan, of Queen Anne's County, in the State of Maryland, party of the first part, and the several corporations and persons who have affixed their signatures to this agreement, all of whom are creditors of the said Annie E. Bryan, parties of the second part.

WHEREAS the said Annie E. Bryan is indebted unto each of the said parties hereto of the second part, in the respective sums set opposite the signatures of each of the said parties of the second part, the nature and character of the indebtedness of the said Annie E. Bryan, to each of the said parties hereto of the second part, being also set opposite to the signatures of each of the parties hereto of the second part, and

WHEREAS the said Annie E. Bryan is unable to immediately pay the said indebtedness to each of the said parties of the second part, but in order to secure each of the parties of the second part, in the payment of the respective indebtedness due each of said parties of the second part, to the fullest extent of her ability, reserving, however, to herself, as hereinafter specified, only sufficient property or income to supply her own individual wants and the necessities, has agreed and does hereby agree with each of the parties hereto of the second part, that she will convey and assign unto the trustees, hereinafter mentioned and set forth, all of her property, except that which is hereinafter reserved, and in consideration thereof the said parties of the second part have each agreed, and do hereby agree with the said Annie E. Bryan, that they will rely upon the said conveyance to the trustees hereinafter mentioned, of the property hereinafter described or referred to, for the payment and satisfaction of their several indebtedness.

And further that they agree to the reservation from the said conveyance to the said trustees of the income or property hereinafter mentioned, and agree that said income or property shall not be liable or responsible for the payment of their respective indebtedness.

And furthat that they will not institute any suit against the said Annie E. Bryan, except so far as the same may pertain to the property to be conveyed, as above specified, to the trustees hereinafter mentioned, for the collection or enforcement of their respective claims; and

WHEREAS the said Annie E. Bryan is the owner of the following described tracts of land, viz:

1. The tract of land or farm known as the "Annie E. Bryan Farm" situate on Wye Island in the fifth election district of Queen Anne's County, State of Maryland, containing two hundred and fifty eight acres and nineteen perches of land, more or less, the title to which tract of land the said Annie E. Bryan acquired by deed to her from William J. Price and Eliza A. Price, his wife, dated July 9, 1892, and recorded among the land record books of Queen Anne's County aforesaid, in Liber W.D. No. 7, folio 261 etc. The said farm or tract of land is now subject to a mortgage from the said Annie E. Bryan to Thomas R.L. Price and Howard E. Price, Trustees, for the sum of fifty seven hundred dollars, which mortgage is dated November 1, 1917, and is recorded among said land records in Liber W.F.W. No. 11, folio 174 etc. and said property or farm is to be conveyed to the said trustees, as hereinafter mentioned, subject to said mortgage indebtedness.

2. The tract of land or farm known as "Chester" or the "Thomas E. Bryan Farm" situate in the Third election district of Queen Anne's County aforesaid, containing one hundred and forty two acres, two roods and twenty two perches of land, more or less, the title to which farm or tract of land the said Annie E. Bryan acquired under deed to her from J. Frank Harper and John C. Tolson, trustees, dated November 1, 1917, and recorded among said land records in Liber W.F.W. No. 11, folio 162, etc. This property or farm is now subject to a mortgage from the said Annie E. Bryan to Thomas E. Bryan et al, dated November 1, 1917, aNd recorded among said land records in Liber W.F.W. No. 11, folio 164, etc, which mortgage secures aN indebtedness of sixty six hundred and eighty dollars and ninety eight cents, and subject to said mortgage, the said farm or property is to be conveyed to the trustees, hereinafter mentioned.

3. The tract of land or farm known as "Denbeigh" or the "Minnie P. Bryan Farm", situate in the third election district of Queen Anne's County aforesaid, containing one hundred and seventy five acres and twenty five perches of land, more or less, the title to which property the said Annie E. Bryan acquired under deed from J. Frank Harper and John C. Tolson, trustees, dated November 1, 1917, and recorded among said land records in Liber W.F.W. No. 11, folio 168 etc. This tract of land or farm is now subject to a mortgage from the said Annie E. Bryan to Thomas E. Bryan, et al, dated November 1, 1917, and recorded among said land records in Liber W.F.W. No. 11, folio 169 etc., which mortgage secured an indebtedness of sixty two hundred and three dollars, and the said property shall be conveyed to the trustees, hereinafter mentioned, subject to the said mortgage.

All of the said three mentioned farms or tracts of land are also subject to two additional mortgages, viz: A mortgage from the said Annie E. Bryan to Howard E. Price, dated November 1, 1917, aNd recorded amoNg said land records in Liber W.F.W. No. 11, folio 176 etc. which mortgage secures the repayment of a loan of ninety five hundred dollars, and a mortgage from the said Annie E. Bryan to Frank S. Dudley, dated July 14, 1921, and recorded among said land records in Liber J.F.R. No. 7, folio 206 etc. which mortgage secures the repayment of a loan of two thousand dollars, and it is also intended that the said three above mentioned farms or tracts of land shall be conveyed to the trustees hereinafter mentioned, subject also to the said two last mentioned mortgages.

In addition to the ownership of the said several tracts of land, the said Annie E. Bryan is entitled to the landlord's interest in the annual crops harvested and to be harvested on the said above described tracts of land during the year nineteen hundred and twenty two, and it is intended that her said interest in the said crops shall be assigned by the said deed of trust to the trustees hereinafter mentioned, and

WHEREAS in addition to the said tracts of land or farms situate in Queen Anne's County, Maryland, said Annie E. Bryan is also the beneficiary for life of the income from the trust estate created by item twenty and sub-paragraph five of item twenty three of the last will and testament of William J. Price, late of Queen Anne's County aforesaid, deceased, which trust is now being administered by Howard E. Price, trustee, under the supervision and jurisdiction of the Circuit Court for Queen Anne's County, in Equity, in a cause therein pending, entitled "In the matter of the trust estate created by the will of William J. Price, for and in behalf of Annie E. Bryan", same being cause No. 2224 iN said Court, aNd as such beNeficiary, the said ANnie E. Bryan is entitled to receive during the term of her natural life, the entire net income arising from said trust estate. And, in addition to the aforesaid farms or tracts of land and the interest or right of the said Annie E. Bryan in and to the landlord's interest in the crops to be harvested from each of said farms, the said Annie E. Bryan has agreed, and hereby agrees, that her right to receive one half of the income from the said trust estate shall be conveyed and assigned by the said mentioned deed of trust to the trustees, hereinafter mentioned, the said Annie E. Bryan reserving to herself from the operation and effect of said deed of trust, and clear of all liability for the payment of the said indebtedness of the said parties of the second part, the remaining one half part of the said income arising from the said trust estate.

In order that the trustees, hereinafter mentioned, may have the full right to demand the payment from the said Howard E. Price, trustee of said trust estate, of one half of the said income, the said Annie E. Bryan does hereby agree that this agreement and the deed of trust above referred to, which is to be executed by her, shall be considered as an order upon the said Howard E. Price, trustee as aforesaid, to pay over to the trustees hereinafter mentioned, one half of the said income, as the same accrues from the said trust estate, and further that the said trustees, hereinafter mentioned, shall have the right, in pursuance of this agreement and of the said deed of trust, to take such proceedings as they may determine necessary or proper for the collection of the said one half of said income; and

WHEREAS in addition to the above mentioned properties and the said one half of the said net income, subject, however, to the reservation to herself of the other one half of said net income, the said Annie E. Bryan agrees that the said deed of trust to be executed by her to the trustees, hereinafter mentioned, shall include any and all other property which she now owns, or in which she now has any interest, and it is agreed that the mention or designation of property, as above specified, shall not be construed as limiting or restricting the said deed of trust to the said mentioned property or properties, but that the said deed of trust shall operate upon all property now owned by the said Annie E. Bryan or in which the said Annie E. Bryan now has any interest, excepting however, the said reservation of one half of the income arising from said trust estate, hereinbefore mentioned; and

WHEREAS in accordance with the said agreement of the said Annie E. Bryan, as above mentioned, the said Annie E. Bryan agrees, simultaneously with the execution of this agreement, to execute to Howard E. Price, Thomas J. Keating and J. Frank Harper, a deed of trust of all of her said property, except as to the said reservation of one half of said income from said trust estate above mentioned, in trust to hold and manage the said property, will full power and authority to sell and dispose of each and of all of said properties, whenever in the judgment of said trustees, or the survivor thereof, or their successors, a sale is deemed advisable and advantageous, and out of the income and out of the net proceeds of the sale or sales, after the payment of or allowance for the said mortgage indebtedness upon each of said properties and the expenses and costs of the administration of this trust, to pay and satisfy the said indebtedness to each of the parties hereto of the second part, but, in the event the said income from said several properties and also the proceeds from the sale or sales of said several properties shall be insufficient to pay and satisfy the said indebtedness of the parties hereto of the second part, in full, then the payments by the said trustees to the parties hereto of the second part shall be upon a pro rata basis to all of the parties hereto of the second part, without priority of any of the parties hereto of second part over the others.

And in the event that either any portion of the property to be conveyed by the aforesaid deed of trust shall remain undisposed of by said trustees or that there should be left over in the hands of the said trustees any portion of the proceeds of the sale or sales of said property to be conveyed to said trustees, or any other money coming into the hands of said trustees, in execution of the trusts to be created by said deed of trust, after the payment of the mortgage or mortgages on the properties sold by the trustees, in the event of a sale of said property or properties with the consent of the mortgagees, free of said mortgages, in which event the said trustees are to be authorized and empowered by said deed of trust to pay such mortgages out of the proceeds of sale, the payment of the costs of the administration of said trust, the payment and satisfaction in full of the several indebtedness of the parties of the second part, the said trustees are to reconvey said remaining property, or to pay over the said money so remaining in their hands to the said Annie E. Bryan, or to her heirs or devisees.

In determining the indebtedness of the parties of the second part hereto, it is agreed by the said Annie E. Bryan, and the said parties hereto of the second part, that each of the said parties of the second part shall have the right to extend from time to time the payment of their respective indebtedness and to accept at the time or times of such extentions renewal notes or other evidences of such indebtedness. And, in the event of such extensions of the time of payment of said indebtedness of any or of all of the parties hereto of the second part, and the acceptance by said parties of the second part of renewal notes, or other evidences of said indebtedness, it is agreed between the parties hereto that such extensions, of the acceptance of such renewal notes, or other evidences of such indebtedness, shall not in anywise be considered or construed as a waiver on the part of said property of the second part so granting said extension or accepting such renewal notes, or other evidences of indebtedness, but that the rights of said parties of the second part, under the terms of this agreement, and under the terms of said deed of trust, shall remain unaffected thereby, and shall be the same as if said extensions or acceptance of such renewal notes, or other evidences of indebtedness, had not been made or accepted.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:- that the said Annie E. Bryan, in consideration of the parties hereto of the second part, looking to the conveyance of the said properties, as above mentioned, for the satisfaction and payment of their respective indebtedness, hereby agrees, simultaneously with the execution of this agreement, to convey and assign to the said Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, by a properly executed deed of trust, for the uses and purposes above specified or set forth, all of her said property except the said reservation of one half of said net income from said trust estate, as hereinbefore mentioned and set forth; and

FURTHER, the said Annie E. Bryan hereby agreed that the amount set opposite the signature of each of the said parties hereto of the second part represents the proper amount of indebtedness now due and owing by her to such party of the second part hereto; and

FURTHER, that the nature and character of said indebtedness, as specified opposite the signature of each of the parties hereto of the second part, is correct, and the said Annie E. Bryan further agrees that this agreement shall be considered as part of the said deed of trust to be executed by her to the said trustees, and, if necessary, either for the proper enforcement or execution of said deed of trust, or for the construction and interpretation of the rights of the said trustees, or of the rights of the said parties hereto of the second part, under the said deed of trust, that then the execution of this agreement shall be considered as having the same effect as if the terms hereof were again fully set forth and incorporated in the said deed of trust.

AND THIS AGREEMENT FURTHER WITNESSETH:

That the said parties hereto of the second part, jointly and severally agree to accept the execution of said deed of trust, upon the terms above set forth, and agree to look for the payment of their respective indebtedness to the funds coming into the hands of the said trustees, in the exercise of the powers conferred upon the said trustees over the property included in the said deed of trust; and

FURTHER that one half of said income arising from said trust estate under the said will of William J. Price is hereby reserved by the said Annie E. Bryan from the operation of said deed of trust, and shall be and remain free from any and all liability for the payment of the respective indebtedness of the said parties hereto of the second part.

And the said parties of the second part further mutually agree and covenant with each other, and also with the said Annie E. Bryan, her heirs, personal representatives and assigns, that they will not attempt to collect their several indebtedness or enforce the payment thereof, or any part thereof in any other manner than from the said trustees, under and by virtue of the terms and provisions of the said deed of trust and the powers of the trustees therein.

IT IS, HOWEVER, EXPRESSLY AGREED AND UNDERSTOOD between the parties hereto that no portion of this agreement, or anything herein contained or set forth, shall be construed as in anywise affecting the rights of any of the parties hereto of the second part to enforce the payment of any of their said indebtedness or collect the same or any part thereof from any other person who may be liable therefore, whether such person be liable as principal debtor or as surety or endorsed, or to enforce the payment thereof out of any mortgage or other security which any of said parties of the second part may hold, whether by way of assignment heretofore made to any such party by the said Annie E. Bryan or otherwise.

WITNESS the haNd aNd seal of the said ANnie E. Bryan and witness also the signature of each of the said parties hereto of the second part, as attached to the schedule hereto annexed, and which is to be considered as a part of this agreement, and the signature of each of the said parties of the second part to such schedule shall be considered as the signature of said party to this agreement,

Test: W.L. Holton, Jr. Annie E. Bryan (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:-

I hereby certify that on this 2nd. day of Sept. in the year one thousand nine hundred and twenty two, before me, the subscriber, a Notary Public of the State of MarylaNd, in and for the County aforesaid, personally appeared Annie E. Bryan, and acknowledged the aforegoing agreement to be her act and deed.

Witness my hand and Notarial Seal.

Notary Public Seal.

W.L. HoltoN, Jr.
Notary Public.

We, the uNdersigned creditors, of Annie E. Bryan do hereby agree to the provisions of the attached agreement, and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:

Signatures	Character of Claim	Amt. of Claim.
The Centreville Nat. BaNk of Md. By J.F. Rolph, Cashier Thos. E. Bryan Raymond C. Bryan and H. Price Bryan.	Note of ANNie E. BryaN Thos. E. BryaN, Raymond C. Bryan and H. Price Bryan given direct to the Centreville NatioNal BaNk of Md. dated January 30th. 1922, drawn three months from date due April 10th. 1922.	7,836,00 and interest from April 30th. 1922.
The Centreville Nat. Bank of Md. By J.F. Rolph, Cashier. Thos. E. Bryan John A. Friel	Note signed by Annie E. Bryan, and Thomas E. Bryan given to John A. Friel dated October 1, 1921, drawn three months after date due January 1, 1922.	234.90 and interest from January 1, 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier Thomas E. Bryan Raymond C. Bryan H. Price Bryan R. Glenn King.	Note ANNie E. BryaN, Thomas E. Bryan, Raymond C. Bryan, H. Price Bryan, R. Glen King, given direct to the Centreville National Bank of Md. dated February 28th. 1922, drawn six months from date due 28th. August, 1922.	1000.00 and interest from August 28th. 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier. Alice T. Bryan Annie E. Bryan	Note signed by Raymond C. Bryan and Alice T. Bryan drawn to the order of Annie E. Bryan and endorsed by her, dated Feb. 15th. 1922, drawn three months from date due 15th. of May, 1922.	10,817.18 with interest from 15th. of May, 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier. Annie E. Bryan Mary C. Fesmyer	Note signed by Thomas E. Bryan and Annie E. Bryan given to M.C. Fesmyer and endorsed by M.C. Fesmyer and Joseph Fesmyer dated June 7th. 1922 drawn one month from date due 7th. of July, 1922.	275.00 with interest from 7th. of July, 1922.

The Centreville Nat. Bank of Md. By J.F. Rolph, Cashier Annie E. Bryan.	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Maryland dated february 9th. 1922, drawn three months from date due 9th. of May, 1922.	2,800.00 interest from May 9th. 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier. Annie E. Bryan.	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Md. dated February 2, 1922, drawn at three months and due May 2, 1922.	859.38 interest from May 2, 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier. Annie E. Bryan.	Note signed by Thomas E. Bryan and Annie E. Bryan given direct to the Centreville National Bank of Maryland, dated December 30th. 1921, drawn six months from date, due June 30th. 1922.	500.00 with interest from 30th. June, 1922.
The Centreville Nat. Bk of Md. By J.F. Rolph, Cashier Annie E. Bryan Thomas Massey.	Note signed by Thomas E. Bryan Annie E. Bryan given to Thomas Massey dated January 14th. 1922, drawn two months after date, due the 14th. of March, 1922.	150.00 interest from March 14th. 1922.
The Centreville Nat. Bk. of Md. By J.F. Rolph, Cashier. Annie E. Bryan.	Note signed by H. Price Bryan and Annie E. Bryan given direct to the Centreville National Bank of Maryland dated June 29th. 1922, drawn at six months, due 29th. Dec. 1922.	515.20 interest from Dec. 29th. 1922.
Richard T. Earle Thomas E. Bryan	Note signed by Annie E. Bryan and Thomas E. Bryan to the order of Richard T. Earle and endorsed by him dated Feb. 17, 1922, drawn six months from date due 17 Aug. 1922.	200.00 with interest from Feb. 17, 1922.
Forman & Mason Thomas E. Bryan Raymond C. Bryan	Note signed by Annie E. Bryan, Thomas E. Bryan and Raymond C. Bryan to the order of Forman & Mason and by Forman & Mason endorsed dated Jany. 2, 1922, drawn 7 months from date, due 2nd. Aug. 1922.	387.84 with interest from 2nd. Aug. 1922.
Forman & Mason Annie E. Bryan. Alice T. Bryan	Note signed by Raymond C. Bryan, Alice T. Bryan and Annie E. Bryan drawn to the order Of Forman & Mason and by Forman and Mason endorsed, dated April 6th. 1922, drawn four months from date, due 6th. of August, 1922.	589.13 with interest from Aug. 6, 1922.

C.P. Walters & Son.	Note signed by Annie E. Bryan to the order of C.P. Walters & Son, and by C.P. Walters & Son endorsed dated Dec. 29, 1921, drawn six months from date due June 29, 1922, the amount of Note.	367.50 with int. from Dec. 29th. 1921.
Alice T. Bryan Annie E. Bryan H. Price Bryan John Palmer Smith.	Note signed by Raymond C. Bryan, Alice T. Bryan and Annie E. Bryan, and H. Price Bryan to the order of John Palmer Smith, and endorsed by John Palmer Smith, dated Feb. 17, 1922, drawn at six months due 17 Aug. 1922.	156.98 with int. from Feb. 17, 1922.
Annie E. Bryan E. Sterling Price John Palmer Smith	Note signed by Thos. E. Bryan, Annie E. Bryan and E. Sterling Price to the order of John Palmer Smith and by John Palmer Smith endorsed, dated Feb. 17, 1922, drawn at six months and due Aug. 17, 1922.	219.21 with int. from Aug. 17, 1922.
John A. Friel Earle R. Bishop Raymond C. Bryan	Note signed by Annie E. Bryan and Raymond C. Bryan made payable to the order of John A. Friel and by John A. Friel and Earle R. Bishop endorsed dated Oct. 1, 1921, drawn 11 months from date and due Sept. 1, 1922.	89.49 with int. from Sept. 1,1922.
The Queen Anne's Natl. Bank of Centreville, By Walter T. Wright, President. Raymond C. Bryan Alice T. Bryan Annie E. Bryan Robert Coursey R.M. Hopkins.	Note Raymond C. Bryan, Alice T. Bryan, Annie E. Bryan to Robert Coursey, endorsed Robert Coursey, R.M. Hopkins, dated June 28th. 1922, at two months for	400.00 Interest from August 28th. 1922.
The Queen Anne's Natl. Bank of Centreville, By Walter T. Wright President. Raymond C. Bryan Alice T. Bryan Annie E. Bryan.	Note Raymond C. Bryan, Alice T. Bryan to Annie E. Bryan endorsed Annie E. Bryan dated March 23rd. 1922, at six months due Sept. 23, 1922, secured by mortgage dated Sept. 23rd. 1921, from Raymond C. Bryan and Alice T. Bryan to Annie E. Bryan for $2825.00 recorded in Liber J.F.R. No. 7, folio 443, a land record book for Q.A. Co. and assigned by Annie E. Bryan to the Queen Anne's Natl. Bank on the 24th. day of Sept. 1921, and recorded in Liber J.F.R. #7, folio 446, a land record book for Q.A. Co.	2947.00 Interest from Sept. 23rd. 1922.

We, the uNdersigNed creditors of ANnie E. Bryan do hereby agree to the provisions of the attached agreement, and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:-

Signatures	Character of Claim.		Amt. of Claim.
The Queen Anne's Natl. Bank of Centreville, By Walter T. Wright, President. Raymond C. Bryan Alice T. Bryan Annie E. Bryan E.D. Draper H.P. Draper	Note RaymoNd C. BryaN, Alice T. BryaN, ANnie E. Bryan to H.P. Draper endorsed H.P. Draper and E.D. Draper dated Aug. 4th. 1921, due Oct. 4th. 1921, for	225.00	
	Oct. 4th. 1921 Credit by cash	3.00	$222.00 interest from Oct. 4th. 1921.

The Queen Anne's Natl. BaNk of CeNtreville, By Walter T. Wright, PresideNt. Thomas E. Bryan Annie E. Bryan Raymond C. Bryan H. Price Bryan	Note ANnie E. Bryan, Thos. E. Bryan, Raymond C. Bryan, H. Price Bryan to The Queen Anne's NatioNal BaNk dated May 1st. 1922, at two moNths due July 1st. 1922, for		5774.45 iNterest from July 1st. 1922.

The QueeN ANne's Natl. BaNk of CeNtreville, By Walter T. Wright, President. Annie E. Bryan, Wright & Lowe.	Note ANNie E. BryaN to Wright aNd Lowe, dated Feb. 1st. 1922, at six moNths due August 1st. 1922, for		575.00 INterest from August 1st. 1922.

We, the uNdersigNed creditors of ANNie E. BryaN, do hereby agree to the provisioNs of the attached agreemeNt, aNd hereby certify that the amouNts set opposite their respective sigNatures are the correct amouNts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:

Signatures.	Character of Claim.	Amt. of Claim.
Thomas E. Bryan Annie E. Bryan W.F. Watson	Note signed Thos. E. Bryan and Annie E. Bryan, endorsed W.F. Watson to W.F. Watson dated May 12th. 1922 at 2 months due July 12th. 1922 with interest from maturity.	300.00

Annie E. Bryan Thomas E. Bryan John A. Friel S.W. Seney.	Note signed Annie E. Bryan, Thos. E. Bryan to John A. Friel and endorsed John A. Friel, S.W. Seney, dated Jan. 2nd. 1922, at 6 months due July 2nd. 1922, with interest from maturity.	100.00

We, the undersigned creditors of Annie E. Bryan do hereby agree to the provisions of the attached agreement and hereby certify that the amounts set opposite their respective signatures are the correct amounts of their respective claims, and that the nature of their claims are such as designated opposite their respective signatures:-

Signatures	Character of Claim.	Amt. of Claim
Alice T. Bryan. Annie E. Bryan Forman & Mason.	Note RaymoNd C. BryaN, Alice T. BryaN, ANnie E. Bryan, to Forman and Mason endorsed Forman and Mason dated June 20th. 1922, at two months due August 20th. 1922 for	$660.00 Interest from August 20th. 1922.

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. 10, folio 62 etc. a laNd record book for QueeN ANNe's County.

Seal's Place. 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 December, in the year nineteen hundred and twenty two.

J.F. Rolph, Clerk.

Certified Copy of Deed of Trust.
Filed Dec. 11th. 1922.

#9702. Q U E E N A N N E'S C O U N T Y, T O W I T: be it remembered that oN the eleventh day of December, in the year nineteen hundred and twenty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 2nd. day of September, in the year one thousand nine hundred and twenty two, by and between Annie E. Bryan, of Queen Anne's County, State of Maryland, party of the first part, Howard E. Price, Thomas J. Keating and J. Frank Harper, of Queen Anne's County aforesaid, trustees, as hereinafter mentioned, parties of the second part.

WHEREAS by an agreement of even date herewith, and intended to be recorded among the land records of Queen Anne's County aforesaid prior hereto, the said party hereto of the first part agreed with the parties of the second part to said agreement, all being creditors of the said Annie E. Bryan, that according to the terms and provisions of the said agreement she would, simultaneously with the execution of said agreement, convey unto the said parties hereto of the second part, all of her said property, as therein described or referred to, subject, however, to the reservation to herself of one-half of the income to which she is entitled under the last will and testament of William J. Price, as referred to in said agreement, in trust to hold and manage the said several properties for the use and benefit of the said parties of the second part to said agreement, and to pay out of the income or proceeds from the sale of said several properties, the said several indebtedness of the said parties of the second part to said agreement, the said indebtedness being specified in said agreement, and as provided therein, any extensions for the payment of said indebtedness, or the acceptance by the said creditors of renewal notes of other evidence of their indebtedness shall not be construed as waiving, changing or altering the rights of said creditors hereunder or under said agreement, such rights to remain unaffected thereby, and to pay over any money, remaining in their hands as such trustees, or to reconvey to Annie E. Bryan any property not sold by the said trustees for the payment of said indebtedness, after the indebtedness of each of the said parties to said agreement had been fully satisfied, and all of the expenses of the management of the trust therein referred to and hereby cfeated should be fully paid and satisfied; and

WHEREAS in pursuance to the provisions of said agreement, these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH:-

That iN coNsideratioN of the premises, aNd, iN accordaNce with the terms aNd provisions of said agreement, the said Annie E. Bryan does hereby grant, convey and assign unto the said parties of the second part, trustees as aforesaid, the survivors or survivor thereof, their heirs, successors and assigns, for the uses and purposes, as hereinafter set forth, and also for the uses and purposes referred to in the said agreement, each and all of the several tracts of land described or referred to in the said agreement, executed this day by the said Annie E. Bryan and above referred to, as also her right, title, and interest as landlord in and to the crops upon the said several farms hereby conveyed, as the same is also referred to in said agreement; also one half of the income to which the said Annie E. Bryan is entitled for her life, under the terms and provisions of the will of William J. Price, as the same is specifically referred to in the aforesaid agreement, but reserving, as provided in said agreement, to herself the remaining one half of said income; also as provided in said agreement, any and all other property of every kind and description and wheresoever situated which the said Annie E. Bryan may now be entitled to, or in which she may now have any interest; it being the intent of the said Annie E. Bryan by these presents, to convey, transfer and assign unto the said parties of the second part, trustees as aforesaid, all of her property as the same is particularly described or referred to in the said agreement; save and except the reservation therein referred to; and the description or reference to said properties as particularly set forth in said agreement shall be considered as herein embodied and fully set forth, and said agreement is to be considered as a part of this deed and in connection therewith.

TOGETHER with the buildings and improvements thereupon; and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and assigned property and effects of the said ANNie E. Bryan unto and to the proper use of the said parties of the second part, trustees as aforesaid, the survivors or survivor thereof, their heirs, successors and assigns, in trust to take possession of said several properties, as above mentioned, collect the rents, issues and profits therefrom arising, and to sell the said properties, singly or an an entirety, either at public or private sale, and at such time or times, and upon such terms as the said trustees, the survivors or survivor of them, or their successors in the trust may, in their judgment, deem advantageous and advisable, and to pay out of the net rents and profits, if any, which may arise from said several properties, and out of the proceeds of such sales, first, the expenses incident to the management and conduct of the trust hereby created and reserved, including a commission of six per cent to the said trustees upon the income and upon the said proceeds of such sales, for their services as trustees as aforesaid; second, the mortgage debt or debts upon said property or properties so sold, in the event the said property or properties are sold with the consent of the mortgagee or mortgagees, free of the mortgage or mortgages on said several properties, and then to pay and satisfy unto the creditors of the said Annie E. Bryan, who are parties of the second part to the aforesaid agreement, herein above referred to, their respective indebtedness, such payments to the said creditors of the said Annie E. Bryan to be made by the trustees, the said parties of the second part hereto, their survivors or successors in the trust, at such times as the said trustees, their survivors or survivor or their successors in the trust, may determine to be proper, in accordance as the proper management of the trust hereby created and reserved, as also the collection of the income and the receipts of the proceeds of the sale or sales of the property hereby conveyed, shall justify; said payments to the said creditors of the said Annie E. Bryan, the said parties of the second part to the aforesaid agreement, to be made upon a pro rata basis, unless any of said creditors should be entitled legally to any priority.

The said several properties hereby conveyed being subject to the mortgages referred to or mentioned in the aforesaid agreement, the provisions hereinabove made for the disposition of the income or proceeds from the sale of said properties are subject to the said mortgages.

For the full, effectual and proper management and execution of the trust hereby reserves and created, full power is hereby conferred upon the said trustees, the survivors or survivor thereof, and their successors or successors in the trust, to sell, convey or otherwise dispose of each and all of the properties hereby conveyed, and, in the event the said trustees, the survivors, or survivor thereof, as also their successors or successor, should deem it advisable, necessary or advantageous to the proper management of the trust hereby reserved or created, for the purpose of making provision to take care of any or all of the several mortgages now upon the said properties hereby intended to be conveyed, that new mortgages should be obtained to take their place, pending a sale or disposition of said several properties, that then, and in that event, the said trustees, their survivors or survivor, as also their successors or successor, are hereby empowered to borrow such sums as may be necessary for that purpose, and to execute such mortgages as may be required upon the said several properties. In either event, either in the case of a sale or disposition of said several properties, or in the event of the borrowing of any sum or sums and the executing of mortgages, as above provided, all persons dealing with the said trustees, in the exercise of either of said powers, are hereby relieved from seeing to the proper application of the purchase or other money passing to the said trustees;

In the event any of said properties should remain undisposed of, or in the event any money should remain in the hands of the said trustees, their survivors or survivor, or also their successors or successor, after each and all of said creditors of the said Annie E. Bryan shall be fully paid and satisfied, in accordance with the terms and provisions of said agreement, then the said trustees, their survivors or survivor, as also their successors or successor, are directed to convey or transfer said property so remaining undisposed of, or to pay over said sum or sums remaining unexpended, to either the said Annie E. Bryan or to her heirs or devisees.

Witness the hand and seal of the said party hereto of the first part.

Test: W.L. Holton, Jr. Annie E. Bryan (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:-

I hereby certify that on this 2Nd. day of Sept. in the year one thousand Nine hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Annie E. Bryan, and acknowledged the aforegoing deed to be her act.

Witness my hand and Notarial seal the day and year last above written.

Notary
Public
Seal.

W.L. Holton, Jr.
Notary Public.

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. 10, folio 69 etc., a laNd record book for Queen Anne's County.

Seal's Place. 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 December, in the year nineteen hundred and twenty two.

J. F. Rolph, Clerk.

Order of Court Assuming Jurisdiction.
Filed December 20th. 1922.

In the Matter of the Trust estate of Annie E. Bryan.	)	In the Circuit Court for Queen Annes County in Equity.

Order of Court.

The aforegoing Petition having been read and considered, it is thereupon ordered, this 19th. day of December, in the year 1922, by the Circuit Court for Queen Annes County , in Equity, and by the authority of said Court, that jurisdiction be and is hereby assumed over the trust mentioned in said petition and over the estate and property embraced in and conveyed by the deed of trust executed to Howard E. Price, Thomas J. Keating and J. Frank Harper by Annie E. Bryan, dated September 2nd. 1922, and duly recorded among the land record books for Queen Annes County, Maryland, (a duly certified copy of which said deed is filed with the said petition); and it is further ordered that the petitioners, the grantees in the aforesaid deed of trust, execute and file their bond, with surety thereon, in the penalty of $4000.00, if corporate surety, or in the penalty of $8000.00, if personal surety, to be approved by the Clerk of this Court, conditioned for the faithful performance of the trust reposed in them by said deed of trust and by law; and it is hereby further ordered that, before the said trustee shall make collection of the proceeds of the sale of any of the real estate conveyed by said deed of trust, an additional bond shall be executed by said trustee and filed in this cause in such penalty as this Court may hereafter determine and by further order direct; and it is hereby further ordered that, upon the filing of the said bond herein first provided for, the said trustees shall give notice by advertisement to all the Creditors of said Annie E. Bryan to filed their claims, with the proper voucher therefor, with the clerk of this Court, within six months from the date of the first insertion of said advertisement and the said advertisement shall be inserted for four successive weeks in some newspaper printed and published in Queen Annes County, Maryland.

Lewin W. Wickes.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the thirty first day of April, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Howard E. Price, Thomas J. KeatiNg aNd J. FraNk Harper, of QueeN ANNe's CouNty, 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, are held aNd firmly bouNd uNto the State of Maryland in the full and just sum of FOUR THOUSAND DOLLARS ($4,000.00), 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 thirtieth day of January, in the year nineteen hundred and twenty three.

WHEREAS Annie E. Bryan, of Queen Anne's County, State of Maryland, by her Deed of Trust bearing date the second day of September, in the year nineteen hundred and twenty two, duly executed and acknowledged agreeably to law and recorded in Liber J.F.R. No. 10, folios 69 &c., a laNd record book for QueeN ANne's County aforesaid, granted, conveyed and assigned unto the said Howard E. Price, Thomas J. Keating and J. Frank Harper, certain property and estate 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 Howard E. Price, Thomas J. Keating and J. Frank Harper do and shall well and faithfully pefform the trust reposed in them by the said Deed of Trust and by law, or that may be reposed in them 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 to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of: (as to Howard E. Price and J. Frank Harper).

Richard T. Earle.

(as to Thomas J. Keating).

Thos. J. Keating, Jr.

Howard E. Price (SEAL)

Thomas J. Keating (SEAL)

J. Frank Harper (SEAL)

Corporate Seal's Place.

UNITED STATES FIDELITY AND GUARANTY COMPANY.
By Chas. O. Scull
Vice-PresideNt.

ATTEST: William J. McFeely
Asst. Secretary.

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

"Security approved and Bond filed January 31st. 1923.

J.F. Rolph, Clerk.

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. #1, folio 367 etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this thirty first day of January, in the year 1923.

B. Hackett Turner, Clerk.

First Report of Sale.
Filed Dec. 1st. 1924.

In the Matter of the Trust Estate of ANNIE E. BRYAN.	IN the Circuit Court for QueeN ANNe's CouNty, iN Equity. Cause No. 2476.

To the HoNorable, the Judges of said Court:

The First Report of Sale by Howard E. Price, Thomas J. KeatiNg aNd J. FraNk Harper, Trustees in the above cause under the deed of trust hereinafter mentioned, to your Honors, respectfully sets forth:

1. That by deed of trust bearing date the second day of September, nineteen hundred and twenty two, and recorded in Liber J. F. R. No. 10, folios 69 &c. a laNd record book for QueeN ANNe's CouNty, State of MarylaNd, executed aNd delivered by Annie E. Bryan, of Queen Anne's County aforesaid, to the said Howard E. Price, Thomas J. Keating and J. Frank Harper, in pursuance of an agreement executed simultaneously with said deed of trust by and between the said Annie E. Bryan and her several creditors whose names are subscribed to said agreement and which said agreement is also recorded among said land records in said Liber J.F.R. No. 10, folios 62 &c., the said ANNie E. BryaN graNted aNd coNveyed uNto the said Howard E. Price, THomas J. KeatiNg aNd J. FraNk Harper, as Trustees, all of tHe several tracts of laNd meNtioNed aNd described iN said agreemeNt, iNcludiNg tHe tract of laNd or farm HereiNafter meNtioned and described, and did also grant, convey and assign unto the said Howard E. Price, THomas J. Keating and J. Frank Harper, as Trustees, all otHer property of every kind and description and wHeresoever situate wHicH tHe said Annie E. Bryan was, at tHe time of tHe execution of said deed of trust and agreement, entitled to or in wHich she then had any interest, saving and excepting the reservation referred to in said deed of trust and agreement of one-half of the net income which the said Annie E. Bryan was

then entitled to receive as beneficiary for life from the trust estate created by Item Twenty and sub-paragraph Five of Item Twenty Three of the last will and testament of William J. Price, deceased, which trust under said will is now being administered by Howard E. Price, Trustee, under the supervision and jurisdiction of this Honorable Court in the cause therein pending entitled "In the matter of the trust estate created by the Will of William J. Price for and in behalf of Annie E. Bryan", being Cause No. 2224 iN said Court.

2. That a certified copy of the said deed of trust aNd a certified copy of the said agreemeNt are filed iN this cause, aNd this HoNorable Court, by its order passed in tHis cause on tHe nineteentH day of December, nineteen hundred and twenty two, assumed jurisdiction over the trust estate created by the said deed of trust; and the said Howard E. Price, Thomas J. Keating and J. Frank Harper duly qualified as Trustees under said deed of trust as directed by said order of tHis Court by filing in tHis cause tHeir bond as Trustees as aforesaid in accordance with the provisions of said order.

3. That the said estate and property so granted, conveyed and assigned by the said Annie E. Bryan to the said Howard E. Price, THomas J. Keating and J. Frank Harper, Trustees, by the said deed of trust, was granted, conveyed and assigned unto the said Trustees in trust, to take possession of said several properties, collect the rents, issues and profits therefrom arising, and to sell the said properties, singly or as an entirety, either at public or private sale, and at such time or times and upon such terms as the said Trustees, in their judgment, deem advantageous and advisable, and to apply the proceeds of such sale or sales as in said deed of trust provided and directed.

4. That by virtue and in execution of the said power of sale in said deed of trust contained, the said Howard E. Price, THomas J. Keating and J. Frank Harper, Trustees as aforesaid, in their judgment deeming the sale of the tract of land or farm hereinafter described at this time at private sale upon the terms and at the price hereinafter set forth to be advisable and advantageous to this trust estate, did, on the fourteenth day of July, nineteen hundred and twenty four, sell at private sale unto J. WilliamKKeith, of Queen Anne's County aforesaid, at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00), all that tract of land or farm known as "Chester", or the "Thomas E. Bryan Farm", situate in the Third Election District of Queen Anne's County, State of Maryland, on the right or north side of the public road leading from Centreville to Queenstown, adjoining the farm of S. Lawrence Morris, and containing one hundred and forty two acres, two roods and twenty two perches of land, more or less, the title to which said tract of land or farm was acquired by the said Annie E. Bryan under the deed to her from J. FrankHarper and JoHn C. Tolson, Trustees, dated November 1st, 1917, aNd recorded iN Liber W.F.W. No. 11, folios 162 &c., a laNd record book for QueeN ANNe&s CouNty aforesaid; that the said sale of said tract of laNd or farm unto the said J. William Keith was made upon the following terms, that is to say: the sum of One Thousand Dollars ($1,000.00), of said purchase money to be paid to said Trustees in cash and the remainder of said purchase money, to with the sum of Ten Thousand Five Hundred Dollars ($10,500.00), to be paid on the first day of January, nineteen hundred and twenty five; the crops of the current year 1924 were reserved by the Trustees from the operation of the sale; the state and county taxes for the year 1924 to be paid by the Trustees; the premium of fire insurance on the buildings on the farm to be adjusted to January 1st. 1925; and the said purchaser, J. William Keith, to be entitled to possession of said tract of land or farm on January 1st. 1925, with the right of an incoming tenant during the fall of the year 1924.

5. That the said J. William Keith has paid to the said Trustees on account of said purchase money the cash deposit of One Thousand Dollars ($1,000.00) and has agreed subject to the ratification of said sale by this Honorable Court, to pay to the said Trustees the balance of said purchase money, to wit: the sum of Ten ThousaNd Five HuNdred Dollars ($10,500.00), oN the first day of JaNuary, NiNeteeN huNdred aNd tweNty five,

6. That before the payment to and receipt by them of the said remainder of said purchase money, the said Trustees desire and hereby request that this Honorable Court may determine and by its order direct the amount of the penalty of the additional bond to be filed by them as Trustees as aforesaid in this cause, as provided by the said order of this Court passed in this cause on December 19, 1922.

Respectfully submitted,

Howard E. Price

Thomas J. Keating

J. Frank Harper,

Trustees.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this twenty first 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, Maryland, personally appeared Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, and each made oath in due form of law that the matters and things stated in the aforegoing First Report of Sale are true as therein set forth to the best of their knowledge and belief, and that the sale therein reported was fairly made.

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

ORDER NISI

IN the matter of the Trust Estate of ANnie E. Bryan.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 2476.

ORDERED, this First day of December, iN the year Nineteen hundred and twenty four, by the Circuit Court for Queen Anne's County in Equity, and by the authority of the said Court, that the private sale made by Howard E. Price, Thomas J. Keating and J. Frank Harper, the Trustees under the deed of trust from Annie E. Bryan to J. William Keith of the real estate mentioned and described by said Trustees in their First Report of Sale filed in the above entitled cause, and reported by said Trustees in their said First Report of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Eighth day of February, 1925; 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 Eighth day of January, 1925.

The Report states the amount of the sale to be $11,500.00.

B. Hackett Turner, Clerk.

Certificate of Publication of Advertisement of Order Nisi.

IN the Matter of the Trust Estate of Annie E. Bryan.
In the Circuit Court for Queen Anne's County in Equity; Cause No. 2476.

ORDERED, this First day of December, iN the year Nineteen hundred and twenty-four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, that the private sale made by Howard E. Price, Thomas J. Keating and J. Frank Harper, the Trustees under the deed of trust from Annie E. Bryan, to J. William Keith, of the real estate mentioned and described by said Trustees in their first Report of Sale filed in the above entitled cause, and reported by said Trustees, in their said First Report of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Eighth day of February, 1925; provided a copy of this Order be inserted in some newspaper printed and published in Queen Annes County, State of Maryland, once in each of four successive weeks before the eighth day of January, 1925.

The Report states the amount of sale to be $11,500.00.

B. HACKETT TURNER, Clerk.

Test:

B. HACKETT TURNER, Clerk.

Filed December 1sT. 1924.

THE CENTREVILLE OBSERVER.

CeNtreville, Md. April 8, 1925.

The CeNtreville Observer Publishing Co. hereby certifies that the Order Nisi in the trust estate of Annie E. Bryan, Cause No. 2476, 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 January, in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. DurNey.

Order of Court Ratifying Sale.

ORDERED, this 8th. day of April, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, that the sale of the real estate made by Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees, under the deed of trust from Annie E. Bryan, mentioned and described in the aforegoing report of sale filed in the above cause and mentioned and described in the aforegoing order nisi, 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 in accordance with the preceding order nisi; and it is further ordered that the said trustees give an additional bond at once in the penalty of eight thousand dollars ($8000.00).

Lewin W. Wickes.

Petition of Trustees for
allowance of a fee to William
R. Horney and Madison Brown, for
legal services rendered by them
to said Trustees in Chancery Cause No. 2555.

Filed Apr. 10th. 1925.

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

In the MATTER of the	)	
	)	
TRUST ESTATE of	)	CAUSE No. 2476.
	)	
ANNIE E. BRYAN.	)	
	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Howard E. Price, Thomas J. Keating, and J. Frank Harper, trustees, in the above cause, unto Your Honors respectfully shows:

1. That as will appear by the report of sale filed in this cause on the first day of December, nineteen hundred and twenty four, your trustees made sale of the farm known as "Chester", mentioned in the deed of trust of this cause, unto one J. William Keith, at and for the sum of eleven thousand five hundred dollars ($11,500.00).

2. That at the time of said sale there was resting on said farm a certain mortgage given by Annie E. Bryan to her six children to secure unto each of them the sum of $1113.49-2/3 at the expiration of six months from the date of the death of the said Annie E. Bryan with interest from the date of her death only, (which mortgage bears date Nov. 1st, 1917, and is recorded in Liber W.F.W. No. 11, folios 164 etc., a land record book of Queen Anne's County).

3. That in order to complete the said sale of said farm it became necessary to procure a release of said mortgage in order that the said land might be sold and conveyed to the said purchaser, J. William Keith, free and clear and discharged of the lien of said mortgage.

4. That subsequent to the delivery of the said mortgage sundry assignments of said mortgage were made by some of the said mortgagees of their respective interests in said mortgage so that at the time of the said sale the sums of money secured by said mortgage were held by a number of persons and in various ways.

5. That a legal proceeding was necessary in order to secure a release of said mortgage on account of the number and nature of the interests involved and the inability to procure voluntary releases from the several parties holding said mortgage interests as aforesaid.

6. That your petitioners employed William R. Horney and Madison Brown, attorneys at law of said County, to institute and conduct the necessary proceedings in this Court against the holders of said mortgage for the purpose of securing a complete release thereof; that said proceedings were instituted in the cause in this Court numbered 2555 and entitled "Howard E. Price, et al., trustees, versus Annie E. Bryan et al", and resulted in the passage by this Court on April 8th. 1925, of a decree appointing a trustee to release the said land from the claims of the mortgagees and all persons claiming by, through or under them; all of which will appear by reference to the proceedings in said Cause number 2555 wherein is filed a certified copy of said mortgage hereinbefore referred to.

7. That one of the results of the said proceedings and of said decree in cause No. 2555 was that the said attorneys succeeded in procuring the restoration to your petitioners as trustees of the estate of the said Annie E. Bryan of the life estate which existed in her favor in the several sums secured by said mortgage at the time said mortgage was made or in its equivalent.

8. That your petitioners are advised that they are entitled to have the services rendered to them by the said attorneys as a result of the employment of the said attorneys by them compensated out of the funds of the estate of the said Annie E. Bryan passing under the deed of trust mentioned in this cause.

Your petitioners therefore pray Your Honors to pass an order allowing their said attorneys a reasonable fee for their said sefvices out of the said estate of the said Annie E. Bryan.

RESPECTFULLY SUBMITTED,

Howard E. Price

Thomas J. Keating

J. Frank Harper.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, have examined the proceedings conducted in Cause No. 2555 of this HoNorable Court by William R. HorNey and Madison Brown as attorneys for the plaintiffs and have considered the services rendered by said attorneys, and in our judgment a fee of $300.00 is a reasonable compensation for the services rendered by the said attorneys in said cause.

Edwin H. Brown, Jr.

H. B. W. Mitchell
Attorneys at Law.

Certified Copy of Bond.
Filed Apr. 21st. 1925.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the tweNty first day of April, iN the year NiNeteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Howard E. Price, Thomas J. Keating and J. Frank Harper, of Queen Anne's County, 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, are held and firmly bound unto the State of Maryland in the full and just sum of Eight thousand dollars, ($8,000.00) 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 eighteenth day of April, in the year nineteen hundred and twenty five.

WHEREAS Annie E. Bryan, of Queen Anne's County, State of Maryland, by her deed of trust bearing date the second day of September, in the year nineteen hundred and twenty two, duly executed and acknowledged agreeably to law, and recorded in Liber J.F.R. No. 10, folio 69 etc., a land record book for Queen Anne's County aforesaid, granted, conveyed and assigned unto the said Howard E. Price, Thomas J. Keating and J. Frank Harper certain property and estate 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.

AND WHEREAS, the Circuit Court for QueeN ANne's County, in Equity, did, on the eighth day of April, in the year nineteen hundred and twenty five, by its order confirming and ratifying the sale of certain real estate heretofore made by the said Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees under said deed of trust, further order that the said Howard E. Price, Thomas J. Keating and J. Frank Harper give an additional bond in the penalty of eight thousand dollars ($8,000.00).

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bouNdeN Howard E. Price, Thomas J. Keating and J. Frank Harper do and shall well and faithfully perform the trust reposed in them by the said deed of trust and by law, or that may be reposed in them 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 to be and remain in full force and virtue in law.

Howard E. Price (SEAL)
Thos. J. Keating (SEAL)
J. Frank Harper (SEAL)

Signed, sealed and delivered
in the presence of
as to Howard E. Price and
Thomas J. Keating:
Wm. R. Horney.

As to J. Frank Harper.

Frances E. Derwart.
Attest: Frances E. Derwart.

UNITED STATES FIDELITY
AND GUARANTY COMPANY.
By William R. HorNey
Its attorney in fact.

Seal's
Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed April 21st. 1925.
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, folio 145, a BoNd record book for QueeN Anne's County.

Seal's
Place.

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 April, in the year 1925.

B. Hackett Turner, Clerk.

Order of Court granting Petition.
Filed May 7th. 1925.

Upon the aforegoing petition and certificate it is on this 7th. day of May, nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County, in Equity, ordered that William R. Horney and Madison Brown be and they are hereby allowed a fee of $300.00, out of the estate of Annie E. Bryan in the above cause for the services rendered the trustees in this cause as set forth in the aforegoing petition, and it is further ordered that Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees in this cause, pay out of the funds of said cause unto the said William R. Horney and Madison Brown the said sum of $300.00 and that they be allowed the same in the next audit between them and the proceeds of the trust estate.

Filed May 7th. 1925. Lewin W. Wickes.

Second Report of Sale.
Filed May 25th. 1925.

In the Matter of the Trust Estate of ANNIE E. BRYAN.	IN the Circuit Court for Queen Anne's County. Cause No. 2476.

To the Honorable, the Judges of said Court:

The Second Report of sale by Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees in the above cause under the deed of trust hereinafter mentioned, to your Honors, respectfully sets forth:

1. That by deed of trust bearing date the Second day of September, nineteen hundred and twenty two, and recorded in Liber J.F.R. No. 10, folios 69, etc., a land record book for Queen Anne's County, Maryland, executed and delivered by Annie E. Bryan to the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees as aforesaid, the estate and property granted, conveyed and assigned by said deed of trust was granted, conveyed and assigned by the said Annie E. Bryan unto the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees as aforesaid, in trust to take possession of said several properties, collect the rents, issues and profits therefrom arising, and to sell the said properties, singly or as an entirety, either at public or private sale, and at such time or times and upon such terms as the said Trustees, in their judgment, might deem advantageous and advisable, and to apply the proceeds of such sale or sales as in said deed of trust provided and directed; and this Honorable Court, by its order passed in this cause on December 19, 1922, assumed jurisdiction over the trust estate created by the aforesaid deed of trust, and the said

Howard E. Price, Thomas J. Keating and J. Frank Harper, duly qualified as Trustees under said deed of trust as directed by said order of this Court by filing in this cause their bond as Trustees as aforesaid in accordance with the provisions of said order; all of which is fully set out in the First Report of Sale made by said Trustees and filed in this cause on the First day of December, nineteen hundred and twenty four.

2. That by virtue and in execution of the said power of sale conferred upon them by the aforesaid deed of trust, the said Howard E. Price, Thomas J. Keating and J. Frank Harper, trustees as aforesaid, after having given notice of the time, place, manner and terms of sale by advertisement published in The Centreville Observor and in The Centreville Record, two newspapers printed and published in Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, did, pursuant to said notice and advertisement, attend in front of the Court House door, in the town of Centreville, Queen Anne's County aforesaid, at the hour of two o'clock P.M., on Tuesday, the twelfth day of May, nineteen hundred and twenty five, and did then and there offer at public sale to the highest bidder the real estate described in said advertisement of sale, to wit: all that tract or parcel of land known as "Denbeigh" or the "Minnie P. Bryan Farm", situate in the Third Election District of Queen Anne's County, Maryland, near Centreville, on the west side of the State Road leading from Centreville to Easton, adjoining the lands of Clayton Wright and the late Richard J. Carter, and containing one hundred and seventy five acres and twenty five perches of land, more or less, being a part of the real estate granted and conveyed by the aforesaid deed of trust, upon the terms set forth in said advertisement of sale, and sold the same to the Centreville National Bank of Maryland, a body corporate, which said The Centreville National Bank of Maryland was then and there the highest bidder therefor, at and for the sum of Sixty Two Dollars and Fifty Cents ($62.50) per acre, making the total amount of the purchase price for the said one hundred and seventy five acres and twenty five perches of land, more or less, the sum of Ten Thousand Nine Hundred and Forty Seven Dollars and Twenty Seven Cents ($10,947.27).

3. That at the time of offering said real estate for sale, the said Trustees announced that the said farm would be sold subject to the right of George Morris, the present tenant thereof, to occupy the same for the balance of the present year and that such notice as would be required to end his said tenancy would have to be given and served by the purchaser; that the landlord's interest in the wheat crop now growing on said farm was reserved from the sale for the benefit of said Trustees and would not pass with the farm to the purchaser; that the purchaser would receive the landlord's share of the tomato crop, sugar corn crop and field corn crop to be grown on said farm during the present year, the purchaser to pay the cost of the fertilizer to be used on said tomato crop and all other landlord's expenses in connection with said crops; that the said Trustees would pay one-half of the State and County taxes levied on said real estate for the current year 1925 and that the purchaser would be expected to pay the other half of the said State and County taxes.

4. The said Trustees further report that the said purchaser, The Centreville National Bank of Maryland has paid to the said Trustees in cash the full amount of the purchase money for the said real estate, to wit: the sum of Ten Thousand Nine Hundred and Forty Seven Dollars and Twenty Seven Cents ($10,947.27). The said Trustees further report that in compliance with the order of this Court passed in this cause on April 8th. 1925, the said Trustees on April 21st. 1925, filed in this cause their additional bond in the penalty of Eight Thousand Dollars ($8,000.00) as directed by said last mentioned order; that the proceeds of the sale of the real estate mentioned in the First Report of Sale filed in this cause, except a small balance thereof, have been applied by the said Trustees to the payment of the costs incident to the said sale and to the payment on account of the mortgage liens upon the said real estate; and that the amount of the two bonds already filed by the said Trustees in this cause exceeds the amount of the said purchase money for the real estate herein reported sold.

5. A certificate of the publication of the said advertisement of sale in The Centreville Observer, a newspaper published as aforesaid in Queen Anne's County aforesaid, is filed herewith.

Respectfully submitted,

Howard E. Price

Thomas J. Keating

J. Frank Harper

Trustees.

STATE OF MARYLAND, QUEEN ANNES COUNTY, TO WIT:

I hereby certify that oN this 25th. day of May, iN the year Nineteen hundred and twenty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Howard E. Price, and THomas J. Keating, two of tHe said Trustees, and each made oath in due form of law that the matters and things stated in the aforegoing Second Report of Sale are true as therein set forth to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Filed May 25tH. 1925.

B. Hackett Turner
Clerk of tHe Circuit Court for
Queen Anne's County, Maryland.

Certificate of Publication of
Advertisement of Sale.

TRUSTEES' SALE OF A VALUABLE FARM

In Queen Anne's County, Maryland, near Centreville.

The undersigned Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, for Annie E. Bryan, by virtue and in pursuance of the power of sale contained in the Deed of Trust from Annie E. Bryan to the said Trustees, dated the 2nd. day of September, 1922, and recorded in Liber J. F. R. No. 10, folios 69 etc., a land record book for Queen Anne's County, aforesaid, will offer at public auction to the highest bidder in front of the Court House door, in tHe town of Centreville, Queen Anne's County, Maryland, on TUESDAY, MAY 12, 1925, beginning at tHe hour of 2 o'clock P.M. the property conveyed by said Deed of Trust, consisting of all that TRACT OR PARCEL OF LAnD known as "Dembeigh", or the "Minnie P. Bryan Farm", situate in the Third Election District of Queen Anne's County, Maryland, near Centreville, and on the west side of the State Toad leading from Centreville to Easton, adjoining the lands of Clayton Wright and the late Richard J. Carter, and containing 175 ACRES and 25 perches of land, more or less.

The improvements consist of a large recently shingled dwelling house in excellent repair: silo and other outbuildings. This farm is fertile and productive, and all of the land is arable with the exception of 22 acres in woodland.

The location of this property is desirable and attractive, it being about two miles from the town of Centreville, on the aforesaid State Road from Centreville to Easton.

TERMS OF SALE--One-third of the purchase money to be paid in cash on the day of sale, and the balance of the purchase money to be paid in two equal installments payable respectively in one and two years from the day of sale, with interest on each installment from the said day of sale, and the payment thereof to be secured by the notes of the purchaser or purchasers with surety or sureties to be approved by the undersigned; or the whole purchase money may be paid in cash, at the option of the purchaser or purchasers. A cash deposit of $1000.00 required at the time of sale. Further particulars will be made known on the day of sale.

Howard E. Price,
Thomas J. Keating,
J. Frank Harper,
Trustees.

Madison Brown and William
R. Horney, Attorneys.
T. Frank Seward, Auctioneer.

THE CENTREVILLE OBSERVER.

CeNtreville, Md. May 25, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Trustee's Sale in the case of the Deed of Trust from Annie E. Bryan, to Howard E. Price, Thomas J. Keating and J. Frank Harper, 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, the last issue being before the 12th. day of May in the year 1925.

The Centreville Observer Publishing Co.

Filed May 25th. 1925.

By Bertha G. Durney.

ORDER NISI

IN the Matter of the Trust Estate of ANnie E. Bryan. | In the Circuit Court for Queen Anne's County in Equity. Cause No. 2476.

ORDERED, this 25th. day of May, in the year nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the public sale made by Howard E. Price, Thomas J. Keating and J. Frank Harper, the Trustees under the deed of trust from Annie E. Bryan, to The Centreville National Bank of Maryland of the real estate mentioned and described by said Trustees in their Second Report of Sale filed in the above entitled cause, and reported by said Trustees in their Second Report of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st. day of August, 1925; 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 1st day of July, 1925.

The Report states the amount of the sale to be $10,947.27.

Filed May 25th. 1925. B. Hackett Turner, Clerk.

Certificate of Publication
of Order Nisi.
Filed Aug. 3rd. 1925.

ORDER NISI

IN The Matter of the Trust Estate of Annie E. Bryan
In The Circuit Court for Queen Anne's County, In Equity. Cause No. 2476.

Ordered, This 25th. day of May, in the year nineteen hundred and twenty-five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the public sale made by Howard E. Price, Thomas J. Keating and J. Frank Harper, the Trustees under the deed of trust from Annie E. Bryan, to The Centreville National Bank of Maryland of the real estate mentioned and described by said Trustees in their Second Report of Sale filed in the above entitled cause, and reported by said Trustees in their said Second Report of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August, 1925:- 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 1st day of July, 1925.

The Report states the amount of the sale to be $10,947.27.

Filed May 25th. 1925.
B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER.

CeNtreville, Md., Aug. 3, 1925.

The Centreville Observer Publishing Co., hereby certifies that the Order Nisi, in the case of Trust Estate of Annie E. Bryan, Cause No. 2476 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 1st day of July in the year 1925.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

ORDER OF COURT

ORDERED, this 3rd. day of August, in the year nineteen hundred and twenty five, 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 Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under the deed of trust from Annie E. Bryan, mentioned and described in the aforegoing Second Report of Sale filed in the above cause and mentioned and described in the aforegoing order nisi, 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 in accordance with the preceding order nisi.

Lewin W. Wickes.

Filed Aug. 4th. 1925.

Petition of Trustees for an allowance of a fee to Madison Brown and William R. Horney forllegal services rendered by them to said Trustees in Chancery Cause No. 2600;

Filed Aug. 31st. 1925.

IN the Matter of the Trust	)	IN the Circuit Court for
Estate of ANNIE. E. BRYAN.	)	QueeN ANNe's County
	)	in Equity.
	)	Cause No. 2476.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The PetitioN of Howard E. Price, Thomas J. KeatiNg aNd J. FraNk Harper, Trustees in the above cause, unto your Honors respectfully shows:

1. That as will appear by the Report of Sale filed in this cause on the twenty fifth day of May, nineteen hundred and twenty five, your Trustees made sale of the farm known as "Dembeigh", mentioned in the deed of trust in this cause, unto The Centreville National Bank of Maryland at and for the sum of Ten Thousand Nine Hundred Forty Seven Dollars and Twenty Seven Cents ($10,947.27).

2. That at the time of said sale there was resting on said farm a certain mortgage given by Annie E. Bryan to her six children to secure unto each of them the sum of Ten Hundred and Thirty Three Dollars and Eighty Three and One-Third Cents ($1,033.83-1/3) at the expiration of six months from the date of the death of the said Annie E. Bryan, with interest from the date of her death only, (which said mortgage bears date the first day of November, Nineteen hundred and seventeen, and recorded in Liber W.F.W. No. 11, folios 169 etc., a land record book for Queen Anne's County, State of Maryland).

3. That in order to complete the said sale of said farm it became necessary to procure a release of said mortgage in order that the said land might be sold and conveyed to the said purchaser, The Centreville National Bank of Maryland, free, clear and discharged of the lien of said mortgage.

4. That subsequent to the delivery of said mortgage sundry assignments of said mortgage were made by some of the mortgagees of their respective interests in said mortgage so that at the time of the said sale the sums of money secured by said mortgage were held by a number of persons and in various ways.

5. That a legal proceeding was necessary in order to secure a release of said mortgage on account of the number and nature of the interests involved and the inability to procure voluntary releases from the several parties holding said mortgage interests as aforesaid.

6. That your Petitioners employed Madison Brown and William R. Horney, Attorneys at Law, of Queen Anne's County aforesaid, to institute and conduct the necessary proceedings in this Court, against the holders of said mortgage for the purpose of securing a complete release thereof; that said proceedings were instituted in the cause in this Court entitled "Howard E. Price, et al., Trustees, vs. Albert W. Bryan et al.", being Chancery Cause No. 2600, and resulted in the passage by this Court on the 27th day of August, nineteen hundred and twenty five, of a decree appointing a trustee to release the said land from the claims of the mortgagees and all persons claiming by, through or under them; all of which will appear by reference to the proceedings in said Chancery Cause No. 2600, wherein is filed a certified copy of said mortgage hereinbefore referred to.

7. That one of the results of the said proceedings and of the said decfee in Chancery Cause No. 2600 was that the said attorNeys succeeded in procuring the restoration

to your Petitioners as Trustees of the estate of the said Annie E. Bryan of the life estate which existed in her favor in the several sums secured by said mortgage at the time said mortgage was made or in its equivalent.

8. That your Petitioners are advised that they are entitled to have the services rendered to them by the said attorneys as a result of the employment of the said attorneys by them compensated out of the funds of the estate of the said Annie E. Bryan passing under the deed of trust mentioned in this cause.

Your Petitioners, therefore, pray your Honors to pass an order allowing their said attorneys a reasonable fee for their said services out of the said estate of the said Annie E. Bryan.

Respectfully submitted,

Howard E. Price
Thos. J. Keating
J. Frank Harper.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, have examined the proceedings conducted in Chancery Cause No. 2600 of this Court by Madison Brown and William R. Horney, as attorneys for the Plaintiffs, and have considered the services rendered by said attorneys and in our judgment a fee of $200.00 is a reasonable compensation for the services rendered by the said attorneys in said cause.

Edwin H. Brown, Jr.

Chas. E. Tucker
Attorneys at Law.

ORDER OF COURT

Upon the aforegoing Petition and Certificate it is on this 7th. day of Sept. nineteen hundred and twenty five, by the Circuit Court for Queen Anne's County in Equity, ORDERED that Madison Brown and William R. Horney be and they are hereby allowed a fee of $200.00 out of the estate of Annie E. Bryan in the above cause for the services rendered the Trustees in this Cause as set forth in the aforegoing Petition, and it is further ordered that Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees in this cause, pay out of the funds of said cause unto the said Madison Brown and William R. Horney the said sum of $200.00 and that they be allowed the same in the audit between them and the proceeds of the trust estate.

Lewin W. Wickes

Filed Sept. 12th. 1925.

THIRD REPORT OF SALE.
Filed June 4th. 1927.

In the Matter of the Trust Estate of ANNIE E. BRYAN.	In the Circuit Court for Queen Anne's County in equity. Cause No. 2476.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Third Report of Sale by Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees in the above cause under the Deed of Trust hereinafter mentioned, to your honors, respectfully sets forth:

1. That by Deed of Trust bearing date the second day of September, nineteen hundred and twenty two, and recorded in Liber J. F. R. No. 10, folios 69, etc., a land record book for Queen Anne's County, State of Maryland, executed and delivered by Annie E. Bryan to the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees as aforesaid, the estate and property granted, conveyed and assigned by said deed of trust was granted, conveyed and assigned by the said Annie E. Bryan to the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees as aforesaid, in trust to take possession of said several properties, collect the rents, issues and profits therefrom arising, and to sell the said properties, singly or as an entirety, either at public or private sale, and at such time or times and upon such terms as the said Trustees, in their judgment, may deem advantageous and advisable, and to apply the proceeds of such sale or sales as in said Deed of Trust is provided and directed; and this Honorable Court, by its order passed in this cause on the 19th day of December, 1922, assumed jurisdiction over the Trust estate created by the aforesaid Deed of Trust, and the said Howard E. Price, Thomas J. Keating and J. Frank Harper duly

qualified as Trustees under said Deed of Trust as directed by said order of this Court by filing in this cause their bond as Trustees as aforesaid in accordance with the provisions of said order, all of which is fully set out in the First Report of Sale made by said Trustees and filed in this cause on the 1st day of December, 1924.

2. That by virtue and in execution of the said power of sale conferred upon them by the aforesaid Deed of Trust, the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees as aforesaid, in their judgment deeming the sale of the tract of land or farm hereinafter described at this time at private sale upon the terms and at the price hereinafter set forth to be advisable and advantageous to this trust estate, did, on the second day of June, nineteen hundred and twenty seven, sell at private sale unto the Isla Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, at and for the sum of Eighteen Thousand and Five Hundred Dollars ($18,500.00), the following described real estate, to wit: ALL that tract of land or farm, known as the "Annie E. Bryan Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being on Bordley's 'sland or Wye Island in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the land of (or formerly of) William W. Paca and the land of John R. Whaley, and containing two hundred fifty eight acres and nineteen perches of land, more or less, being composed of two parcels of land now embraced in and constituting the said above described farm, one of said parcels containing two hundred fifty one acres and nineteen perches of land, more or less, and the other of said parcels containing seven acres of land, more or less, the said tract of land or farm being the same land which was conveyed to the said Annie E. Bryan by William J. Price and Eliza A. Price, his wife, by the indenture bearing date the ninth day of July, eighteen hundred and ninety two, and recorded in Liber W. D. No. 7, folios 261, etc., a land record book for Queen Anne's County, Maryland; that the sale of said tract of land or farm unto the said body corporate, The Isla Corporation, was made upon the following terms, that is to say: the sum of Six Thousand Five Hundred Dollars ($6,500.00) of said purchase money to be paid to the said Trustees in cash and the remainder of said purchase money, to wit: the sum of Twelve Thousand Dollars ($12,000.00), to be paid upon the ratification of the sale by this Court in these proceedings; that there should be allowed to W. Hermon Hopkins, the broker representing the purchaser, a commission of five per centum upon the said purchase price as a deduction therefrom, making the net amount of the sale to this trust estate the sum of Seventeen Thousand Five Hundred and Seventy Five Dollars ($17,500.00); that the wheat crop now growing on said farm is reserved by the Trustees from the operation of the sale; that the State and County taxes for the year 1927 are to be paid by the Trustees; and that the insurance on the buildings on said property is to be adjusted as of the day of sale.

3. That the said body corporate, The Isla Corporation, has paid to the said Trustees on account of said purchase money the cash deposit of Six Thousand Five Hundred Dollars ($6,500.00), and has agreed, subject to the ratification of said sale by this Honorable Court, to pay to the said Trustees the balance of said purchase money, to wit: the sum of Twelve Thousand Dollars ($12,000.00), upon the ratification of the sale by this Court.

4. That before the payment to and receipt by them of the said remainder of said purchase money, the said Trustees desire and hereby request that this Honorable Court may determine and by its Order direct the amount of the penalty of the additional bond, if any, to be filed by them as Trustees as aforesaid in this cause.

Respectfully submitted,

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this fourth day of June, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, and each made oath in due form of law that the matters and things stated in the aforegoing Third Report of Sale are true as therein set forth to the best of their knowledge and belief, and that the sale therein reported was fairly made.

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

N I S I.

In the Matter of the Trust Estate of Annie E. Bryan.	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY.
	CHANCERY NO. 2476.

ORDERED, This 4th. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th. 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 10th. day of July next.

The Report states the amount of sales to be $18,500.00.

Filed June 6th. 1927. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed Aug. 12th. 1927.

ORDER NISI.

In the Matter of the Trust Estate of Annie E. Bryan.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2476.

Ordered, This 4th. day of June, A. D., 1927, that the sale of the real estate made and reported in this cause by Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th. 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 10th day of July next.
The Report states the amount of sales to be $18,500.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Aug 11, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the Matter of the Trust Estate of Annie E. Bryan, Chy #2476, 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, Queen Anne's County, Maryland, once a week for each of four successive weeks before the 10th. day of July, in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

REPORT OF PUBLICATION OF
NOTICE TO CREDITORS.
Filed June 30th. 1927.

In the Matter of the Trust Estate of ANNIE E. BRYAN.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2476.

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under Deed of Trust from Annie E. Bryan, unto your Honors respectfully shows:

1. That in accordance with the order of this Honorable Court, passed on the 19th day of December, 1922, in this cause, they gave notice to all creditors of the said Annie E. Bryan to file their claims, with the proper vouchers thereof, with the Clerk of this Court, within six months from the date of the first insertion of said notice as an advertisement in a newspaper printed and published in Queen Anne's County, Maryland,

2. That the said advertisement of Trustees' Notice to Creditors was inserted and published in the Centreville Observer, a newspaper printed and published in Queen Anne's County aforesaid, once a week for four successive weeks, the first publication thereof having been made in said newspaper on the 26th day of July, 1924, as will appear from a copy of said advertisement of Trustees' Notice to Creditors and to the certificate of publication thereof filed herewith as a part of this Report and marked "Exhibit No. A".

Respectfully submitted,

Howard E. Price

Thos. J. Keating

J. Frank Harper

Trustees under Deed of Trust from
Annie E. Bryan.

STATE OF MARYLAND, }
QUEEN ANNE'S COUNTY, } To wit:

I HEREBY CERTIFY that on this Thirtieth day of June, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under Deed of Trust from Annie E. Bryan, and each made oath in due form of law that the matters and things stated in the aforegoing REPORT are just and truetas therein stated to the best of their knowledge and belief.

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

CERTIFICATE OF PUBLICATION OF
TRUSTEE'S NOTICE TO CREDITORS.
Filed June 30th. 1927. "EXHIBIT NO. A".

IN THE MATTER OF THE TRUST ESTATE OF ANNIE E. BRYAN.

In the Circuit Court for Queen Anne's County, in Equity; Cause No. 2476.

Pursuant to an order of Court, passed in the above entitled cause, notice is hereby given by the undersigned trustees under the deed of trust from said Annie E. Bryan to all creditors of the said Annie E. Bryan to file their claims, with the proper vouchers therefor, with the Clerk of said Court, within six months from the date of the first insertion of this notice as an advertisement in a newspaper printed and published in Queen Anne's County, Maryland, that is to say, within six months from the twenty-sixth day of July, 1924.

HOWARD E.PRICE

THOMAS J. KEATING

J. FRANK HARPER,

Trustees under Deed of Trust
from Annie E. Bryan.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., June 8th. 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Trustees' Notice to Creditors in the matter of the trust estate of Annie E. Bryan, 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, the first publication thereof having been on the 26th day of July, 1924, more than six months before the 27th day of January in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By S. Chas. Walls, Pres.

FINAL ORDER OF RATIFICATION.

In the Matter of the Trust Estate of ANNIE E. BRYAN.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2476.

ORDERED, this 12th. day of August, in the year nineteen hundred and twenty seven, 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 Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees under the Deed of Trust from Annie E. Bryan, mentioned and described in the aforegoing Third Report of Sale filed in the above cause and mentioned in the aforegoing Third Report of Sale filed in the above cause and mentioned in the aforegoing order nisi, be, and the same is hereby finallyrratified 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 nisi.

Filed Aug. 12th. 1927. Lewin W. Wickes.

REPORT & ACCOUNT OF THE
SPECIAL AUDITOR.
Filed Jan. 20th. 1928.

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

IN THE MATTER OF THE TRUST)
ESTATE OF ANNIE E. BRYAN. (Cause No. 2476.

The Report and Account of Thomas J. Keating, Junior, Special Auditor appointed by this Honorable Court by its order dated December twenty ninth, nineteen hundred and twenty seven, and filed in this cause, respectfully shows unto your Honors:

That after taking the oath prescribed by law your Special Auditor has proceeded to state the audit of sales reported in this cause by Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, in manner following:

Your Special Auditor has charged the said Trustees with the gross proceeds of sale of the three parcels of real estate shown by the Trustees' first, second and third reports of sale, respectively, and has allowed the said Trustees commissions on said amounts of said sales at the rate of six per cent as provided by the deed of trust under which they are acting as Trustees. Your Special Auditor has then allowed the said Trustees credit for the expenditure of various sums of money representing costs and expenses chargeable against the proceeds of sale of the various parcels of land in the selling of which such costs were incurred, including therein certain costs and expenses incurred by these Trustees in connection with the institution of two chancery suits in the Circuit Court for Queen Anne's County, in Equity, for the purpose of effecting a sale of the two pieces of real estate mentioned in said proceedings by releasing certain mortgages against said two farms, (all of which will fully appear by reference to chancery cause no. 2555 and chancery cause No. 2600 and by the decrees passed therein). Your Special Auditor has then allowed the Trustees credit for certain expenditures representing costs, not attributable to the sale of any particular farm but incident to the conduct of all three sales collectively.

Those costs and disbursements which have actually been paid or made by the Trustees are shown by the account as "paid", there being a voucher for each one of said items. Those which have not been paid are shown as "Due". A voucher number stands opposite each item but there have only been produced to your Special Auditor vouchers for the items marked "paid".

The net proceeds of sale of the three farms, amounting to Six Thousand, two hundred and thirty-one dollars and fifty cents, have been audited to Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, to be distributed by them in accordance with the terms of the deed of trust under which they are acting as Trustees.

Respectfully submitted,

Thos. J. Keating, Jr.
SPECIAL AUDITOR.

Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, are charged with the gross proceeds of sale of the farm known as Chester, as per Trustees' First Report of Sale filed in this cause:

$11,500.00

Voucher No. And are credited with:

1.	An amount due the Trustees for commissions on said sale at six per cent as provided by deed of trust,	$ 690.00
2.	An amount paid William R. Horney, Trustee in Chancery cause No. 2555 (being the amount due Mortgagees under first mortgage on said farm (as directed by deed of trust)	6680.98
3.	And an amount paid B. Hackett Turner, Clerk for recording releases in said cause No. 2555.	9.00
4.	And an amount paid L. Tilghman Hayden for revenue stamps used in said cause No. 2555,	5.75
5.	And an amount paid Bertha G. Durney for Notary fee in taking acknowledgments in said cause No. 2555	2.40
6.	And an amount paid Centreville Observer Publishing Company for publishing order nisi in said cause No. 2555,	5.00
7.	And an amount paid U.S.F.& G. Co. for Trustees' Bond in said cause No. 2555,	21.00
8.	And an amount paid Madison Brown and William R. Horney, Attorneys, as a fee in conducting cause No. 2555, as per order of this Court passed in the present cause on the seventh day of May, nineteen twenty five,	300.00

Contd. to Page 572.

Brot. forward from folio 190.

Inter 3. Were you or not acquainted with Risdon Bishop named in the will of your father and with Sarah N. Smith, also named in the will of your father?

Ans. I was well acquainted with them for they were my brother and sister. They both died in the lifetime of my father.

Inter. 4. Please state the names of the children, if any, of Risdon Bishop living at the time of the death of your father and please give the names of the issue if any living at the time of the death of your father of those children of your brother Risdon Bishop who died in the lifetime of John Bishop, your father?

Ans. Risdon Bishop died in 1912. He left living two sons, Risdon Bishop and Hydie Bishop. Two children of Risdon Bishop died in the lifetime of my father leaving issue, Anna Bishop, who marrie_ Wm. T. Harris and Claudia Bishop who married Ralph Baynard, both Anna and Claudia died in the lifetime of John Bishop, my father. Anna Harris left one child, Wm. T. Harris, junior, who is now living and who is an infant. Claudia died in the lifetime of John Bishop, my father, and she has two sons now living, both infants, one named Ralph Baynard, junior, and the other named Risdon Baynard. These three boys are the only issue of my brother Risdon Bishop living at the time of the death of my father from children of Risdon Bishop, dieing in the lifetime of my father.

Inter 5. Please state the names of the children of your sister Sarah N. Smith living at the time of the death of your father and also the names of the issue if any, living at the time of the death of your father from those children of Sarah N. Smith dying in the lifetime of your father?

Ans. Sarah N. Smith left three children all who were living at the time of the death of my father, S. Newton Smith, Mildred Thompson and James Smith. She had not issue living at the time of the death of my father from children who died in the life time of my father.

Examiners Special.

Ans. I do not.

Clarence T. Bishop.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The additioNal report of the auditor respectfully sets forth:
That he has taken the above set out testimony for the purposes mentioned in his report above set forth.

That from this testimony which has been given by two sons of John Bishop, the testator, the auditor finds as follows:

First: that the only persons entitled to the one-ninth of the estate of the testator given by Item 8 of the will to the children of Sarah N. Smith etc., are S. Newton Smith, Mildred Thompson and James Smith, to whom distribution of said share is made in the account of the auditor filed October 2, 1925.

Second: that the only persons entitled to the one-ninth of the property of the testator given by paragraph seven of the will of the testator are Risdon Bishop, Hydie Bishop, Wm. T. Harris, junior, who are each entitled to one-fourth of said one-ninth and Ralph Baynard, junior, and Risdon Baynard each of whom are entitled to one-eighth and one-ninth; that as will appear by said account filed October 2, 1925, said one-ninth is divided among these parties in accordance with the proportions just mentioned.

And the auditor states that the charges or costs of taking this additional testimony are as follows:

Charges of the auditor $ 4.50
Charges of the clerk, to be ascertained from him as he is now absent from town.

Respectfully submitted,

Madison Brown
Auditor.

Third Report of Sale filed June 4th, 1927.

In the Matter of the Trust Estate of Annie E. Bryan

In the Circuit Court for Queen Anne's County in Equity Docket No 2476.

To the Honorable, the Judges of said Court:

The Third Report of Sale by Howard E. Price, Thomas J. Keating and Frank Harper, Trustees in the above cause under the Deed of Trust hereinafter mentioned, to your Honors, respectfully sets forth:

1. That by deed of Trust bearing date the second day of September, nineteen hundred and twenty two and recorded in Liber J.F.R. No. 10, folios 69, etc., a Land Record Book for Queen Anne's County, State of Maryland executed and delivered by Annie E. Bryan to the said Howard E. Price, Thomas J. Keating and J. Frank Harper Trustees as aforesaid the assets and property granted, conveyed and assigned by said Deed of Trust was granted conveyed and assigned by the said Annie E. Bryan unto the said Howard E. Price, Thomas J. Keating and J. Frank Harper Trustees as aforesaid in trust to take possession of said general properties, collect the rents, issues and profits therefrom arising, and to sell the said properties, singly or as an entirety, either at public or private sales and at such time or times and upon such terms as the said Trustees, in their judgment, might deem advantageous and advisable and to apply the proceeds of such sale or sales as in said Deed of Trust is provided and directed; and this Honorable Court, by its order passed in this cause on the 19th day of December, 1922, assumed jurisdiction over the Trust estate created by the aforesaid Deed of Trust, and the said Howard E. Price, Thomas J. Keating and J. Frank Harper duly qualified as Trustees under said Deed of Trust as directed by said order of Court by filing in this cause their bond as Trustees as aforesaid in accordance with the provisions of said order, all of which is fully set out in the first Report of Sale made by said Trustees and filed in this cause on the 1st day of December, 1924. 2. That by virtue and in execution of the said power of sale conferred upon them by the aforesaid Deed of Trust, the said Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees as aforesaid, in their judgment deeming the sale of the Tract of land or Farm hereinafter described at this time at private sale upon the terms and at the price hereinafter set forth to be advisable and advantageous to the trust estate, did, on the second day of June, nineteen hundred and twenty seven, sell at private sale unto The Isla Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, at and for the sum of Eighteen Thousand and Five Hundred Dollars ($18,500.00), the following described real estate, to wit: all that tract of land or Farm, known as the "Annie E. Bryan Farm", or by whatsoever other name or names the same may be called or known, situate, lying and being on Bordley's Island or Wye Island in the Fifth Election District of Queen Anne's County, State of Maryland adjoining the land of (or formerly of) William H. Raca and the land of John R. Wholey, and containing two hundred fifty eight acres and nineteen perches of land, more or less, being composed of two parcels of land now embraced in and constituting the said above described farm, one of said parcels containing two hundred fifty one acres and nineteen perches of land, more or less, and the other of said parcels containing seven acres of land, more or less, the said tract of land or farm being the same land which was conveyed to the said Annie E. Bryan by William J. Price and Eliza A. Price, his wife, by the indenture bearing date the ninth day of July, eighteen hundred and ninety two, and recorded in Liber W.D. No. 7, folios 261, etc., a Land record book for Queen Anne's County, Maryland; that the sale of said tract of land or farm unto the said body corporate, The Isla Corporation, was made upon the following terms, that is to say: the sum of Six Thousand Five Hundred Dollars ($6,500.00) of said purchase money to be paid to the said Trustees in cash and the remainder of said purchase money to be paid to the said Trustees in cash and the remainder of said Trustees in cash and the remainder of said purchase money, to wit: the sum of Twelve Thousand Dollars ($12,000.00) to be paid upon the ratification of the sale by this Court in these proceedings; that there should be allowed to Merman Hopkins, the broker representing the purchaser, a commission of five per centum upon the said purchase price as a deduction therefrom, making the net amount of the sale to this trust estate the sum of Seventeen Thousand Five Hundred and Seventy five ($17,575.00); that the wheat crop now growing on said farm is reserved by the Trustees from the operation of the sale; that the said State and County taxes for the year 1927 are to be paid by the Trustees; and that the insurance on the buildings on said property is to be adjusted as of the day of sale.

3. That the said body corporate, The Iola Corporation, has paid to the said Trustees on account of said purchase money the cash deposit of Five Thousand Five Hundred ($6,500.00) and has agreed subject to the ratification of said sale by this Honorable Court, to pay to the said Trustees the balance of said purchase money, to wit: the sum of Twelve Thousand Dollars ($12,000.00) upon the ratification of the sale by this Court

4. That before the payment to and receipt of the said remainder of said purchase money, the said Trustees desire and hereby request that this Honorable Court may determine and by its order direct the amount of the penalty of the additional bond, if any, to be filed by them as Trustees as aforesaid in this cause.

Respectfully submitted
Howard E. Bruce
Thos. J. Keating
J. Frank Harper, Trustees

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

I hereby certify that on this fourth day of June, in the year nineteen hundred and twenty seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Howard E. Bruce, Thomas J. Keating and J. Frank Harper, Trustees, and each made oath in due form of law that the matters and things stated in the aforegoing Third Report of Sales are true as therein set forth to the best of their knowledge and belief and that the sale was fairly made.

$18,500.00

B. Hackett Turner, Clerk of the Circuit Court for Queen Anne's County

Nisi

In the matter of the trust Estate of Annie E. Bryan } In the Circuit Court for Queen Anne's County, In Equity. Chancery No 2476

Ordered, this 4th day of June A.D. 1927, that sale of the real estate made and reported in this cause by Howard E. Bruce, Thomas J. Keating and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of August; 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 July next.

The Report states the amount of sales to be $18,500.00.

Filed June 6th 1927.

B. Hackett Turner, Clerk

Certificate of Publication of Order Nisi

In the Matter of the Trust Estate of Annie E. Bryan } In the Circuit Court for Queen Anne's County, In Equity, Chancery No 2476

Ordered, this 4th day of June A.D. 1927 that the sales of the real estate made and reported in this cause by Howard E. Bruce, Thomas J. Keating and J. Frank Harper, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of July next.

The Report states the amount of sales to be $18,500.00

B. Hackett Turner, Clerk

True copy
Test: B. Hackett Turner, Clerk

Filed June 6th 1927.

The Centreville Record, Centreville, Md. Aug 11-1927

The Centreville Record Publishing Co. hereby certifies that the Order Nisi in the Matter of the Trust Estate of Annie E. Bryan, Chy #2476, 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 July in the year 1927.

The Centreville Record Publishing Co.
Lida Hopkins

Final Order of Ratification

In the Matter of the Trust Estate of Annie E. Bryan } In the Circuit Court for Queen Anne's County, in Equity, Cause No 2476

Ordered, this 12th day of August, in the year Nineteen Hundred and twenty seven, 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 Howard E. Bruce, Thomas J. Keating and J. Frank Harper, Trustees under the Deed of Trust from Annie E. Bryan, mentioned and described in the aforegoing Third Report of Sale filed in the above cause and mentioned in the aforegoing Order nisi, 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 in accordance with the preceding Order Nisi.

Filed Aug. 12th 1927.

Lewis W. Wickes

No. 2629 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of November, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Henry Hollyday, T. Hughlett Henry and G. Elbert Marshall, all of Talbot County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of five hundred ($500.00) dollars, lawful money of the United States, to be paid to the said State of Maryland, or its certain attorney or assigns, to the payment thereof 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 seventh day of November, in the year of our Lord one thousand nine hundred and twenty five.

WHEREAS, by assignment dated the sixth day of November, A.D. 1925, and about to be recorded among the land records of Queen Anne's County, Md. the above bounden Henry Hollyday became the assignee of a certain mortgage from Raymond Carter and Lottie Carter, his wife, to John C. Skinner, dated October 11, 1919, and duly of record in Liber J.F.R. No. 3, folios 191, etc., one of the land record books of Queen Anne's County, Md. in which said mortgage the lands there described were conveyed to secure the sum of $300.00 with interest, etc., recited in said mortgage, and
WHEREAS, default having been made in the covenants and conditions of said mortgage, the said Henry Hollyday, assignee as aforesaid, is about to sell the mortgaged land as conveyed and described in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Henry Hollyday do and shall well and faithfully perform the trust reposed in him under the power of sale contained in said mortgage, and shall abide and perform 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:
Melba R. Covey.

Henry Hollyday. (SEAL)
T. Hughlett Henry (SEAL)
G. Elbert Marshall (SEAL)

Easton, Maryland, November 7th. 1925.

I would approve the withiN BoNd if offered in the Circuit Court for Talbot County, Maryland.

Seal's Place.

Chas. B. Lloyd.
Clerk of the Circuit Court for Talbot County, Maryland.

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. 190 etc., a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 9th. day of November, in the year 1925.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage.

#7296. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twentieth day of October, in the year nineteen hundred and nineteen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this Eleventh day of October, in the year nineteen hundred and nineteen, by Raymond Carter and Lottie Carter, his wife, of Queen Anne's County, in the State of Maryland.

Whereas, the said Raymond Carter and Lottie Carter, his wife, have borrowed of John C. Skinner, the sum of Three Hundred Dollars, ($300.00), in order to complete the payment of the purchase money of the property hereinafter described and conveyed, and it was the condition precedent agreement to the making of said loan that this mortgage be executed for the payment of said money and the interest due thereon at the rate of six per cent, payable semiannually from the date of these presents, and this mortgage to be for the period of three years from the date hereof.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Raymond Carter and Lottie Carter, his wife, do hereby

grant and convey unto the said John C. Skinner, his heirs and assigns, in fee simple, the following real estate, to wit:

ALL that tract, or parcel of land lying and being in Queen Anne's County, State of Maryland, called "Brooley Lambeth", contained within the metes and bounds, courses and distances, to wit: Beginning in the centre of the main road leading from Hall's Cross Roads to Wye Mills and running thence north twenty four and one half degrees west forty perches and three-tenths; thence north eighty six and one half degrees east fifty eight and four-tenths perches; thence south thirty four degrees west twenty five perches; thence south fifty four aand three fourths degrees west thirty three and eight-tenths perches, containing seven (7) acres, three (3) roods and eight (8) perches of land, more or less, being the same and all the land conveyed unto the said Raymond Carter and Lottie Carter, his wife, in the deed from John Wesley Wilson and Emily Wilson, his wife, and others, the heirs at law of John Alexander White, to which said deed, which is to be recorded immediately preceding the recording of this mortgage, 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 Raymond Carter and Lottie Carter, his wife, their heirs, executors, administrators or assigns shall well and truly pay to the said John C. Skinner, his executors, administrators or assigns, the aforesaid sum of Three hundred Dollars, and interest to accrue thereon, when and as the same shall become due andpayable, 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 Raymond Carter and the said Lottie Carter, their heirs and assigns shall possess said property.

And the said Raymond Carter and the said Lottie Carter, for themselves and for 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 the insurable value thereof in some Company or Companies approved by the said John C. Skinner, 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, tothe 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 John C. Skinner, 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 Anne8s 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 Mortgagors, 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 John C, Skinner, 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 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 saleof real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Raymond Carter and the said Lottie Carter, for themselves and for their heirs, executors, administrators and assigns hereby covenant to pay.

WITNESS the hands and seals of the said Mortgagors the day and year first above written.

Raymon . Carter (SEAL)

TEST: J. McK. Tilghman.

Lottie Carter (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY that on this Eleventh day of October, in the year nineteen hundred and nineteen, before the subscriber, a Justice of the Peace of the State of Mayland, in and for Queen Anne's County aforesaid, personally appeared Raymond Raymond Carter and Lottie Carter, his wife, and did each acknowledge the aforegoing Mortgage to be their respective act and deed; and also at the same time before me personally appeared also John C. Skinner, the within named Mortgagee, and did made 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.

Queen Anne's CounTy, To wit: Be it remembered that on the fifth day of November, in the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within Mortgage to Frank W. Melvin, without recourse.

Witness my hand and seal this 5th. day of November, A.D. 1925.

Witness: Henry Hollyday. John C. Skinner (SEAL)

Queen Anne's County, to wit: Be it remembered that on the ninth day of November, i n the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

I hereby assign the within mortgage to Henry Hollyday for the purpose of foreclosure. Witness my hand and seal this Sixth day of November, A.D. 1925.

Frank W. Melvin (SEAL)

Witness: Dorothy A. Fitzgerald.

November 1925.

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. #3, folio 191 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this seventeenth day of Nov. A. D. nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Dec. 5th. 1925.

Henry Hollyday, Assignee,	(	IN THE CIRCUIT COURT
vs.	)	For QueeN Anne's County, in Equity.
Raymond Carter and Lottie Carter, his wife.	( )	

To the Honorable, the Judges of said Court:

The report of Henry Hollyday, Assignee of a certain mortgage from Raymond Carter and Lottie Carter, his wife, to John C. Skinner, dated October 11th. 1919, and recorded in Liber J.F.R. No. 3 folios 191 etc., one of the Land Records of of Queen Anne's County,

Maryland, and to him duly assigned which assignment has been duly recorded among the said Land Records, at the foot or the said mortgage, default having occurred in the covenants and conditions therein, shows that after giving Bond, with security, for the faithful discharge of the trust, and having given twenty-one days' notice of the time, place, manner and terms of sale, by advertisement in the The Centreville Record, a paper printed in Queen Anne's County, he did, pursuant to said notice, attend the place of sale on the Fifth day of December, in the year nineteen hundred and twenty-five between two and four o'clock P.M. and then and there proceeded to sell the property mentioned in said Mortgage and advertisement, to-wit:

All and singular that tract or parcel of land situate, lying and being in Queen Anne's County, State of Maryland, called "Brooley Lambeth", containing the quantity of Seven (7) acres, three (3)roods and eight (8) perches of land, more or less, and fully described by metes and bounds, etc., in said mortgage; and also fully described by metes and bounds, courses and distances in a Deed from John Wesley Wilson and wife, and others, heirs at law of John Alexander White, deceased, to the said Raymond Carter, bearing date October 11, 1919, and duly recorded in Liber J.F.R . No. 3, folios 189 etc., oNe of the Land Record Books of Queen Anne's County, Maryland, said tract lying and being on the Public road leading from Hall's Cross Roads to Wye Mills, and adjoining the lands of Martha Holbrook on the West and North.

And sold the same to Frank W. Melvin, he being then and there the highest bidder therefor, at the sum of Three Hundred Dollars ($300.00), the said purchaser has complied with the terms of sale.

Henry Hollyday
Assignee.

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

On the Fifth day of December, nineteen hundred and twenty five, personally appeared before me Clerk of the Circuit Court, in and for Queen Anne's County, Henry Hollyday, the Assignee named in the above report of sale, and made oath, in due form of law, that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

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

Henry Hollyday, Assignee,	(	IN THE CIRCUIT COURT
vs.	) (	For Queen Anne's County, In Equity.
Raymond Carter and Lottie Carter, his wife.	) (	November Term, 1925.

ORDERED, This Fifth day of December, A.D. 1925, that the sale of the property mentioned in these proceedings made and reported by Henry Hollyday, Assignee, be RATIFIED AnD CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th. day of February next; Provided a copy of this order be inserted in some newspaper printed in Queen Anne's County, once in each of four successive weeks before the 10th. day of January next.

The report states the amount of sales to be $300.00.

B. Hackett Turner, Clerk.

Filed December 5th. 1925.

Statement of Mortgage Debt.
Filed Dec. 5th. 1925.

Centreville, Md., Dec. 5th. 1925.

Raymond Carter and Lottie Carter, his wife,

To Henry Hollyday, Assignee of Mortgagee.

April 2/23	To Balance due on Mortgage dated Octo. 11, 1919, from Raymond Carter and Lottie Carter, his wife, to John C. Skinner, recorded in Liber J.F.R. No. 3, folios 191 etc., oNe of the Land Records of Queen Anne's County, for the sum of	$300.
	Interest paid to April 2, 1923	
April 2, 1923	By Cash	25
		$275
	To interest from April 2/23 to Dec. 5/25	$ 44.14
		$319.14

State of Maryland, Queen Anne's County, To-Wit:

I Hereby Certify, That on this 5th day of December, A.D. 1925, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, State of Maryland, personally appeared Henry Hollyday, Assignee of Mortgagee, and made oath in due form of law that the aforegoing statement is true as above stated, to the best of his knowledge and belief.

B. Hackett Turner, Clerk.

Filed December 4th. 1925.

Certificate of Publication
of Advertisement of Sale.

Filed Feb. 13th. 1926.

ASSIGNEE&S SALE OF REAL ESTATE.

UNder and by virtue of power and authority contained in a Mortgage from Raymond Carter and Lottie Carter, his wife, to John C. Skinnder, of Talbot County, Md., dated October 11, 1919, and recorded in Liber J.F.R. No. 3, folios 191 etc., one of the Land Record Books of Queen Anne's County, Md., which said Mortgage has been duly assigned to the undersigned for foreclosure, which said assignment is duly recorded among said Land Records, default having occurred in the covenants, and conditions of said Mortgage, will offer for sale at public auction to the highest bidder in front of the Court House door, in the town of Centreville, Queen Anne's County, Md., between the hours of 2 and 4 o'clock P.M., on SATURDAY, DEC. 5th. 1925.

All and singular that tract or parcel of land situate, lying and being in Queen Anne's County, State of Maryland, called "Brooley Lambeth", containing the quantity of Seven (7) acres, three (3) roods and eight (8) perches of land, more or less, and fully described by metes and bounds, courses and distances in a Deed from John Wesley Wilson and wife and others, heirs at law of John Alexander White, deceased, to the said Raymond Carter, by Deed dated October 11, 1919, and duly recorded in Liber J.F.R. No. 3, folios 189 etc., one of the Land Record Books of Queen Anne's County, Md., said tract of land being on the road leading from Hall's Cross Roads to Wye Mills and adjoining the lands of Martha Holbrook on the West and North.

TERMS

One third cash on day of Sale, the balance on Ratification of Sale,,Title papers and Revenue Stamps at the expense of purchaser. Taxes to be adjusted to the day of sale.

HENRY HOLLYDAY,

Assignee of Mortgagee.

T. Frank Seward, Auct.

THE CENTREVILLE RECORD.

Centreville, Md., Feb. 13, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of Henry Hollyday, Assignee, vs. Raymond Carter, 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 5 day of Dec. in the year 1925.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

Certificate of Publication of
Order Nisi.
Filed Feb. 13tH. 1926.

ORDER NISI.

Henry Holliday, Assignee
vs.
Raymond Carter, and Lottie Carter, his wife.

In the Circuit court for Queen Anne's County, In Equity. November Term, 1925.

Ordered, this fifth day of December, A,D. 1925, that the sale of the property mentioned in these proceedings made and reported by Henry Hollyday, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th. day of February next; Provided a copy of this order be inserted in some newspaper printed in Queen Anne's County, once in each of four successive weeks before the 10th day of January next.

The report states the amount of sales to be $300.00.

B. HACKETT TURNER, CLERK.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Dec. 5th. 1925.

THE CENTREVILLE RECORD.

Centreville Md., Feb. 13, 1926.

The Centreville Record Publishing Co., hereby certifies that the Order Nisi, in the case of Henry Hollyday, Assignee, vs. Raymond Carter, 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 10 day of Jan. in the year 1926.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

ORDER OF COURT RATIFYING SALE.

Henry Hollyday, Assignee	(	IN THE CIRCUIT COURT
vs.	) (	For QueeN Anne's CounTy, In EquiTy.
Raymond Carter, and Lottie Carter, his wife.	) ( )	Term, 192

ORDERED BY THE COURT, This 18th. day of February, 1926, that the sale made and reported by the 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 allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Thomas J. Keating.

Filed Feby. 18th. 1926.

#2630 CHANCERY.

Queen Anne's county, to wit: Be it remembered that on the twelfth day of November, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

Harrison W. Vickers, Assignee,	(	In the Circuit Court for
vs.	) (	Queen Anne8s County.
John E. Taylor, and Anna Taylor.	) (	In Equity.
	) (	

B. Hackett Turner, Clerk.

Please docket the above entitled case, making copy of the mortgage of John E. Taylor and Anna Taylor, his wife, to M. Earle Usilton,. Mortgage dated 10th. day of July, in the year nineteen hundred and eleven (1911).

Together with the assignment thereon to me, Harrison W. Vickers as Attorney for the purpose of collection and foreclosure and file same in the above entitled cause.

Harrison W. Vickers
Solicitor for Plaintiff.

Certified Copy of Mortgage.

#1796. Q U E E N A N N E'S C O U N T Y, TO W IT: Be it remembered that oN the seventeenth day of July, in the year nineteen hundred and eleven, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 10th. day of July, in the year nineteen hundred and eleven, by and between John E. Taylor and Anna Taylor, his wife, Mortgagors, of Kent County, State of Maryland, of the one part, and M. Earle Usilton, of Philadelphia, State of Pennsylvania, of the other part, Mortgagee, of the other part.

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee, in the full sum of One thousand Dollars ($1000.00), current money, being in part of the purchase money for the property below mortgaged and described, and (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to said Mortgagee, their promissory note bearing even date herewith; for said principal sum of One thousand dollars payable one year after date, and endorsed "Secured by Mortgage of even date", drawing legal interest, payable Jany. 10th. 1912, and July 10th. 1912, and being first mortgage lien on said farm.

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, 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 the sum of One Dollar, the said John E. Taylor and Anna Taylor, do grant unto the said M. Earle Usilton, in fee simple, all that piece or parcel of ground situate, lying and being in 7th Election District of Queen Annes County, State aforesaid, and at Holden Hill and commonly known as the "Tristian Thomas", land, being on the north side of public road leading from McGinnes to Millington and adjoining lands of Enoch Clough and Thomas M. Jefferson, et al. and containing 34 acres, more or less, and being the same farm or tract of land which was conveyed to the said John E. Taylor and Anna Taylor by deed from Joseph H. Smith, same bearing even date herewith and filed to be recorded immediately preceding this Instrument of Writing - reference to which Deed is to be made for a more complete description of the land hereby mortgaged.

TOGETHER with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid tract, parcel of grouNd and premises unto and to the proper use and benefit of M. Earle Usilton, heirs and assigns forever.

PROVIDED, that if the said John E. Taylor and Anna Taylor, for their heirs, executors, administrators or assigns, shall pay said note at the times and in the manner limited therein, including five per cent. commission for collecting said note, which may not be paid at maturity, 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 John E. Taylor and Anna Taylor shall possess the aforesaid property upon paying in the meantime, all insurance premiums, taxes, and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property; which insurance prêmiums, taxes, assessments, public dues, charges, mortgage debt and interest, the said John E. Taylor and Anna Taylor, for themselves, and for their heirs, executors, administrators 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 any part of either one of them, at the time limited for the payment of the same, or in ahy 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 M. Earle Usilton, or J.WATERS RUSSELL, of Chestertown, Maryland, his Agent, is hereby authorized and empowered at any time after such default, to sell the property hereby mentioned, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs 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 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 may 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 person 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 all counsel or attorney's fees, and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety Company, 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; 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. 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 the said Mortgagor, or any of them, then the said John E. Taylor and Emma Taylor, Mortgagors, for themselves, their heirs, and for their personal representatives and assigns, do hereby further covenant to and with the said Mortgagee,---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 the Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars.

AND the said Mortgagors,for themselves, and for their heirs, executors, administrators 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 their full insurable value, 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 M. Earle Usilton, or his assigns, to the extent of his or their lien or claim hereunder.

AND the said Mortgagors, for themselves, aNd for their heirs, executors, administrators and assigns do further covenant to pay, unto the said Mortgagee, or his personal representatives or assigns, hereunder, any insurance premiums or charges on any property covered by this Mortgage paid by the said Mortgagee or his 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 said premises and land may be depreciated or lessened in value.

Witness our hands and seals.

JOHN E. TAYLOR (SEAL)

Test: Abram S. Crawford.

ANNA TAYLOR (SEAL)

STATE OF MARYLAND,

KENT COUNTY, TO WIT:-

I hereby certify that oN this 10th. day of July, in the year nineteen hundred and eleven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County, aforesaid, personally appeared John E. Taylor and Anna Taylor, his wife, and each acknowledged the aforegoing mortgage to be their respective act.

ABRAM S. CRAWFORD, J.P.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 10th. day of July, in the year nineteen hundred and eleven, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared j. Waters Russell, agent for Mortgagee and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as herein set forth, and further made oath that he is the duly authorized agent of said Mortgagee to make this affidavit.

ABRAM S. CRAWFORD, J.P.

STATE OF MARYLAND,
KENT COUNTY, Sct;-

I hereby certify that Abram S. Crawford, Esquire, before whom the annexed acknowledgment and affidavit were made, and who has hereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice and verily believe the signature to be his genuine signature.

In testimony whereof, I hereto set my hand and affix the Seal of the Circuit Court for Kent County, this 15th. day of July, A.D. 1911.

Circuit Court Seal.

JAMES T. DIXON.

Clerk of the Circuit Court for KeNt County.

STATE OF MARYLAnD, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber S.S. #10, folio 166 etc., a land record book for Queen Anne's County.

Seal's Place.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this seventeenth day of November, A.D. 1925.

B. Hackett Turner, Clerk.

Certified Copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the twelfth day of November, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, HarrisoN W. Vickers, Jr. as principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, 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 and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators successors or assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 10th. day of November, in the year of our Lord nineteen hundred and twenty five.

WHEREAS, the above bounden Harrison W. Vickers, Jr., Assignee, by virtue of the power contained in a mortgage from John E. Taylor & Anna Taylor, his wife, to M. Earle Usilton, bearing date the 10th. day of July, 1911, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber S.S. No. 10, folio 166 aNd which mortgage was assigned on the 9th. day of November, 1925, to HarrisoN W. Vickers, Jr., AttorNey & Assignee, for the purpose of collection and foreclosure 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.

The Condition of the above obligation is such, that if the above bounden Harrison W. Vickers, Jr., do and shall well and 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 in law.

In testimony whereof, the above bounden Harrison W. Vickers, Jr., has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its agent, attested by its Atty-in-fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of: Ada W. Schreiber.

Seal's place.

Harrison W. Vickers, Jr. (SEAL)
Fidelity and Deposit Company of Maryland.
By Geo. W. French.
Atty. in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security and Bond approved Nov. 12th. 1925.

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. 191 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 12th. day of November, iN the year 1925.

Seal's Place.

B. Hackett Turner, Clerk.

Report of Sale.
Filed Dec. 12th. 1925.

Harrison W. Vickers, Atty. & Assignee,	In the Circuit Court for Queen
Vs.	Anne's County, Maryland, in
John E. Taylor and Anna Taylor, his wife.	Equity, No.

To the Honorable Judges of said Court:

The Report of Harrison W. Vickers, Attorney and Assignee of the Mortgage from John E. Taylor and Anna Taylor, his wife, to M. Earle Usilton, dated the 10th. day of July in the year 1911, and recorded among the land records of Queen Anne's County in Liber S.S. No. 10, folio 166, default haviNg beeN made in the payment of the interest on said mortgage, and which said mortgage was assigned to the said Harrison W. Vickers, Attorney and Assignee for the purpose of foreclosure and collection on the 9th. day of November, 1925,. The said assignment being recorded among the land records for Queen Anne's County in Liber S.S. No. 10, folio . The under signed as Attorney and Assignee, after giving bond with security for the faithful performance of his duties, and after having complied with all the other prerequisites, as required by law and in accordance with the Terms of said Mortgage, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Centreville Record, weekly newspaper printed and published in Queen Anne's County, Maryland, as per Certificate of insertion of advertisement, hereto attached, for at least twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Court House, in Centreville, Queen Anne's County, Maryland, on the 12th. dayof December, 1925, between the hours of eleven o'clock A.M. and Twelve o'clock NooN and then and there proceeded to offer at public sale, said property in manner following, that is to say:

Your Attorney and Assignee offered the lot of land and premises as described and designated in the advertisement hereto attached, and sold the same for the sum of Twelve hundred and fifty dollars, to William R. Bowers and Lillian E. Bowers, it being the highest offer received by your Attorney and Assignee for said property, and the terms of Sale have been complied with.

Respectfully submitted,

Harrison W. Vickers
Attorney & Assignee named in Mortgage.

STATE OF MARYLAND, KENT COUNTY, to wit:

I hereby certify that on this 12 day of December, 1925, before me, the subscriber, a Notary Public of the State of MaryLaNd, iN aNd for Queen Anne's County aforesaid, personally appeared Harrison W. Vickers, Attorney & Assignee, named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the Sale therein reported was fairly made.

Filed December 12tH. 1925.

Notary Public Seal.

Lida Hopkins
Notary Public

Certificate of PublicatioN of
AdvertisemeNt of Sale.
Filed Dec. 12th. 1925.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power and authority contained in the mortgage from John E. Taylor and Anna Taylor, his wife, to M. Earle Usilton dated the 10th. day of July, in the year nineteen hundred and eleven (1911) and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber S.S. No. 10, folio 166, which said mortgage was oN the 9th day of November, 1925, assigned to Harrison W. Vickers, Attorney, for tHe purpose of foreclosure and collection, and tHe said Harrison W. Vickers, Assignee, will offer at Public sale to the highest bidder in front of the Court House door, at Centreville, Queen Anne's County, Maryland, on SATURDAY, DEC. 12, '25, at 11 A.M. ALL THAT TRACT OR PARCEL OF LAND AND PREMISES, situate, aNd lyiNg iN tHe 7th electioN district of Queen Anne's County, commonly known as "Tustian Thomas Land", at Holden Hill on the North side of the PublicRoad leading from McGinnis' to Millington, and joining the lands of Enoch Clough and Thomas M. Jefferson and containing THIRTY-FOUR ACRES of land, more or less. Improved by a 2½ story FRAME DWELLING aNd the customary outbuildings all in good shape.

This property offers a splendid opportunity to one seeking a small home, the land being very productive.

TERMS OF SALE-One third of purchase price in case on day of sale, one-third cash upon ratification of the sale and the balance in six months from the day of sale. All deferred payments to bear interest from day of sale, or the whole purchase money may be paid in cash at the option of the purchaser. Possession of the property will begiven upon ratification of sale.

HARRISON W. VICKERS,
AttorNey aNd Assignee.

THE CENTREVILLE RECORD.

Centreville, Md., Dec. 12, 1925.

The Centreville Record Publishing Co., hereby certifies that the advertisement in the case of Vickers, Assignee, vs. Taylor, 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 12 day of Dec. in the year 1925.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

N I S I.

HarrisoN W. Vickers, AssigNee, vs. John E. Taylor and Anna Taylor.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2630.

ORDERED, This 12th. day of December, A.D. 1925, that the saleof the real estate made aNd reported iN this cause by Harrison W. Vickers, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th. day of February, 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 January next.

The Report states the amount of sales to be $1250.00.

B. Hackett Turner, Clerk.

Filed December 12th. 1925.

Certificate of PublicatioN of
Order Nisi.
Filed March 6th. 1926.

ORDER NISI

Harrison W. Vickers, Assignee
vs.
John E. Taylor, and Anna Taylor.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2630.

Ordered, This 12th day of December, A.D. 1925, that the sale of the real estate made and reported in this cause by Harrison W. Vickers, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of February 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 HaunaRy next.

The RepoRt states the amount of sales to be $1250.00.

B. HACKETT TURNER, CleRk.

TRue Copy
Test: B. HACKETT TURNER, CleRk.
Filed Dec. 12th. 1925.

THE CENTREVILLE RECORD.

CentReville, Md. MaRch 6th. 1926.

THE CENTREVILLE RECORD PUBLISHING CO., heReby ceRtifies that the ORdeR Nisi iN the case of HaRRison W. VickeRs, Assignee, vs. John E. TayloR, and Anna TayloR, ChanceRy 2630, 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 18th day of JanuaRy in the yeaR 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida HopkiNs.

STATEMENT OF MORTGAGE DEBT.

Filed MaRch 16th. 1926.

HaRRisoN W. VickeRs, AttoRNey & AssigNee	:	In the CiRcuit CouRt foR
vs.	:	Queen Anne's County,
John E. TayloR and Anna TayloR, his wife.	:	

John E. TayLoR, and Anna TayloR, his wife.

To

M. EaRle Usilton, DR.

To amount due undeR moRtgage fRom John E. TayloR and Anna TayloR, his wife, to M. EaRle Usilton dated the 10th. day of July, nineteen hundRed and eleven and RecoRded among the Land RecoRds foR Queen Anne's County, State of MaRyland.

Amount of MoRtgage	$1000.00
To inteRest theReon fRom the 10th. day of JanuaRy, 1925 to DecembeR 12, 1925	54.22
To taxes in aRReaRs, due the State of MaRyland in Queen Anne's County	18.72
TOTAL DUE	$1072.94

M. EaRle Usilton (SEAL)

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, to wit:

I HEREBY CERTIFY, that oN this 27th. day of FebRuaRy in the yeaR one thousand nine hundRed and twenty-six befoRe the subscRibeR, a NotaRy Public of the State of Pennsylvania, in and foR the City of Philadelphia, State afoResaid, peRsonally appeaRed M. EaRle Usilton, and made oath in due foRm of law that the above statement of moRtgage indebtedness is tRue to the best of his knowledge and belief.

As witness my hand and NotaRial Seal.

NotaRy
Public
Seal.

FloRence E. Lippman
NotaRy Public.

My Commission expiRes June 21st. 1927.

Final ORdeR of Ratification of Sale.

ORdeRed, by the CiRcuit CouRt foR Queen Anne's County, in Equity, this 6th. day of MaRch, 1926, that the Sale made and RepoRted by the AttoRney and 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 case; and the AttoRney and Assignee is allowed the usual commissions and such pRopeR expenses as he shall pRoduce voucheRs foR to the AuditoR.

Filed MaRch 16th. 1926.

Thomas J. Keating.

Brought forward from Page 82.

The proceeds of the sale of the mortgaged real estate of Clara M. Roe, in account with H.B.W. Mitchell, attorney named in mortgage, vendor of said real estate under power of sale contained in mortgage, described in this cause.

Cr.

1925. July 11,	By gross proceeds of said mortgage, sale per report of sale filed July 13, 1925, to wit:		$ 5708.33

Dr.

" "	To H.B.W. Mitchell, party making sale for his compensation per terms of mortgage,		$ 273.33	
	To do., for the Court costs of this cause, as follows: costs of Clerk:	$18.75		
	Appear. fee, of H.B.W. Mitchell,	$10.00	$ 28.75	
	To do., for the costs of J.E, Anthony for auctioneering the farm at the attempt to sell at public auction, per account for same,		$ 15.00	
	To do., for the amount paid the Centreville Observer Publishing Company for costs of advertising the sale and the Order Nisi to be passed as to this report and account,		$ 58.13	
	To do., for cost of advertising the Order Nisi pas'd iN relatioN to the sale, to wit:		$ 5.00	
	To do., for the costs of his boNd with corporate surety thereoN filed iN this cause,		$ 19.50	
	To Madison Brown, auditor, for stating this account, to wit:		$ 4.50	
	To Dudley G. Roe, trustee, mortgagee named in the mortgage filed in this cause, on account of his mortgage claim, this balance (which is not sufficient to pay the claim in full):		$ 5304.12	
			$ 5708.33	$ 5708.33

November 24, 1925.

Madison Brown
Auditor.

NISI RATIFICATION OF AuDIT.

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

vs.

Clara M. Roe.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY.

CASE NO. 2596.

ORDERED, This 25th. day of November, in the year nineteen hundred and 25, 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 beforethe 22nd day of December, 1925; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of December, 1925, in some newspaper printed and published in Queen Anne's County.

Filed November 25th. 1925.

B. Hackett Turner, Clerk.

Certificate of Publication of
Nisi Ratification of Audit.
Filed Dec. 14th. 1925.

NISI RATIFICAtION OF AuDIT.

H. B. W. Mitchell,
Attorney named in Mortgage,
vs.
CLARA M. ROE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2596.

Ordered, This 25th. day of November, in the year nineteen hundred and twenty-five, 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 December, 1925, provided a copy of this order be published once a week of two successive weeks before the 14 day of December, 1925, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACkETT TURNER, Clerk.
Filed November 25th. 1925.

THE CENTREVILLE OBSERVER.

CenTreville, Md. January 22, 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of H.B.W. Mitchell, vs. Clara M. Roe, Case #2596, 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 December, in the year 1925.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Margaret E. Durney.

Filed Dec. 14th. 1925.

Order of Court Ratifying Audit.
Filed Dec. 31st. 1925.

Ordered, this 31st. day of December, 1925, 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 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 of ratification nisi; the attorney making sale, is allowed the commissions provided for by the mortgage under which sale was made, and said attorney is directed to apply proceeds of sale in accordance with this audit and account, with a one proportion of interest as same has been or may be received.

Thomas J. Keating.

Filed Dec. 31st. 1925.

No. 2633 CHY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 2nd. day of December, in the year nineteen hundred and twenty five, the following Order to Docket Suit was filed for record, to wit:

H. B. W. Mitchell, Attorney named in Mortgage,	)	
vs.	)	IN THE CIRCUIT COURT
Charles I. Blizzard and Hattie E. Blizzard, his wife, Mortgagors.	)	FOR QUEEN ANNE'S COUNTY, IN EQUITY.

B. HACKETT TURNER, CLERK:

You will docket suit, on the Equity side of the Court as per the above titling and file the accompanying bond.

H. B. W. Mitchell
ATTORNEY NAMED IN MORTGAGE.

Certified Copy of BoNd.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that oN the second day of December, in the year nineteen hundred and twenty five, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. MitcheLL, of QueeN ANNe's County, State of MaryLand, as principaL and the MaryLand CasuaLty Company, a body corporate, 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 three hundred and fifty 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, successors and assigns, jointly and severally firmly by these presents. Sealed with our seals and dated this twenty fourth day of November, nineteen hundred and twenty five.

WHEREAS, the said H.BW. Mitchell is about to execute the power of sale contained in the mortgage from Charles I. Blizzard and Hattie E. Blizzard, his wife, to Eugene L. Dudley, dated the 30th. day of May, 1922, and recorded in Liber J. F. R. No. 9, fol. 35, a land record book for Queen Anne's County, said H. B. W. Mitchell being named in said mortgage to make sale of the land and premises described in said mortgage in the event of default occuring in any of the covenants or conditions of said mortgage, default having occured in the terms and conditions of said mortgage.

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 fulfill any order or decree of any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of:-

S. Katherine Fowler.

Seal's Place.

H. B. W. Mitchell (SEAL)
MarylaNd Casulaty Company
By Chas. E. Tucker,
Agent.
Countersigned by
H. B. W. Mitchell.
Attorney in fact.

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

Security approved and Bond filed December 2nd. 1925.

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. 194, a Bond record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 2nd. day of December, in the year 1925.

B. Hackett Turner, Clerk.

Certified Copy of Mortgage.

#9315. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the first day of June, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this thirtieth day of May, in the year nineteen hundred and twenty two, by Charles I. Blizzard and Hattie E. Blizzard, his wife, of Baltimore, Md., but being at this time in Queen Anne's County, in the State of Maryland,

Whereas, said Charles I. Blizzard and Hattie E. Blizzard, his wife, are jointly and severally indebted unto Eugene L. Dudley, of Queen Anne's County, Maryland, in the full and just sum of one Hundred and forty five dollars for money loaned and advancedbby said Dudley unto said Charles I. and Hattie E. Blizzard, for the purpose of completing the payment of the purchase money for the land and premises hereinafter described and mortgage and which said amount has been supplied by said Charles I. and Hattie E. Blizzard to the payment of said purchase money for said land and premises, conveyed unto said Charles I. and Hattie E. Blizzard, by deed of even date herewith from Louis A. Mason and Goldie Mason, his wife, and to be recorded immediately preceding these presents, which said amount of one hundred and forty five dollars is to be repaid at the expiration of three years from this date and interest thereon in the mean time is to be paid annually at the rate of six per cent. per annum 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 Charles I. Blizzard and Hattie E. Blizzard, his wife, do hereby grant and convey unto said Eugene L. Dudley, all that tract, part of a tract, lot and parcel of land situate, lying and being in or near Perry's Corner, in the Fifth Election District of Queen Anne's County, aforesaid, on the West side of the public road leading from Perry's Corner to Piney Neck, and being the same land conveyed by deed of even date herewith by Louis A. Mason and Goldie Mason, his wife, unto said Charles I. Blizzard and Hattie E.Blizzard, his wife, as tenants by the entireties, said deed to be recorded among the land records of Queen Anne's County immediately preceding these presents.

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.

Provided, that if the said Charles I. Blizzard and Hattie E. Blizzard, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Eugene L. Dudley, his successors, executors, administrators or assigns, the aforesaid sum of one hundred and forty five dollars, together with interest thereon annually, at the rate of six per cent. per annum, 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 Charles I. Blizzard and Hattie E. Blizzard,their heirs and assigns, shall possess said property.

And the said Charles I. Blizzard and Hattie E. Blizzard, 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, 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 approvec by the said Eugene L. Dudley, 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 the debt and interest intended to be secured by 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 Eugene L. Dudley, his executors, administrators or assigns, or H.B.W. Mitchell, 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, 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 be 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 Charles I. Blizzard and Hattie E. Blizzard, 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 Eugene L. Dudley, his executors, administrators or assigns, or H.B.W. Mitchell, 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 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 Charles I. Blizzard and Hattie E. Blizzard, his wife, for themselves, their heirs, executors, administrators and assigns hereby covenant to pay.

Witness our hands and seals.

Witness as to Charles I. Blizzard:

J. McK. Tilghman.

Witness as to Hattie E. Blizzard:

Wm. S. Delahay.

Charles I. Blizzard (SEAL)

Mrs. Hattie E. Blizzard (SEAL)

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

I hereby certify that on this thirtieth dayof May, 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, personally appeared Charles I. Blizzard and acknowledged the within and aforegoing mortgage to be his act and deed, and at the same time also personally appeared before me Eugene L. Dudley, and made oath that the consideration stated in the within and aforegoing mortgage was 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 on this thirtieth day of May, 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, personally appeared Hattie E. Blizzard and acknowledged the within and aforegoing mortgage to be her act and deed.

Wm. S. Delahay
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 35 etc., a laNd record book for QueeN ANNe's CouNty.

Seal's Place.

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

B. Hackett Turner, Clerk.

Report of Sale.
Filed December 8th. 1925.

H. B. W. MITCHELL, ATTORNEY NAMED IN MORTGAGE,	)	IN THE CIRCUIT COURT
VS.	)	FOR
CHARLES I.BLIZZARD AND HATTIE E. BLIZZARD.	)	QUEEN ANNE'S COUNTY, IN EQUITY. NO. 2633.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, the AttorNey named in the mortgage from Charles I. Blizzard and Hattie E. Blizzard, his wife, to Eugene L. Dudley, dated May 30th.1922, and recorded in Liber J.F.R. No. 9, folio 35, a land record book for Queen Anne's County, of the sale made by him of the lot of land improved by a small frame dwelling house in said mortgage, described as follows: Said property being situated near Perry's Corner in the Fifth Election District of said County, on West side of public road leading from Perry's Corner to Grasonville, and containing one and one eighth acres of land, more or less, to your Honors respectfully sets forth:

FIRST: Under and by virtue of the power of sale contained in the aforesaid mortgage, certified copy thereof being filed herewith as a part hereof, default having occured in the terms and conditions of said mortgage by non payment of the debt thereby intended to be secured and the interest thereon, after having first given 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, for more than twenty days previous totthe day of sale and after having filed and approved bond conditioned for the faithful performance of his trust and to abide by and perform any order or decree or 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, December 8th. 1925, between the hours of one and two o'clock p.m., and after the advertisement of said property was read, the said property was offered at public auction and was sold to Walter L. Andrews, he being then and there the highest bidder therefor at and for the sum of two hundred and seventy five dollars. The purchaser has made a cash payment of one hundred dollars on account of the purchase money for said property.

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 8th. day of December, in the year nineteen hundred and twenty five, before me, the subscriber,the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared H. B. W. Mitchell, Attorney named in the mortgage, and made oath that the matters 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.

B. Hackett Turner, Clerk.

NISI.

H. B. W. Mitchell, AttorNey, named in Mortgage,	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Charles I. Blizzard and Hattie E. Blizzard.	)	IN EQUITY.
	)	CHANCERY NO. 2633.

ORDERED, This 8th. day of December, A.D. 1925, 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 14th. day of February, 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 14th. day of January next.

The Report states the amount of sales to be $275.00.

Filed December 8th. 1925.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Decm 18th. 1925.

STATEMENT OF MORTGAGE DEBT, SECURED BY MORTGAGE FROM CHARLES I. BLIZZARD AND HATTIE E. BLIZZARD, HIS WIFE, TO EUGENE L. DUDLEY, DATED MAY 30th. 1922.

AmouNt of priNcipal mortgage debt -	$145.00
Interest from June 1st. 1923, to Dec. 9th. 1925. - - - - - - - - - - - - - -	21.97
Attorney's commissions for collection -	

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this day of December, nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of MarylaNd, in and for Baltimore City, personally appeared Frank S. Dudley, Executor of Eugene L. Dudley, deceased, and made oath that it does not appear from any book or writing of his testator that any part of the aforesaid claim or debt has been discharged, and that to the best of the deponent's knowledge and belief, no part of the said claim or debt has been discharged, and no security or satisfaction has been given for the same, except above mentioned mortgage which had been foreclosed for purpose of collection of said debt and interest.

Notary Public Seal.

In testimony whereof I hereunto subscribe myname and Notarial seal affix, the day aNd year herein last above written.

Washington Irving Tuttle
NOTARY PUBLIC.

Certificate of Publication of Advertisement Order Nisi.
Filed Jan. 26th. 1926.

ORDER NISI.

H. B. W. Mitchell, Attorney named in Mortgagee,
vs.
Charles I. Blizzard and Hattie E. Blizzard.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2633.

Ordered, this 8th. day of December, A.D. 1925, 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 14th. day of February 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 three successive weeks before the 14th. day of January next.

The report states the amount of sales to be $275.00.

True Copy B. HACKETT TURNER, Clerk.
Test: B. HACKETT TURNER, Clerk.

Filed December 8th. 1925.

We hereby certify that the annexed advertisement appeared in The Queenstown News, a newspaper printed and published in Queen Anne's County, four successive weeks, being more than 20 days before the 14th. day of January, 1926.

THE QUEENSTOWN NEWS.
M. W. Aker, Publisher.

Filed Jan. 26th. 1926.

ORDER OF COURT RATIFYING SALE.

ORDERED, this 19th. day of February, nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate reported by H. B. W. Mitchell, attorney named in mortgage, in the aforegoing report of the sale thereof in the case of H.B.W. Mitchell, Attorney, named in mortgage, vs. Charles I. Blizzard and Hattie E. Blizzard, his wife, mortgagors, being No. 2633 iN said Court, 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 the preceding order of ratification nisi. The said attorney is allowed the commissions provided for by the mortgage under the power in which said real estate was sold and all expenses not personal upon producing the proper vouchers thereof before the Auditor.

Thomas J. Keating.

Filed February 20th. 1926.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed Sept. 1st. 1926.

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

H. B. W. Mitchell, attorney named in mortgage, versus Charles I. Blizzard and Hattie E. Blizzard, his wife, Mortgagors.	Chandery Docket, Cause No. 2633.

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 vendor making the sale reported in this cause, with the gross amount of the sale made by him.

That he as then allowed the said vendor the following items of expenses incident to the sale and cause in accordance with vouchers submitted, to wit:

the court costs of the cause, costs of advertising the sale and the several orders nisi of the cause, costs of bond filed, taxes on the land sold paid by him and auctioneer's fee.

That the vendor is allowed his commissions for making the sale in accordance with terms of mortgage and the fee of the auditor.

That after these allowances the balance remaining is not sufficient to pay the mortgage debt in full and is in the within account distributed unto Frank S. Dudley, the executor of Eugene L. Dudley, deceased mortgagee, the executor being the party making the affidavit to the statement of the mortgage debt filed.

Respectfully submitted,

Madison Brown

Auditor.

The proceeds Of the sale of the mortgaged real estate of Charles I. Blizzard and Hattie E. Blizzard, his wife, in account with H. B. W. Mitchell, attorney named in mortgage, party making the mortgage sale.

1925.	Cr.	
December 8		
By amount of the gross sale of the mortgaged real estate, per report of sale filed,		$275.00
	Dr.	
To H. B. W. Mitchell, attorney named in mortgage, vendor, for his commissions for making the sale per terms of mortgage,	$19.25	
To do., for the court costs of this cause, as follows: Costs of B. H. Turner, clerk, $18.75; Appearance fee of H.B.W. Mitchell, 10.00	28.75	
To do., for the amount paid J. E. Anthony for crying the sale made, per his receipt for same appears, to wit:	5.00	
To do., for the amount of the state and county taxes for year 1925 on property sold, per tax bill receipted appears, to wit:	7.03	
To do., for the costs of his bond with corporate surety thereon paid said surety, per account for same receipted appears, to wit:	5.00	
To do., for the costs of advertising in the Queenstown News notice of sale, order nisi thereon and the order nisi to be passed as to this report and account, per receipted account for same appears, to wit:	15.50	
To Madison Brown, auditor, for stating this account, to wit:	4.50	
To Frank S. Dudley, executor of the deceased mortgagee, E.L. Dudley, this balance in part of the mortgage debt due on day of sale:	189.97	
	$275.00	$275.00

Statement of the Debt.

Amount of the mortgage debt due on the day of sale: (see statement filed)	$191.72
Amount of the credit from above sale:	189.97
Balance due the mortgagee:	$ 1.75

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell, Attorney named in mortgage, vs. Charles I. Blizzard, Hattie E. Blizzard.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE NO. 2633.

ORDERED, This 1st. day of September, in the year nineteen hundred and twenty six, 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 September 1926; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of September, 1926, in some newspaper printed and published in Queen Anne's County.

Filed September 1st. 1926. B. Hackett Turner, Clerk.

Certificate of Publication
of Order Nisi.
Filed Oct. 28th. 1926.

ORDER NISI.

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

vs.

Charles I. Blizzard-Hattie E. Blizzard.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2633.

Ordered, this 1st. day of September, A. D., 1926, that the Report and Account filed in these proceedings and Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. 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 two successive weeks before the 13th. day of September, 1926.

B. HACKETT TURNER, Clerk.

Filed September 1st. 1926. True Copy
Test: B. HACKETT TURNER, Clerk.

THE QUEENSTOWN NEWS.

Queenstown, Md., October 28/26.

We hereby certify that the Order of Ratification Nisi in the case of H. B. W. Mitchell, Attorney named in mortgage, vs. Charles I. Blizzard and Hattie E. Blizzard, 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 two successive weeks before the 13th day of September, 1926.

THE QUEENSTOWN NEWS.

Filed Oct. 28th. 1926. M. W. Aker.

ORDER OF COURT RATIFYING AUDIT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, on this 15th. day of November, in the year nineteen hundred and twenty six, 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 as required by the preceding Order of Ratification Nisi and the Vendor Assignee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed Nov. 27th. 1926. Thomas J. Keating.

Brought forward from Folio 138 of this Liber

The proceeds of the sale of the real estate of Edna Roe and others in account with Richard T. Earle and Madison Brown, trustees for the sale thereof under decree filed herein.

1923 July 3	Dr.			
	By gross proceeds of said sales, per report filed:			$3551.00
	Cr.			
" "	To Richard T. Earle and Madison Brown, trustees, for their commissions for making sale, per rule of court, to wit:		$187.04	
	To do., for court costs of this cause per statement of clerk, as follows:			
	Costs of B.H.Turner, clerk,	$25.50		
	Appear. fee of R.T.Earle,	10.00		
	Appear. fee of Madison Brown,	10.00		
	Costs of S. E. Spry, sheriff,	1.80		
	Costs of E. H. Brown, guard. ad. li.	4.00		
	Costs of C. E. Tucker, examiner,	12.00		
	Costs of witnessess before examiner,	2.25		
			65.55	
	To do., for amount paid for advertising notice of sale and orders nisi in Centreville Record, per receipted account for same, to wit:		43.75	
	To do., for amount paid T. F. Seward for crying sale, per his receipt to wit:		15.00	
	To do., for costs of advertising order nisi to be passed as to this account, to wit;		3.00	
	To do., for costs of their bond filed herein with corporate surety thereon, per receipts for same, to wit:		48.00	
	To Madison B. Bordley, special auditor, for stating this account, to wit:		9.00	
	To balance, being net sale, carried forward:		$3179.66	
			$3551.00	$3551.00
	By balance brought forward, to wit:			$3179.66
	To Edna Roe, use of Richard T. Earle and Madison Brown, trustees, 1/5 of said balance, to wit:		$ 635.93	
	To Laura Coursey, 1/5 of said balance distributed as follows: To use of John D. Roe and Edna Roe hereinafter called purchasers, use of said trustees, sum of	$40.00		
	To Laura Coursey, herself, sum of	595.93	635.93	
	To Samuel C. Coursey, 1/5 of said balance distributed as follows: To use of said purchasers use of said trustees, sum of	$40.00		
	To Samuel C.Coursey,himself, summ of	595.93	635.93	
	To William A. Coursey, 1/5 of said balance distributed as follows: To use of said purchasers use of said trustees, sum of	$40.00		
	To William A. Coursey, himself, sum of	595.93	635.93	
	DISTRIBUTION OF REMAINING 1/5:			
	To Minnie Gettschall, in lieu of dower:	$ 42.39	42.39	
	To Medford E. Coursey, as follows: To use of purchasers use of trustees:	$ 10.00		
	To Medford E. Coursey, himself,	138.38	148.38	
	To Marguerite Coursey Bryan as follows: To use of purchasers use of trustees:	$ 10.00		
	To Marguerite Coursey Bryan, herself,	138.39	148.39	

To John Russell Coursey, as follows:			
To use of purchasers use of trustees:	$ 10.00		
To John Russell Coursey, himself,	138.39	148.39	
To Naomi Coursey, as follows:			
To use of purchasers use of trustees:	$ 10.00		
To Naomi Coursey, herself,	138.39	148.39	
		$3179.66	$3179.66

March 10, 1926. Madison B.Bordley Special Auditor.

NISI RATIFICATION OF AUDIT

Edna Roe et al.)
vs.)
William A. Coursey et al.)

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

CASE NO. 2436.

ORDERED, This 25th day of March in the year nineteen hundred and twenty-six 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 23rd day of April 1926; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of April 1926 in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner Clerk

Filed March 25th, 1926

NISI RATIFICATION OF AUDIT

Edna Roe, et.al.
vs.
William H.Coursey, et.al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2436

Ordered, This 25th day of March in the year nineteen hundred and twenty six 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 23rd day of April 1926; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of April, 1926, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER,Clerk

True Copy
TEST: B.HACKETT TURNER,Clerk
Filed March 25th, 1926.

THE CENTREVILLE RECORD

CENTREVILLE, MD. June 15,1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Roe et al vs. Wm. H. Coursey et cause 2436 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 15 day of April in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By E.H.Brown Jr.

Filed 6/15/26

ORDER OF COURT
Filed June 15th, 1926

Ordered, this - 15 - day of June, in the year nineteen hundred and twenty six,by 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 B. Bordley, Special Auditor, be and the same is hereby finally ratified and confirmed no costs of the contrary thereof having been shown, although--notice- appears to have been given in accordance with the order nisi passed March 25, 1926, in relation to said report and account and the trustees of the cause are hereby directed to apply proceeds of sale accordingly, with a due proportion of the interest received and to be received on credit sale to the commissions of the trustees and the distributive shares of the parties, except as hereinafter mentioned -

It appears from the petitions of John Russel Coursey and of Naomi Coursey filed in this Cause that each of them have arrived at legal age, said petitions being filed 12th. day of April 1926.

This audit as to the distribution of $42.39 to Minnie Estella Gettschall is not ratified, but is held open pending filing her affidavit as to her being the widow of Thomas Medford Coursey and as to her age.

Thomas J. Keating

Filed June 15th 1926.

NO. 2638 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 9th. day of January, in the year nineteen hundred and twenty six, the following Order to Docket Suit was filed for record, to wit:

H. B. W. Mitchell, Assignee,	)	
Vs.	)	IN THE CIRCUIT COURT FOR QUEEN
James R. Smith, Elizza A. Smith, Mortgagors.	)	ANNE'S COUNTY, IN EQUITY.

B. HACKETT TURNER, clerk:

You will docket suit as per the above titling, file certified copy of mortgage from James R. Smith and Elizza A. Smith, his wife, to Eugene L. Dudley, dated the thirteenth day of July, nineteen hundred and fifteen, and recorded in liber W. F. W. No. 7, folio 346, a land record book for Queen Anne's County, and assigned to Nathaniel Johnson, and by said Johnson assigned to me for foreclosure and collection; record last mentioned assignment, and file bond.

H. B. W, Mitchell
ATTORNEY.

Certified copy of Mtg.
and Assignment.

#4038. Q U E EN A N N E'S C O U N T Y T O W I T: Be it remembered that on the seventeenth day of July, in the year nineteen hundred and fifteen, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this thirteenth day of July, in the year nineteen hundred and fifteen, by James R. Smith and Lizza A. Smith, his wife, of Queen Anne's County, in the State of Maryland.

Whereas, the said James R. Smith is indebted to Eugene L. Dudley, of the County and State aforesaid, in the sum of One Hundred and Eight Dollars and fifteen cents ($108.15) for money loaned and which said sum said James R. Smith has agreed to pay to the said Eugene L. Dudley three (3) years from the date hereof and to pay the interest thereon annually from the date hereof; the agreement to execute this mortgage being a condition precedent to the making of said loan.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the said sum of One Hundred and Eight Dollars and fifteen cents ($108.15), the said James R. Smith and the said Lizza A. Smith, his wife, do hereby grant and convey unto the said Eugene L. Dudley, his heirs and assigns, in fee simple, the following real estate, towit:-

Parcel No. 1. All that lot or parcel of laNd whereoN the said James R. Smith resides, kNowN as "Lot No. 1 of the Grayson Wood Lots", situate in the Fifth Election District of Queen Anne's County, Maryland, containing five acres, one rood and two perches of land, more or less, being the same and all the land described by metes and bounds, courses and distances, by deed to James R. Smith from John B. Brown, trustee, dated March 10th. 1882, and recorded in Liber W.H.C. No. 9, folio 44, etc., a land record book for Queen Anne's County aforesaid.

Parcel No. 2. All that lot or parcel of laNd situate in the Fifth Election District of Queen Anne's County, Maryland, back of "Saw Mill Lane", adjoining the land of Eugene L. Dudley, the land of John R. Woolford, formerly a part of this tract, and adjoining the Sallie Ann Scott Land, containing about five acres of land, being the same land conveyed to James R. Smith by William J. Price, by deed dated April 14th. 1906, and to be recorded among the land record books for Queen Anne's County aforesaid, except the land conveyed by the said James R. Smith to John R. Woolford, and Mary L. Woolford, his wife, in a deed dated June 12th. 1911, and not yet recorded, and excepting also the land conveyed by James R. Smith to Charles W. Scott by deed not yet recorded.

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 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 James R. Smith, his heirs, executors, administrators or assigns, shall well and truly pay to the said Eugene L. Dudley, his executors, administrators or assigns the aforesaid sum of One Hundred and Eight Dollars and fifteen cents when and as the same shall become due and payable as above set forth 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 James R. Smith and the said Lizza A. Smith, his wife, their heirs and assigns, shall possess said property.

And the said James R. Smith, 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 the insurable value of such improvements in some Company or Companies approved by the said Eugene L. Dudley, 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 Eugene L. 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 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 Mortgagors 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 Eugene L. Dudley, his executors, administrators or assigns, or Thomas J. Keating, 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 James R. Smith, for himself and for his heirs, executors, administrators and assigns hereby covenant to pay.

Witness the hands and seals of the Grantors, the day and year first above written.

Test:- C. T. Scott.

James R. his x mark Smith (SEAL)

Lizzie her x mark A. Smith (SEAL)

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that on this 13th. day of July, in the year nineteen hundred and fifteen, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James R. Smith and Elizza A. Smith, his wife, and did each acknowledge the aforegoing mortgage to be their respective act and deed.

And at the same time also before me personally appeared Eugene L. Dudley, 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.

John F. Quail
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the ninth day of February, in the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage to Nathaniel Johnson, without recourse to or guarantee by me.

Witness my hand and seal this twentieth day of September, nineteen hundred and twenty four.

WITNESS; James R. Scott. Eugene L. Dudley (SEAL)

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the ninth day of January, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

I hereby transfer and assign the within and aforegoing mortgage to H. B. W. Mitchell, for foreclosure and collection.

Witness my hand and seal this 16th. day of December, 1925.

Witness: Martha D. Johnson. Nathaniel Johnson (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. #7, folio 346 etc., a land record book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, in Equity, this 9th. day of January, in the year 1926.

B. Hackett Turner, Clerk.

Certified Copy Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that oN the ninth day of January, in the year nineteen hundred and twenty six, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W. Mitchell, as principal and R. Mildred Mitchell, and Philip T. Davidson, junior, 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 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, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this ninth day of January, nineteen hundred and twenty six.

WHEREAS, the said H. B. W. Mitchell is about to execute the power of sale contained in the mortgage from James R. Smith and Lizzie A, Smith, his wife, to Eugene L. Dudley, dated the thirteenth day of July, nineteen hundred and fifteen, and recorded in Liber W. F. W. No. 7, folio 346, a land record book for Queen Anne's County, and duly assigned ~~to H.B.W. Mitchell, for~~ by said Dudley, to NathaNiel Johnson, and by said Johnson assigned to H. B. W. Mitchell, for the purpose of foreclosure and collection.

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 fulfill any order or decree of any Court of Equity in relation to the mortgaged property or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of:

S. Katherine Fowler.

H. B. W. Mitchell. (SEAL)
R. Mildred Mitchell. (SEAL)
Philip T. Davidson, Jr. (SEAL)

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed January 9th. 1926.

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, folio 203 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 9th. day of January, in the year nineteen hundred and twenty six.

Seal's Place.

B. Hackett Turner, Clerk.

Statement of Mortgage Debt.
Filed Jan. 12th. 1926.

STATEMENT OF MORTGAGE DEBT.

Mortgage from James R. Smith and Lizzie A. Smith, his wife, to Eugene L. Dudley, dated July 13th. 1915, and recorded in liber W. F. W, No. 7, folio 346, a land record book for Queen Anne's County, and assigned by Eugene L. Dudley to Nathaniel Johnson and by him assigned to H.B.W. Mitchell, for foreclosure and collection,

Amount of principal mortgage debt ----------	$ 108.15
Interest from July 13th. to January 12th. 1926, date of sale.	68.12
	176.27
Taxes paid by Nathaniel Johnson, Assignee of said mortgage-------	9.21
	185.48
Attorney's commissions to H. B. W. Mitchell, with whom said mortgage has been placed for collection	9.27
	194,75

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 12th. day of January, in the year nineteen hundred and twenty six, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Nathaniel Johnson, Assignee of above mentioned and described mortgage, and made oath that the aforegoing statement of Mortgage Debt was correct and true as stated and that no part of the same has been paid.

B. Hackett Turner,
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,

REPORT OF SALE.
Filed January 12th. 1926.

H. B. W. MITCHELL, ASSIGNEE,	)	IN THE CIRCUIT COURT
VS.	)	FOR
JAMES R. SMITH, ELIZZA A. SMITH, MORTGAGORS.	)	QUEEN ANNE'S COUNTY.
	)	NO. 2638.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of H. B. W. Mitchell, Assignee of the Mortgage from James R. Smith and Elizza A. Smith, his wife, to Eugene L. Dudley, dated the thirteenth day of July, nineteen hundred and fifteen, and recorded in liber W.F.W. No. 7 folio 346, a land record book for Queen Anne's County, and by mesne assignments assigned to said H.B.W. Mitchell for foreclosure and collection; of the sale made by him of the two lots of land in said mortgage described, after default had occured in the terms and conditions of said mortgage, to your Honors respectfully sets forth: That 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, Maryland, and after having filed an approved bond for the faithful performance of his trust, the said H. B. W, Mitchell did, pursuant to said advertisement, attend in front of the Court House Door, in Queen Anne's County aforesaid, on Tuesday, January twelfth, nineteen hundred and twenty six, between the hours of one o'clock and two o'clock p.m., and then and there offered at public auction, the land and premises described in said mortgage as fo llows: The said Mitchell first offered the most valuable of the two lots advertised as aforesaid, that is to say, he offered the lot of land described in said mortgage as Parcel No. 1, known as "Lot No. 1 of the Grason Wood Lots", improved by small frame dwelling house,

situate, in The Fifth Election District of said County, containing five acres, one rood and two perches of land, more or less, and after he received a bid of only one hundred and thirty dollars for said lot of land, an amount insufficient to pay the mortgage debt, interest and costs, he withdrew it from sale and offered together the two lots of land, described in said mortgage as Parcel No. 1 aNd Parcel no. 2, coNsisting of the lot of land herein first described and also all that lot of land back of Saw Mill Lane, adjoining the land formerly of Eugene L. Dudley, now of Frank S, Dudley, the land of John E. Woolford and the land of Sallie Ann Scott, the two lots of land together sold as aforesaid, containing ten acres, one rood and two perches of land, more or less, and sold the same to Clarence A, Berry, he being then and there the highest bidder therefor at and for the sum of three hundred dollars. The purchaser has complied with the terms of sale to the extent of having paid one half of the purchase money, to wit: One hundred and fifty dollars in check.

All of which is respectfully submitted,

H. B. W. Mitchell
ASSIGNEE OF MORTGAGE.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 12th. day of January, nineteen hundred and twenty six, 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 in due form of law that the matters and things stated in the within and aforegoing Report of Sale were just and true as therein stated, and that the sale was fairly made.

Filed JaNuary 12th. 1926.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,

Certificate of Publicat ion of
Advertisement of Sale.
Filed Jany. 22nd. 1926.

PUBLIC SALE
OF
HOUSE AND LOT.
Under Power in Mortgage.

Under and by virtue of the power of sale contained in the mortgage from James R. Smith and Lizzie A. Smith, his wife, to Eugene L. Dudley, dated the 18th. day of July, 1915, and recorded in Liber W.F.W. No. 7, folio 346, a laNd record book for QueeN Anne's County, and by mesne assignments assigned to me for the purpose of foreclosure and collection, I will sell at public auction in front of the courthouse door in Centreville, Maryland, on

TUESDAY, JANUARY 12, 1926,

betweeN the hours of 1 o'clock aNd 2 o'clock p.m., all ~~of~~ that ~~or~~those lots of laNd, improved by a small frame dwelling house,, in Second Precinct of the Fifth Election District of said county, and being the property whereon James R. Smith now resides, known as "Lot No. 1 of the Grayson Wood Lots", containing 5 ACRES, 1 ROOD AND 2 PERCHES of laNd, more or less, and which was conveyed to James R. Smith by John B. Brown, Trustee, by deed dated March 10th. 1882, and also all of that lot of land adjoining the above mentioned lot ofland, back of Saw Mill Lane, adjoining the land formerly of Eugene L. Dudley now of Frank S. Dudley; the land of John R. Woolford and the land of Sallie Ann Scott, containing about 5 acres of land, and which was conveyed to James R. Smith by Wm. J. Price by deed dated April 14th. 1896,. The two above mentioned lots of land are now enclosed and used as one lot of land containing 10 acres, 1 rood and 2 perches of land, more or less.

TERMS OF SALE,- One-half of the purchase money to be paid in cash on day of sale and the balance in 6 months from day of sale, with interest, and to be secured by note or purchaser to satisfaction of the undersigned. Title papers and revenue stamps to be at expense of purchasers.

H. B. W. MITCHELL,
Assignee of Mortgage.
J. Elmer Anthony, Auctioneer.

We hereby certify that the annexed advertisement appeared in The Queenstown News, a newspaper printed and published in Queen Anne's County, for four successive weeks being more than 20 days before the 12th. day of January, 1926.

The Queenstown News,
M. W. Aker, Publisher.

N I S I.

H. B, W. Mitchell, AssigNee, (IN THE CIRCUIT COURT

vs.) FOR QUEEN ANNE'S COUNTY

James R. Smith, (IN EQUITY.
Elizza A. Smith.

) CHANCERY No. 2638

ORDERED This 12th. day of January, A. D. 1926, 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 23rd. 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 19th. day of February next.

The Report states the amount of sales to be $300.00.

B. Hackett Turner, Clerk.

Filed January 12th. 1926.

Certificate of Publication of
Advertisement Order Nisi.

Filed Jan. 22nd. 1926.

ORDER NISI.

H. B. W. Mitchell, Assignee,

vs.

James R. Smith and Elizza A. Smith.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2638.

Ordered, this 12th. day of January, A.D. 1926, 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 contraty thereof be shown on or before the 23rd. 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 19th. day of February next.

The report states the amount of sales to be $300.

B. HACKETT TURNER, Clerk.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed January 12, 1926.

We hereby certify that the annexed advertisement appeared in The Queenstown News, a newspaper printed and published in Queen Anne's County for four successive weeks before February 19, 1926.

THE QUEENSTOWN NEWS,

M. W. Aker.

Filed Jan. 22nd. 1926.

ORDER OF COURT RATIFYING SALE.

ORDERED, this 30th. day of March, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made by H. B. W. Mitchell, Assignee of mortgage, and reported by him in the aforegoing report of sale in the case entitled: "H. B. W. Mitchell, Assignee of Mortgage, vs. James R. Smith and Lizzie A. Smith, his wife, Mortgagors", being No. 2638 in this Court, 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 H. B. W. Mitchell, Assignee of Mortgage, is allowed the commissions provided for by said mortgage and all expenses not personal upon producing proper vouchers therefore before the Auditor.

Filed March 30th. 1926.

Thomas J. Keating.

PETITION TO SUBSTITUTE PURCHASERS.
Filed Jan. 24th. 1927.

H. B. W. Mitchell, Assignee of Mortgage, vs. James R. Smith, Elizza A. Smith, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2638.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clarence A. Berry and Sarah A. Berry, his mother, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Report of Sale filed in the above entitled cause, the said Clarence A. Berry became the sole purchaser at the sale therein reported of the real estate therein described.

2. That the said Clarence A. Berry now desires to have himself and the said Sarah A. Berry, his mother, substituted as purchasers, as joint tenants, of the said real estate in the place and stead of the said Clarence A. Berry, as sole purchaser; and the said Sarah A. Berry also desires that said substitution be made as aforesaid, as will appear from the fact that she is one of the Petitioners herein.

Your Petitioners, therefore, pray this Honorable Court to pass an order substituting them, the said Clarence A. Berry and Sarah A. Berry, his mother, as joint tenants, as the purchasers of said real estate, in the place and stead of the said Clarence A. Berry, as sole purchaser, and directing H. B. W. Mitchell, Assignee of Mortgage and Vendor of the said real estate, to convey the said real estate unto the said substituted purchasers.

Clarence A. Berry

Sarah A. Berry

Petitioners.

I, H. B. W. Mitchell, Assignee of Mortgage, and Vendor of the real estate mentioned in the aforegoing Petition, do hereby consent to the substitution of the said Clarence A. Berry and Sarah A. Berry, his mother, as joint tenants, as the purchasers of said real estate, in the place and stead of the said Clarence A. Berry, as sole purchaser.

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

ORDER OF COURT

ORDERED, this 24th. day of January, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, upon the aforegoing Petition, that Clarence A. Berry and Sarah A. Berry, his mother, be and they are hereby substituted, as joint tenants, as purchasers of the real estate described in the Report of Sale filed in this cause, in the place and stead of the said Clarence A. Berry, as sole purchaser; and it is further ordered that H.B.W. Mitchell, Assignee of Mortgage and Vendor of the said real estate, be and he is hereby authorized, empowered and directed, upon the payment unto him in full of the purchase money, to grant and convey the said real estate unto the said Clarence A. Berry and Sarah A. Berry, his mother, as joint tenants, in the place and stead of the said Clarence A. Berry, as sole purchaser, and in the same manner as if the said Clarence A. Berry and Sarah A. Berry, his mother, had been the original purchasers of said real estate as joint tenants.

Filed Jan. 24th. 1927. Thomas J. Keating.

Report and Account of the Auditor.
Filed Apr. 13th. 1927.

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

H. B. W. Mitchell, assignee,

vs. Chancery No. 2638.

James R. Smith, et al.

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, assignee of the mortgage mentioned in this cause and the person making the sale of the land reported sold, with the gross amount of the sale made by him, and then thereout allowing him as follows:

His compesation for making sale per terms of mortgage and rule of court; costs of advertising sale and the several orders nisi of the cause, the charges of the auctioneer for selling the land, the fee of the auditor, and the mortgage debt in full, according to the statement of the said debt in full, according to the statement of the said debt filed and as after these allowances there is a balance remaining, this balance is distributed unto James R. Smith, the mortgagor.

The said H. B. W, Mitchell has furnished vouchers for his allowances and these will be returned with the audit.

Respectfully submitted,

Madison Brown

April 12, 1927.

Auditor.

The proceeds of the sale of the mortgaged real estate of James R. Smith, mortgagor, in account with H. B. W. Mitchell, assignee of the mortgage mentioned in this cause under which the sale was made.

Cr:

1926. Jan. 12:	By gross proceeds of the sale of the mortgaged real estate, per report of sale filed:		$300.00

Dr:

" "	To H.B.W. Mitchell, assignee, person making the sale, for his compensation, per terms of said mortgage, to wit: sum of:		$21.00
	To do., for the court costs of this suit, per statement of clerk as follows: Appearance fee of H.B.W. Mitchell:	$10.00	
	Costs of B.H. Turner, clerk:	18.75	28.75
	To do., for the amount paid J.E. Anthony for crying sale made, per his receipt,		5.00
	To do., for for the costs of advertising the sale and the order nisi thereon in Queenstown News, per accounts for same exhibited, to wit:		18.50
	To do., for the costs of advertising the order nisi to be passed as to this report and account, to wit:		3.00
	To do., for the amount of the fee of the auditor, to be paid the auditor, for stating this account, to wit:		4.50
	To H.B.W. Mitchell, assignee of the mortgage, in full of the mortgage debt due under said mortgage (see state,ent filed):		194.75
	To James R. Smith, the mortgagor, this balance, to wit:		24.50
		$300.00	$300.00

April 12, 1927. Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

H. B. W. Mitchell, Assignee,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
James R. Smith, et al.	IN EQUITY.
	CASE NO. 2638.

ORDERED, This 13thl day of April, in the year nineteen hundred and twenty seven, 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 May, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of April, 1927, in some newspaper printed and published in Queen Anne's County.

Filed Apr. 13th. 1927. B. Hackett Turner, Clerk.

ORDER OF COURT RATIFYING AUDIT.

ORDERED, this 9th. day of May, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing 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 to have been given as required by the preceeding Order of Ratification Nisi. The Trustee Assignee is directed to apply the proceeds accordingly, with a due proportion interest as the same has been or may be received:

Filed May 10th. 1927. Thomas J. Keating.

No. 2538 Chancery.

Queen Anne's County, to wit: Be it remembered that on the 14th. day of April in the year nineteen hundred twenty four Messrs. Thos. J. Keating and J. Frank Harper, executors and trustees under the last will and testament of Mary Avis Cahall, filed in Court here the following Petition asking the Court to assume jurisdiction of the trust created by said will, the same being the following, to wit:

In the Matter of the Trust Created by the Will of Mary Avis Cahall, deceased.	)	In the Circuit Court for Queen Anne's County, in Equity.
	)	Cause No. 2538.

To the Honorable, the Judges of said Court:

The Petition of Thomas J. Keating and J. Frank Harper, Executors and Trustees under the last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased, to your Honors respectfully shows;

1. That heretofore, to wit: on the twenty-eighth day of December, in the year nineteen hundred and nineteen, Mary Avis Cahall, late of Queen Anne's County aforesaid, departed this life leaving a last will and testament duly executed to pass real estate, which was duly admitted to probate by the Orphans' Court of Queen Anne's County and is now of record in the Office of the Register of Wills for said County in Liber W. T. B. No. 1, folios 256 etc., a will record book for Queen Anne's County aforesaid, a duly certified copy of which said last will and testament and of the probate thereof, marked "ExhibitNo. 1", is filed herewith as part of this Petition.

2. That by Item One of the said last will and testament of the said Mary Avis Cahall, the said testatrix directed the payment of her debts, funeral expenses, and costs of administration from her personal estate, and that if her said personal estate be insufficient for the payment thereof, any part remaining unpaid should be paid by the Executors out of the income from the real estate directed to be held by the Executors in trust as provided in Item three of said will; and that by Item Two of the said last will and testament the said testatrix directed that the Executors purchase and have erected a tombstone at the grave of the testatrix and that the cost thereof and of certain corner stones be paid by the Executors from the same sources out of which she directed the payment of her said debts, funeral expenses and costs of administration.

3. That by Item Three of the said last will and testament the said testatrix, Mary Avis Cahall, devised and bequeathed unto your Petitioners, Thomas J. Keating and J. Frank Harper, the Executors of her said will, and the survivor of them, and their successor orsuccessors in the trust, all of her real estate, wheresoever the same should be situate, and such of her personal estate as should remain after the directions in said Item One and said Item Two of said will had been carried out, in trust and confidence, nevertheless, to have, hold, manage, control, invest and reinvest, sell and dispose of the same, and take, receive, collect and hold the rents, profits, issues, interest and income accruing and arising from said real estate and personal property, for and during the period and for the purposes in said Item Three set forth, that is to say: for and during the period of the joint lives of her sisters, Rhoda C. Roach and Sarah Elizabeth Parr, and for and during the life of the survivor of said sisters; and during said periods to pay and apply the net rents, profits, issues, interest and income accruing and arising therefrom in accordance with the provisions contained in and as directed by the said Item Three of said will, which said Item Three is in the language following, as will appear by reference to the said certified copy of said last will and testament filed herewith, marked "Exhibit No. 1", to wit:

"ITEM THREE. All my real estate, wheresoever the same shall be situate, of which I die seized and possessed, and such of my personal estate as may remain after the directions in Item One and Item Two of this will have been carried out, I do hereby give, devise and bequeath to my Executors hereinafter named, and the survivor of them, and their successor or successors in the trust, in trust and confidence, nevertheless, to have, hold, manage, control, invest and reinvest, sell and dispose of the same, and to take, receive, collect and hold the rents, profits, issues, interest and income accruing and arising from said real estate and personal property, for and during the period and for the purposes hereinafter set forth, that is to say: for and during the period of the joint lives of my sisters, Rhoda C. Roach and Sarah Elizabeth Parr, and for and during the period of the life of the survivor of them; and during said periods to pay and apply the net rents, profits, issues, interest and income annually accruing and arising therefrom, as follows, to wit:-

First: To the payment of whatever amount or amounts may be necessary to carry into effect the provisions and directions contained in Item One and Item Two of this will;

Second: To the payment of the following amounts which I hereby give and bequeath as legacies to the following named persons respectively, the said legacies, as to the payment thereof, to stand on an equal footing and without preference or priority, to wit:-

(a) To the payment to my said sister, Rhoda C. Roach, of the sum of One Thousand Dollars ($1,000.00).
(b) To the payment to my said sister, Sarah Elizabeth Parr, of the sum of One Thousand Dollars ($1,000.00).

(c) To the payment to my brother, William J. Gough, of the sum of One Thousand Dollars ($1,000.00).
(d) To the payment to my brother, Charles F. Gough, of the sum of One Thousand Dollars ($1,000.00).
(e) To the payment to Annie E. Bryan, niece of my deceased husband, of the sum of One Thousand Dollars ($1,000.00).
(f) To the payment to Dora P. Chambers of the sum of Two Hundred and Fifty Dollars ($250.00).
(g) To the payment of Bessie Chambers of the sum of Two Hundred and Fifty Dollars ($250.00).
(h) To the payment to my friend, Reverend Henry Nice, of the sum of Two Hundred and Fifty Dollars ($250.00).
(i) To the payment of The Trustees of the Methodist Episcopal Church at Centreville, in Queen Anne's County and State of Maryland, a body corporate, of the sum of Two Hundred and Fifty Dollars ($250.00).

Should the aforesaid net rents, profits, issues, interest and income received by said Trustees during the life of my said sisters, Rhoda C. Roach, and Sarah Elizabeth Parr, and the survivor of them, prove to be insufficient to pay the said legacies in full, then the amount of said net rents, profits, issues, interest and income applicable to the payment of said legacies shall be apportioned by the said Trustees among said legatees pro rata according to the amount so as aforesaid bequeathed to each legatee;

Third: After the application of said net rents, profits, issues, interest and income to the carrying out of the provisions and directions of said Item One and Item Two of this will, and after the payment thereout of the aforesaid legacies, then the said net rents, profits, issues, interest and income shall be paid by the said Trustees to my said sisters, Rhoda C. Roach and Sarah Elizabeth Parr, annually during their joint lives, in equal proportions, share and share alike, and from and after the death of either of them, shall be paid by the said Trustees annually to the survivor of them for and during the remainder of the term of her natural life;

And upon the death of the survivor of my said sisters, Rhoda C. Roach and Sarah Elizabeth Parr, my said Executors hereinafter named, or the survivof of them, or their successor or successors in said trust, are hereby authorized, empowered and directed to sell, either at public or private sale, in their discretion, and upon such terms as they may deem most advantageous, all my said real estate, and after the payment of costs and expenses incident to the making of such sale, are hereby authorized, empowered and directed to pay and apply the net proceeds of said sale as follows:

First; To the payment of any balance of my debts that may still remain unpaid after the application thereto of my personal estate and of the income from my real estate to such debts:

Second: To the payment to Miriam Chambers of the sum of Two Hundred and Fifty Dollars ($250.00), which said sum I do hereby bequeath to the said Miriam Chambers from said net proceeds of sale;

Third: To the payment to Pauline Chambers of the sum of Two Hundred and Fifty Dollars ($250.00), which said sum I do hereby bequeath to the said Pauline Chambers from said net proceeds of sale;

Fourth; To the payment of the remainder of said net proceeds of sale to my following named nephews and nieces, to wit:- Ernest Roach, John Henry Roach, Oakley Roach, Hester Anne Roach Dewlin, Helen Parr Iceman, Avis Edith Parr, Edgar Parr, Elizabeth Gough, Ruth Gough and Jane Gough, to be divided between them in equal proportions, share and share alike, which said remainder of said net proceeds of said sale, together with any of my personal estate that may remain in the hands of my said Executors as Trustees as aforesaid, I do hereby give, devise and bequeath to my said nephews and nieces, Ernest Roach, John Henry Roach, Oakley Roach, Hester Anne Roach,Dewlin, Helen Parr Iceman, Avis Edith Parr, Edgar Parr, Elizabeth Gough, Rugh Gough and Jane Gough, in equal proportions, share and share alike, absolutely and in fee simple, and the said trust shall then cease and terminate".

4. That by Item Five of the said last will and testament the said testatrix did constitute and appoint your Petitioners, Thomas J. Keating and J. Frank Harper, to be the Executors of her said last will and testament; and that on the eighteenth day of April, in the year nineteen hundred and twenty two, your Petitioners duly qualified as Executors as aforesaid, and on the same day letters testamentary were granted and issued to them as such Executors, as will appear by certificate of said letters testamentary filed herewith marked "Exhibit No. 2".

5. That prior to the granting of the said letters testamentary and the probate of said will, owing to caveate proceedings which were pending in reference to said will, letters of administration pendente lite of the personal estate of the said testatrix, were granted by the Orphans' Court of Queen Anne's County unto Thomas J. Keating, J. Frank Harper and J. H. C. Legg; and that the said Thomas J. Keating, J. Frank Harper and J. H. C. Legg; were on the twenty-ninth day of March, in the year nineteen hundred and twenty-one, appointed Receivers to take charge of, hold and manage the real estate of the said testatrix, which said real estate consisted of the farm or tract of land of the testatrix, known as "The Robert E. Cahall Farm", situate in Queen Anne's County aforesaid as will appear by reference to the proceedings in this Court in the cause entitled "Rhoda C. Roach, et al., vs. Sarah Elizabeth Parr, et al.", being Cause No. 2381.

6. That as will appear by the First Administration Account in the estate of said testatrix filed by your Petitioners and ratified by the Orphans' Court of Queen Anne's

County on the eighth day of April, in the year nineteen hundred and twenty-four, there is a balance now in the hands of your Petitioners as Executors and Trustees as aforesaid amounting to the sum of Two Hundred Ninety Dollars and NiNety Six Cents ($290.96); and that as will further appear by the said First Administration Account of your Petitioners and by the First and Final Administration Account of the said Administrators Pendente Lite filed in and ratified by the Orphans' Court of Queen Anne's County on the eighteenth day of April, in the year nineteen hundred and twenty-two, all the personal property of the said testatrix and all of the net income which has been received from said real estate of the said testatrix have been entirely consumed in the payment of the debts of the deceased, funeral expenses of the deceased, costs of administration, and the costs incurred in the proceedings had in the Courts prior to the probate of the will, except the aforesaid balance of Two Hundred Ninety Dollars and Ninety Six Cents ($290.96) which now remains in the hands of your Petitioners as Executors and Trustees as aforesaid as hereinabove set forth. A certified copy of said First Administration Account of your Petitioners marked "Exhibit No. 3" aNd a certified copy of the said First and Final Administration Account of the said Administrators Pendente Lite, marked "Exhibit No. 4", are filed herewith.

7. That although the above balance of Two Hundred Ninety Dollars and Ninety Six Cents ($290.96), remains in the hands of your Petitioners as Executors and Trustees as aforesaid, there is still unpaid the collateral inheritance tax due the State of Maryland on the real estate of the said testatrix, consisting as aforesaid of the said farm or tract of land known as "The Robert E. Cahall Farm"; and that the appraised value of said farm is the sum of Eleven Thousand Two Hundred and Fifty Dollars ($11,250.00) as will appear from the Inventory and Appraisement of said real estate duly filed in the Orphans' Court of Queen Anne's County in the matter of the administration of the estate of the said Mary Avis Cahall, deceased, a certificate of which said Inventory and Appraisement, marked "Exhibit No. 5", is filed herewith.

8. That, therefore, the entire corpus of the said trust estate now held by and in the hands of your Petitioners as Executors and Trustees as aforesaid consists of the aforesaid farm known as "The Robert E. Cahall Farm", and that the entire balance of the income of the said trust now in the hands of your Petitioners as Executors, and Trustees as aforesaid is the said sum of Two Hundred Ninety Dollars and NiNety Six Cents ($290.96).

9. That your Petitioners desire to place their said trust estate, created as aforesaid, by said Item Three of the said last will and testament of Mary Avis Cahall, deceased, within the jurisdiction of this Honorable Court in order that they may conduct and administer the said trust under the direction, control, and supervision of this Honorable Court; and that they offer themselves ready to file such bond for the faithful performance and execution of the duties of their said trust as this Court may deem proper, and to abide by and perform such orders and decrees as may be passed by this Court in relation to the said trust. And your Petitioners further desire to be directed as to the sources from which payment is to be made of the said collateral inheritance tax and the time or times of the payment thereof.

Your Petitioners therefore pray:

(1) That this Honorable Court may assume jurisdiction over the aforesaid trust created by said Item Three of the said last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased;

(2) That this Honorable Court may determine and name the amount of the penalty of the bond to be executed by your Petitioners as Trustees as aforesaid for the faithful performance and execution of the duties of their said trust and to be filed by them in this cause; and that this Honorable Court may supervise and direct your petitioners in management and performance of their said trust;

(3) That this Honorable Court may direct your Petitioners as to the source from which the payment of the said collateral inheritance tax is to be made and the time or times of the payment thereof.

(4) And That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

Thomas J. Keating

J. Frank Harper

Executors and Trustees under the trust created by the last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased.

William R. Horney

Attorney for Petitioners.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this twelfth 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 Queem Anne's County aforesaid duly commissioned and qualified according to law, personally appeared Thomas J. Keating, one of the Executors and Trustees under the trust created by the last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the matters and things stated in the aforegoing petition are true as therein set forth 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.

A. Sydney Gadd,,Jr,,,
NOTARY PUBLIC.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this tenth 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 Baltimore City aforesaid, duly commissioned and qualified according to law, personally appeared J. Frank Harper, one of the Executors and Trustees under the trust created by the last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the matters and things stated in the aforegoing petition are true as therein set forth 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.

Frances E. Derwart
NOTARY PUBLIC.

ORDER OF COURT

The aforegoing Petition and the Exhibits filed therewith having been read and considered, it is thereupon this 5th. day of May, in the year nineteen hundred and twenty-four, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that jurisdiction be and is hereby assumed by this Court over the trust estate created by Item Three of the last will and testament of Mary Avis Cahall, late of Queen Anne's County, State of Maryland, deceased, as set forth in the aforegoing petition, and that the Petitioners, Thomas J. Keating and J. Frank Harper, the Executors and Trustees named in and appointed by the said last will and testament, be and they are hereby required and directed to file in this proceeding with the Clerk of this Court 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 of this Court, in the penalty of two thousand Dollars ($2000.00), conditioned for the faithful performance of the duties of their said trust under said Item Three of the said last will and testament of the said Mary Avis Cahall, deceased, and for the faithful performance and execution of the trust reposed in them by this decree or which may be reposed in them by any future decrees or order in the premises; and it is further ordered that the costs of this proceeding, including a fee of twenty five Dollars ($25.00), to the Attorney preparing the aforegoing petition, be paid by the said Executors and Trustees out of the income of their said trust estate.

Filed May 6th. 1924.

Lewin W. Wickes.

No. 2105 CHANCERY.

Petition and Account of Mary Covey and Eugene Pennington, Executors, Trustees under the Will of George Harman Covey, deceased, and Mary Covey, individually.

Filed July 25th. 1914.

In the Matter of the Trust created by the Will of George Harman Covey, deceased.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2105.

To the Honorable, the Judges of said Court;-

The Petition of Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, and Mary Covey, individually, to your Honors, respectfully shows:-

1. That the said George Harman Covey departed this life some time in the month of June, in the year nineteen hundred and ten, leaving a last will and testament which was duly admitted to probate by the Orphans' Court for Queen Anne's County, aforesaid, and is recorded in the Office of the Register of Wills for said County in Liber R. W. T. No. 1, folios 305 &c., a will record book for Queen Anne's County aforesaid, a certified copy of which said last will and testament and the probate thereof, marked "Exhibit A", is filed herewith as a part hereof.

2. That under and by the said last will and testament your Petitioners, Mary Covey and Eugene Pennington were appointed and constituted the Executors of said last will and testament, and that they duly qualified as such Executors and letters testamentaby were duby granted unto them by the said Orphans' Court for Queen Anne's County, as will appear by the certificate of the granting of said letters marked "Exhibit B" and filed herewith as a part hereof.

3. That your Petitioner, Mary Covey, is the widow of the said testator, George Harman Covey.

4. That under and by the said last will and testament the said testator devised and bequeathed in the language following, that is to say:-

"Item 2. I give, devise and bequeath all my property, real, personal and mixed, wherever same may be situated, unto my wife, Mary Covey, for and during the term of her natural life, and no longer, and then in fee to my children, living at the time of my death, share and share alike.

Item 3. If in the judgment of my executors hereinafter to be named it is deemed by them to be to the best interest of my wife and children that the small farm, known as "The Sullivan Or Mason" tract of land, shall be sold, I hereby authorize and empower my executors hereinafter named or the survivor of them, or the executor or the executors for the time being of this, my will, to sell and convey at private or public sale, the said "Sullivan or Mason" tract of land, and I also further authorize and empower my said executors to receive and invest the proceeds and pay and apply the interest and income thereof, to my said wife so long as she shall live,".

5. That in pursuance of the power and authority conferred upon them by the said Item Three of said last will and testament, your Petitioners, Mary Covey and Eugene Pennington, Executors as aforesaid, sold the small farm of the testator known as "The Sullivan or Mason" tract of land at and for the sum of $2600.00 and the said sale was duly reported to and ratified by the said Orphans' Court for Queen Anne's County.

6. That the total rest and residue of the personal estate of the said George Harman Covey, deceased, remaining in the hands of your Petitioners, Mary Covey and Eugene Pennington, Executors as aforesaid, after the payment of the debts of their said decedent, together with the said sum of $2600.00 received from the sale of said "Sullivan or Mason" tract of land, amounted to the sum of $3108.92, and that in the Distribution Account passed and ratified October 31st., 1911, by the Orphans' Court for Queen Anne's County in the estate of the said George Harman Covey, deceased, tHe said sum of $3108.92 was distributed as follows:-

"To your AccounTants, Mary Covey and Eugene Pennington, Executors of the last will and testament of George Harman Covey, deceased, is hereby distributed the sum of Twenty Six Hundred Dollars ($2600.00), being the proceeds of the sale of the "Sullivan or Mason" farm, in trust, nevertheless, to receive and invest the same and to pay and apply the interest and income therefrom to the said Mary Covey, widow of said George

Harman Covey, so long as she shall live; and from and after the death of Mary Covey the said sum of Twenty Six Hundred Dollars to be distributed and paid to the children of the said George Harman Covey living at the time of the death of the said George Harman Covey, in accordance with the terms and provisions of Item Two and ITem Three of the said last will and testament of George Harman Covey,

$2600.00 $

To Mary Covey, surviving wife of said deceased, for and during her natural life and no longer, and at her death to Stella May Covey, Eva Mildred Covey, Mary Ethel Covey and Marguerette Catherine Covey, the children of the said George Harman Covey living at the time of his death, in equal proportions, in fee simple, in accordance with the provisions of Item Two of the said last will and testament of George Harman Covey, deceased, the balance in the hands of your Accountants, to wit, the sum of - - -- 508.92 $3108.92"

All of which will appear by reference to the certified copy of said Distribution Account marked "Exhibit C" and filed herewith as a part of this Petition.

7. That as will appear by the said last will and testament and by the said Distribution Account, your Petitioner, Mary Covey, is entitled to the interest and income arising from each of the two said sums of money, to wit: the said sum of $2600.00 and the said sum of $508.92, for and during the term of her natural life, and that the remainder in each of the aforesaid two sums of money is vested in the samd persons, that is tosay: in the children of the said testator, George Harman Covey, living at the time of his death.

8. That the life beneficiary and remaindermen being the same as to each of the aforesaid funds, at the request of the said Mary Covey and in order to facilitate and safe-guard the investment of the said sum of $508.92, distributed to her for life with remainder over as aforesaid, the said sum of $508.92 was consolidated with the said sum of $2600.00 for the purposes of investment.

9. That your Petitioners have endeavored, to the best of their ability, to keep the said funds, amounting as aforesaid to $3108.92, invested, as a result of which said investments the said trust fund has yielded and produced to the cestui que trust, the said Mary Covey, from the time your Petitioners assumed said trusteeship down to the date of the filing of this Petition, the net income as set forth in the following statement, to wit:-

Total income received from July 1st. 1911, to December, 31st. 1911, being the interest on $3100.00 at 5%,	$77.50	
By commission retained,	4.50	$73.00
Total income received from Jan. 1st. 1912, to June 30th. 1912, being the interest on $3100.00 at 5%,	77.50	
By commission retained,	3.50	74.00
Total income received from July 1st. 1912, to December 31st. 1912, being the interest on $3100.00 at 5%,	77.50	
By commission retained,	2.50	75.00
Total income received from January 1st. 1913, to June 30th. 1913, being the interest on $3200.00 at 5-1/2 and 6%,	94.50	
By commission retained,	4.50	90.00
Total income received from July 1st. 1913, to December 31st. 1913, being the interest on $3200.00 at 6%,	96.00	
By commission retained,	6.00	90.00
Total income received from January 1st. 1914, to June 30th. 1914, being the interest on $3200.00 at 5%,	80.00	
By commission retained,	5.00	75.00
Total amount of the net income,		$477.00

10. That your Petitioners have fully paid over to the said Mary Covey all the aforesaid net interest and income which has accrued from and been produced by the investment of the said funds during the said entire period, as set forth in the aforegoing statement; and the said Mary Covey, in her individual capacity, hereby acknowledges that she has received the said entire net income which has accrued down to the present time, amounting as aforesaid to the total sum of Four Hundred and Seventy Seven Dollars ($477.00).

11. That the said entire original corpus of said funds, to wit:- the said sum of Thirty One Hundred and Eight Dollars and NiNety Two Cents ($3108.92, has been increased

to the extent of One Hundred and Ten Dollars ($110.00), the same having been acquired by your Petitioners from the sale of some stock in which a portion of said funds was for a time invested, your Petitioners having received from the sale of said stock the sum of $110.00 in excess of the amount which they paid therefor when they purchased same; that therefore the entire present corpus of the said funds now amounts to the sum of Thirty Two Hundred and Eighteen Dollars and NiNety Two Cents ($3218.92).

12. That of the said corpus of said funds, to wit:- $3218.92, your Petitioners have invested the sum of Thirty One Hundred Dollars ($3100.00), in the purchase of four United Railways and Electric Company of Baltimore five per cent two year Collateral Trust Convertible Notes, payable June 1916, three of said notes being for the sum of $1000.00 each and one of said notes being for the sum of $100.00; that the said notes are now held by your Petitioners and represent to the extent of said sum of $3100.00 the corpus of the said funds in the hands of your Petitioners; and that the balance of said corpus of said funds, to wit:- the sum of One Hundred and Eighteen Dollars and Ninety Two Cents ($118.92), is now on deposit to the credit or your Petitioners in the Savings Department of The Queen Anne's National Bank of Centreville.

13. That in making the aforesaid investment, the said fund of $508.92 was included by said Mary Covey in said investment.

14. That your Petitioners, Mary Covey, now resides in the City of Camden, State of New Jersey, and that your Petitioner, Eugene Pennington, now resides in the City of Baltimore, State of Maryland, and that it is most inconvenient for them to give proper attention to the duties of their said trust as Executors and Trustees as aforesaid; that they are desirous of retiring from and resigning the said trust, and to that end they do hereby resign the same; and your Petitioners, Mary Covey and Eugene Pennington, Trustees as aforesaid, respectfully request this Honorable Court to assume jurisdiction in the premises, and to release and discharge them from said trust and appoint some one else Trustee under said Third Item of the said last will and testament of George Harman Covey, deceased, in their place and stead.

15. That for the preservation and protection of the said sum of $508,92 distributed to the said Mary Covey for and during the term of her life as aforesaid, and that the same may be safely invested so that your Petitioners, Mary Covey, may receive the income therefrom during her life time, your Petitioner, the said Mary Covey, individually, deems it desirable and necessary that this Honorable Court shall assume jurisdiction and control over the said last mentioned sum of money and that this Court shall appoint a Trustee to manage, hold and invest the same under the direction of this Court, and pay the annual income therefrom to your said Petitioner, Mary Covey; that inasmuch as the life beneficiary as well as those entitled in remainder are the same both as to the said fund of $2600.00 and the said fund of $508.92, and as both of said funds are included and represented in the said investment made by your Petitioners in the said four United Railways and Electric Company of Baltimore, Collateral Trust Convertible notes, as hereinbefore set forth, your Petitioner, Mary Covey, individually, desiresthat the two said funds, to wit:- the said sum of $2600.00 and the said sum of $508.92, be consolidated into one trust fund by this Honorable Court and that the Trustee to be appointed by this Court in the place and stead of the said Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, who have resigned the said trust as hereinbefore set forth, shall be directed to receive, hold, manage, control and invest also the said sum of $508.92 so that both of said funds shall be consolidated into and constitute one trust fund and be held by the same Trustee under the jurisdiction of this Court.

Your Petitioners therefore pray:-

1. That this Honorable Court may assume jurisdiction over the aforesaid trust created by said Third Item of the last will and testament of the said George Harman Covey, deceased, and may also assume jurisdiction over the said sum of $508.92 distributed as aforesaid to the said Mary Covey for and during the term of her life in the Distribution Account in the estate of the said George Harman Covey, deceased.

2. That the said Court may cause notices to be given by publication in one or more of the newspapers published in Queen Anne's County, State of Maryland, and for such time as the Court may deem proper, giving notice of the filing of this Petition and Account, and that your Petitioners, the said Mary Covey and Eugene Pennington, Executors, may be released and discharged as Trustees as aforesaid from the further execution of their said trust under the said last will and testament of George Harman Covey, deceased.

3. That the said Court may order and direct that the said funds described in said Petition, to wit:- the said sum of $2600.00 and the said sum of $508.92, be consolidated into and constitute one trust fund, and that the same person be appointed by said Court, Trustee to receive both of said funds, now amounting, together with said sum of $110.00 acquired as set forth in Paragraph Eleven of said Petition, to the total sum of $3218.92, and to hold, manage and invest the same as one trust fund and to pay over the income arising therefrom to the said Mary Covey, for and during the term of her natural life.

4. AndThat your Petitioners may have such other and further relief as their case may require.

And as in duty bound &c.,

Mary Covey

J. Frank Harper
Solicitor for Petitioners.

Eugene Pennington
Executors, Trustees under will of
George Harman Covey, deceased.

Mary Covey

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I hereby certify that on this 23rd. day of July, in the year nineteen hundred and fourteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly and legally commissioned and qualified, personally appeared Mary Covey, one of the Executors and Trustees under the will of George Harman Covey, deceased, and also individually, and made oath in due form of law as one of the Executors and Trustees as aforesaid and also in her individual capacity that the matters and things stated in the aforegoing Petition and Account are true as therein set forth to the best of her knowldge and belief.

In testimony whereof I have hereunto subscribed my name and my Notarial Seal the day aNd year last above written:-

Notary
Public
Seal.

William J. McFeely, Jr.
Notary Public.

My Commission expires May 1916.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I hereby certify that on this 23rd. day of July, in the year nineteen hundred and fourteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly and legally commissioned and qualified, personally appeared Eugene Pennington, one of the Executors and Trustees under the will of George Harman Covey, and made oath in due form of law that the matters and things stated in the aforegoing Petition and Account are true as therein set forth to the best of his knowledge and belief,.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written:-

notary
public
seal.

William J. McFeely, Jr.
Notary Public.

My Commission expires May 1916.

I, Mary Covey, life beneficiary under the trust created by the Third Item of the last will and testament of George Harman Covey, late of Queen Anne's County, deceased, and also of the said sum of $508.92 distributed to me for life in the Distribution Account in the Estate of the said George Harman Covey, deceased, do hereby admit and acknowledge that all the net interest and income of every kind which have accrued and arisen from or been produced by the said funds, referred to and described in the aforegoing petition and Account, and which have accrued and arisen from or been produced by the investments of said funds made by said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, during the entire period of said Trusteeship, that is to say, from October 31st. 1911, down to the date of the filing of said Petition and Account, amounting as set forth in Paragraph 9 of said Petition and Account to the sum of Four Hundred and Seventy Seven Dollars ($477.00) have been fully and promptly paid over to and received by me.

I hereby respectfully request that J. FRANK HARPER, of Queen Anne's County, State of Maryland, be appointed by this Honorable Court Trustee in the place and stead of the said Mary Covey and Eugene Pennington, Executors, who have resigned as Trustees under the will of George Harman Covey, deceased, and that the said J. Frank Harper, be also appointed Trustee of the aforesaid fund of $508.92 both of said funds to be consolidated into and constitute one trust fund in the hands of the said J. Frank Harper, as Trustee.

WITNESS my hand this Twenty Third day of July, in the year nineteen hundred and fourteen.

Mary Covey.

In the matter of the Trust created by the Will of George Harman Covey, deceased.	)	In the Circuit Court for Queen Anne's County In Equity. Cause No. 2105.

Upon the Petition and Account of Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, and Mary Covey, individually, filed in this cause on the twenty fifth day of July, nineteen hundred and fourteen, in which the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, resign the said trust and request to be released and discharged from the further execution thereof and pray that this Court may assume jurisdiction over the said trust, and in which the said Mary Covey, individually, prays that this Court may assume jurisdiction over the sum of Five Hundred and Eight Dollars and Ninety two cents ($508.92) distributed to the said Mary Covey for and during the term of her life in the Distribution Account in the estate of the said George Harman Covey, deceased, that the said sum of Five Hundred and Eight Dollars and NiNety Two Cents ($508.92) and the funds held by the said Mary Covey and Eugene Pennington, Executors, as Trustees under said will, be consolidated into and constitute one trust fund, and that the same person be appointed by this Court Trustee to receive both of said funds and to hold, manage and invest the same as one trust fund under the jurisdiction of this Court, IT IS ADJUDGED, ORDERED AND DECREED this twenty seventh day of July, in the year nineteen hundred and fourteen, by the Circuit Court for queen Anne's County in Equity, and by the authority of said Court, that jurisdiction in the matter of said trust created by the last will and testament of ~~said trust created~~ George Harman Covey, late of Queen Anne's County, deceased, and also in the matter of the said sum of Five Hundred and Eight Dollars and Ninety Two Cents ($508.92) distributed to the said Mary Covey for and during the term of her life in the Distribution Account in the estate of the said George Harman Covey, deceased, be and it is hereby assumed by this Court; AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said trust funds now held by the said Mary Covey and Eugene Pennington, Executors, as Trustees under the will of the said George Harman Covey, as setforth in said Petition and Account, and the aforesaid sum of Five Hundred and Eight Dollars and Ninety two Cents ($508.92) distributed as aforesaid to the said Mary Covey for and during the term of her life, be consolidated into and constituted one trust fund to be administered under the jurisdiction of this Court; AND IT IS HEREBY ORDERED that the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, give notice of the filing of said Petition and Account and of their application to be released and discharged from the further execution of the said trust by the publication of a copy of this order in some newspaper published in Queen Anne's County, State of Maryland, once a week for four sudcessive weeks before the first day of September, 1914; and all persons are hereby notified to show cause, if any they have, on or before the first day of October, 1914, why the application of the said Trustees should not be granted and a decree passed by this Court releasing and discharging the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, from the further execution of said trust.

Filed July 27th. 1914. Philemon B. Hopper.

Certificate of Publication of
Order of Publication.
Filed Oct. 6th. 1914.

ORDER OF PUBLICATION.

In the matter of the Trust created by the Will of George Harman Covey, deceased.

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

Upon the petition and account of Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, and Mary Covey, individually, filed in this cause on the twenty-fifth day of July, nineteen hundred and fourteen, in which the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, resign the said trust and request to be released and discharged from the further execution thereof and pray that this Court may assume jurisdiction over the said trust, and in which the said Mary Covey, individually, prays that this Court may assume jurisdiction over the sum of Five Hundred and Eight Dollars and Ninety-two cents ($508.92) distributed to the said Mary Covey, for and during the term of her life in the Distribution Account in the estate of the said

George Harman Covey, deceased, that the said sum of Five Hundred and Eight Dollars and Ninety-two cents ($508.92) and the funds held by the said Mary Covey and Eugene :Pennington, Executors, as Trustees under said will, be consolidated into and constitute one trust fund, and that the same person be appointed by this Court Trustee to receive both of said funds and to hold, manage and invest the same as one trust fund under the jurisdiction of this Court, IT IS ADJUDGED, ORDERED AND DECREED, this twenty-seventh day of July, in the year nineteen hundred and fourteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that jurisdiction in the matter of said trust created by the last will and testament of George Harman Covey, late of Queen Anne's County, deceased, and also in the matter of the said sum of Five Hundred and Eight Dollars and Ninety two cents ($508.92) distributed to the said Mary Covey for and during the term of her life in the Distribution Account in the estate of the said George Harman Covey, deceased, be and it is hereby assumed by this Court; AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said trust funds now held by the said Mary Covey and Eugene Pennington, Executors, as Trustees under the will of the said George Harman Covey, as set forth in said Petition and Account, and the aforesaid sum of Five Hundred and Eight Dollars and Ninety-two Cents($508.92) distributed as aforesaid to the said Mary Covey for and during the term of her life, be consolidated into and constitute one trust fund to be administered under the jurisdiction of this Court; AnD IT IS HEREBY ORDERED that the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, give notice of the filing of said Petition and Account and of their application to be released and discharged from the further execution of the said trust by the publication of a copy of this order in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the first day of September, 191 4; and all persons are hereby notified to show cause, if any they have, on or before the first day of October, 1914, why the application of the said Trustees should not be granted and a decree passed by this Court releasing and discharging the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, from the further execution of said trust.

PHILEMON B. HOPPER.

Filed Oct. 6th. 1914.

True Copy:
Test: WM. F. WATSON, Clerk.

Filed July 27th. 1914.

Centreville, Md., October 6th. 1914.

I hereby certify that the ORDER OF PUBLICATION in the Matter of the Trust created by the Will in the case of George Harman Covey, deceased, 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 first day of September, 1914.

B. L. Goldsborough.

In the Matter of the Trust Created by the Will of George Harman Cpvey, deceased.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2105.

Upon the aforegoing Petition and Account and the Exhibits accompanying the same filed in this cause by Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, and Mary Covey, individually, IT IS ADJUDGED, ORDERED AND DECREED, this eighth day of October, in the year nineteen hundred and fourteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the said Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, as described and set forth in said Petition and Account be and they are hereby fully released and discharged from the further execution of said trust, no cause to the contrary having been shown, although due notice appears to have been given of the filing of said Petition and Account as directed by and in accordance with the Order of this Court passed in this cause on the twenty-seventh day of July, nineteen hundred and fourteen, and that J. Frank Harper, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee under the will of said George Harman Covey, deceased, in the place and stead of the said Mary Covey and Eugene Pennington, Executors.

AND IT IS FURTHER ORDERED that all papers in this cause be and they are hereby referred to Madison Brown, the Auditor of this Court, for the purpose of stating an Account and returning the same to this Court showing the trust fund now in the hands of the said Mary Covey and Eugene Pennington, Executors, Trustees under the will of George Harman Covey, deceased, as aforesaid, belonging to said trust, including the sum of Five Hundred and Eight Dollars and Ninety two cents ($508.92, distributed to the said Mary Covey for and during the term of her life in the Distribution Account in the estate of said George

Harman Covey, deceased, which said trust fund and the said sum of Five Hundred and Eight Dollars and Ninety two cents, were, by the said Order of this Court passed in this cause on the 27th. day of July, 1914, consolidated into and constituted one trust fund under the jurisdiction of this Court.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that upon the ratification by this Court of the Report and Account of the Auditor as aforesaid and upon the said J. Frank Harper, qualifying as such Trustee as aforesaid by filing his bond in this cause in the penalty of Thirty five hundred Dollars approved by the Clerk of this Court, the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, and the said Mary Covey in her individual capacity, be, and they are hereby empowered and directed to pay over, assign, transfer and deliver to the said J. Frank Harper, the new Trustee as aforesaid, all the money, funds, property, securities, investments and effects held by and in the hands of the said Mary Covey and Eugene Pennington, Executors, as Trustees as aforesaid, including the above mentioned sum of Five Hundred and Eight Dollars and NiNety two Cents ($508.92), as shown by the aforesaid Report and Account of the Auditor; and upon the payment, assignment, transfer and delivery by the said Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, and the said Mary Covey in her individual capacity, to the said J. Frank Harper, the new Trustee as aforesaid, of the said money, funds, property, securities, investments and effects as aforesaid, the said J. Frank Harper, the new Trustee as aforesaid, is hereby authorized, empowered and directed to execute a release fully discharging, releasing, acquitting and exonerating the said Mary Covey and Eugene Pennington, and each of them, their and each of their heirs, executors and administrators, of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for or on account of the said trust funds, money, property, securities, investments and effects held by and in the hands of the said Mary Covey and Eugene Pennington, Executors, as Trustees as aforesaid, or of the aforesaid sum of Five Hundred and Eight Dollars and Ninety Two Cents ($508.92) distributed to the said Mary Covey for and during the term of her life in the Distribution Account in the estate of George Harman Covey, deceased, or any part thereof.

AND IT IS FURTHER ORDERED that the costs of these proceedings, including a fee of twenty Dollars to J. Frank Harper, Solicitor, shall be paid out of the trust estate, and shall be allowed by the Auditor in the Account which he is hereinabove directed to stated.

Filed October 9th. 1914. Philemon B. Hopper.

Auditor's Report and Account.

Filed October 15th. 1914.

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

In the Matter of the Trust	(	
	))	
created by the will of	(	Chancery Docket,
	)	
George Harman Covey, deceased.	(	Cause No. 2105.
	)	

To the Honorable, the Judges of said Court;

The Report of Madison Brown, Auditor, to Your Honors respectfully sets forth:

The within account has been stated by your auditor in accordance with the order of this Court passed in this cause October 8, 1914. In the within account the sum of Five hundred and eight dollars and ninety two cents distributed unto Mary Covey, the wife of the said George Harman Covey, for life, by the Distribution Account in the Personal Estate of the said George Harman Covey, as set out in the Petition filed in this Cause July 25, 1914, is treated as part of the Trust Estate created by the will of the said George Harman Covey, in accordance with said order of this court consolidating said sum with the other funds left by the said testator. In the within account Mary Covey amd Eugene Pennington, Executors of the said George Harman Covey, are charged with with said sum of Five Hundred and eight dollars and ninety two cents and also with the other funds distributed under said Distribution Account amounting to Twenty six hundred dollars, and finally with certain increased of said funds by reason of the increase in value of certain investments of said funds made by said Executors.

They are then allowed out of the funds so charged to them the cost of advertising in the Centreville Record the notice of their application to be released from their duties as said Executors and Trustees, the court costs arising under these proceedings down to the audit, per bill of costs of the Clerk of this Court, the costs of advertising the order nisi to be passed as to this account, the fee allowed the Solicitor of said Executors by the order of this court, and the Auditor's fee. By the within account the corpus of the Trust funds of this cause, after said allowances is ascertained to be the sum of Three thousand, one hundred and fifty six dollars and ninety two cents, which amount, as will appear from that part of the within account showing the Investments made by said Executors, consist of Fifty six dollars and ninety two cents in cash and of certain securities enumerated in that part of the within account showing Investments, amounting to Three Thousand, one hundred and fifty six dollars and ninety two cents.

While it appears from the admission of the said Mary Covey filed with said petition of July 25, 1914, that all income arising from the entire personal estate of the said George Harman Covey, distributed by the Distribution Account hereinbefore mentioned, has been fully paid to her to the said date, the Auditor has stated an account showing the receipts of income and the disposition of the same, which account is attached herewith.

Respectfully submitted,

Madison Brown

October 15, 1914. Auditor.

The Trust Estate created by the last will and testament of George Harman Covey, deceased, in account with Mary Covey and Eugene Pennington, Executors of said last will and testament, and Trustees thereunder.

1914.	Cr.		
Oct. 15.	By amount distributed in the Distribution Account, passed October 3, 1911, by the Orphans' Court of Queen Anne's County, in the Matter of the Administration of the Estate of the said George Harman Covey		
	unto Mary Covey and Eugene Pennington, Executors as aforesaid, in trust to pay the interest and income therefrom to said Mary Covey as widow of the said George Harman Covey so long as she shall live, and after her death to be distributed and paid to the children of the said George Harman Covey living at the time of his death, in accordance with the terms and provisions of Item 2 and Item 3 of said last will and testament, being the proceeds of the sale of the Sullivan or Mason farm mentioned in said last will and testament, to wit:	$2600.00	
	and		
	unto Mary Covey, surviving wife of the said George Harman Covey, for and during her natural life and no longer, and at her death to Stella May Covey, Eva Mildred Covey, Mary Ethel Covey and Marguerete Catherine Covey, the children of the said George Harman Covey living at the time of his death, in equal portions, in accordance with the provisions of Item 2 of said last will and testament of the said George Harman Covey, being the balance then in the hands of the said Executors, to wit:	508.92	$3108.92
	By amount of the increase of the original corpus charged above from the date of said Distribution Account, to wit: October 31, 1911, to July 25, 1914, the date of the filing of the original or first petition in this cause, as set forth in Paragraph 11 of said petition, to wit:		110.00
	Total corpus of said Trust Estate on July 25th. 1914, to wit:		$3218.92

Dr.

1914. Oct. 15.	To Mary Covey and Eugene Pennington, Executors, Trustees as aforesaid, for the cost of advertising in the Centreville Record notice of their application to be released as said Trustees as directed by the order of this Court passed July 25, 1914, to wit:		$10.00
	" do., for the court costs arising under these proceedings in accordance with the bill of costs of the Clerk of this Court, that is to say:		
	Costs of William F. Watson, Clerk,	$7.50	
	Costs of William T. Bishop, Register of Wills,	2.50	
	Appearance fee of J. Frank Harper, Solicitor of Petitioners,	10.00	20.00
	" do., for the cost of advertising the order nisi to be passed in relation to this report and account, to wit:		3.00
	" do., for the fee allowed by the order of this court passed in this cause, October 8, 1914, unto J. Frank Harper, to wit:		20.00
	" Madison Brown, Auditor, for stating this account, to wit:		9.00
	" balance, being present amount of the corpus of said Trust Estate, including the sum of $508.92 distributed unto Mary Covey for life, as above set forth, to be received by the new Trustee appointed by the Court by its order in this cause, to wit:	3156.92	$3218.92
	By amount of corpus of Trust Estate on July 25, 1914, brought forward, to wit:		3218.92

Madison Brown

October 15, 1914. Auditor.

Account showing Investments of the Trust Funds and the amount in cash in the hands of said Mary Covey and Eugene Pennington, Executors, Trustees, on July 25, 1914.

Cr.

Amount invested in three United Railway and Electric Company of Baltimore City, five per cent two year Collateral Trust Convertible Notes payable June 1916, each of said notes being for the sum of $1,000.00, to wit:	$3,000.00	
Amount invested in one United Railway and Electric Company, of Baltimore City five per cent two year Collateral Trust Convertible Note payable JuNe, 1916, for	100.00	
Balance in hands of said Trustees, being cash, to wit:	56.92	$3156.92

Dr.

Amount of corpus on July 25, 1914, per preceding account, to wit:	3156.92

Madison Brown

October 15, 1914. Auditor.

Income Account.

An Account showing the Income received by the said Mary Covey and Eugene Pennington, Executors, Trustees, both from the proceeds of the sales of the farm mentioned in the last will and testament of the said George Harman Covey as "The Sullivan" or "Mason Tract", $2600.00, and from the sum of $508.92 distributed unto Mary Covey for life by the Distribution Account in the Estate of the said George Harman Covey mentioned in the preceding Account, from the time said Trusteeship began to July 25, 1914, and the disposition of said income.

Cr.

ToTal amount of income received from July 1, 1911, to July 25, 1914, on said sum of $508.92 (see Paragraph 9 of the Petition filed July 25, 1914, in this cause), to wit:		$503.00

Dr.

Amount retained by way of commissions on said income (see said Paragraph 9 of said Petition) to wit:	$26.00	
Amount paid to July 25, 1914, unto said Mary Covey, the life tenant of both of the funds mentioned above, as net income arising from said funds during the time mentioned above, (see Paragraph 10 of said petition of July 25, 1914, and the written admission of the said Mary Covey attached to said petition as part thereof), to wit:	477.00	503.00

Madison Brown

Auditor.

NISI RATIFICATION OF AUDIT.

In the matter of the Trust created by the will of George Harman Covey, deceased.	( ) ( ) ( )	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE NO. 2105.

ORDERED, This15th. day of October, iN the year NiNeteen hundred and fourteen, 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 13th. day of November, 1914; provided a copy of this order be published once a week in each of two successive weeks before the 5th. day of November, 1914; in some newspaper printed and published in Queen Anne's County.

Filed 15th. Oct. 1914.

Wm. F. Watson, Clerk.

Certificate of Publication of
Nisi Ratification of Audit.
Filed Nov. 7" 1914.

NISI RATIFICATION OF AUDIT.

In the Matter of the Trust Created by the Will of George Harman Covey.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 2105.

Ordered, this 15th. day of October, in the year nineteen hundred and fourteen, 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 13th day of November, 1914; provided a copy of this order be published once a week in each of two successive weeks before the 5th. day of November, 1915, in some newspaper printed and published in Queen Anne's County.

WM. F. WATSON, Clerk.
True Copy-TEST:
WM. F. WATSON, Clerk.

Filed October 15th. 1914.

Centreville, Md., November 3, 1914.

I hereby certify that the Nisi Ratification of audit in the case of George H. Covey, Trust Case No. 2105 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 5th day of November, 1914.

B. L. Goldsborough

In the Matter of the Trust Created by the Will of George Harman Covey, deceased.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2105.

ORDERED, this fourteenth day of November, in the year nineteen hundred and fourteen, 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 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 October 15th. 1914; and the retiring Trustees, Mary Covey and Eugene Pennington, Executors, are directed to disburse the funds in their hands as Trustees aforesaid as directed by and in accordance with said Report and Account. And the said Mary Covey and Eugene Pennington, Executors, retiring Trustees as aforesaid, and the said Mary Covey, in her individual capacity, are hereby empowered and directed to pay over, assign, transfer and deliver to J. Frank Harper, the new Trustee appointed by this Court in this cause in the place and stead of the said Mary Covey and Eugene Pennington, Executors, the money, funds, securities and investments held by them and in their hands as aforesaid, amounting to Thirty One Hundred and Fifty Six Dollars and Ninety two cents ($3,156.92) as shown and set forth in the said Report and Account of the Auditor, and consisting of the following securities and cash, to wit:-

(a) Three United Railway and Electric Company of Baltimore City five per cent two year Collateral Trust Convertible Notes, payable JuNe 1916, each of said Notes being for the sum of $1,000.00.

(b) One United Railway and Electric Company of Baltimore City five per cent two year Collateral Trust Convertible Note, payable June, 1916, for the sum of $100.

(c) And in cash the sum of Fifty Six Dollars and Ninety two cents ($ 56.92).

And the said J. Frank Harper, new Trustee as aforesaid, is hereby authorized, empowered and directed to accept and receive the above described securities and cash as constituting the assets of the said trust estate coming into his hands as the new Trustee as aforesaid.

Philemon B. Hopper

Filed November 14", 1914.

First Annual Report of J. Frank Harper, Trustee under the Will of George Harman Covey.

Filed March 20th. 1916.

In the Matter of the Trust Created by the Will of George Harman Covey, deceased.	In the circuit Court for Queen Anne's County in Equity. Cause No. 2105.

To the HoNorable, the Judges of said Court:-

The Report of J. FraNk Harper, the Trustee in the above cause, to your Honors, of the condition of the corpus of the trust fund in his hands as Trustee as aforesaid, and showing the receipts and disbursements of the income therefrom which came into his hands from the time of his appointment as Trustee as aforesaid on the eighth day of October, 1914, down to January 1st. 1916, respectfully sets forth:-

TRUST FUND ACCOUNT.

Your Trustee reports that the total amount of the corpus of trust estate which came into his hands as Trustee in this cause is ThirTy One Hundred and Fifty Six Dollars and

ninety two cents ($3,156.92) as will appear by reference to the Report and Account of the Auditor filed in this cause on October 15th. 1914, and duly ratified by this Court on November 14th. 1914. Your Trustee received the said corpus of this estate in the form of the following described investments and cash which were delivered and paid over to him by Mary Covey and Eugene Pennington, Executors, retiring Trustees, as set forth in the order of said Court ratifying said audit, to wit:-

(a) Three United Railways and Electric Company of Baltimore City fove per cent two year Collateral Trust Convertible Notes, payable June 1, 1916, each for the sum of $1,000.00 $3000.00

(b) One United Railways and electric Company of Baltimore City five per cent two year Collateral Trust Convertible Notes, payable JuNe 1, 1916, for the sum of $100.00

(c) And in cash the sum of , 56.92

Amount carried forward, 3,156.92

Amount brought forward $3,156.92

The first year premium on your Trustee's corporate bond in this cause was inadvertently omitted from said audit and should have been allowed as a part of the costs of the proceedings incident to the retirement of the old Trustees and the appointment of your Trustee as their successor in this trust. This premium was paid by your Trustee, the amount thereof being the sum of , 14.00

Your Trustee therefore reports that the entire amount of the corpus of this trust in the hands of your Trustee is the sum of 3,142.92

Your Trustee further reports that under the power reserved in the said Collateral Trust Convertible Notes, the UNited Railways and Electric Company gave notice to the holders of its said notes that they would be paid on March 13th. 1916. Accordingly your Trustee was compelled to accept payment of the said notes above described, He received in payment of said notes on March 9th. 1916, the full amount of the principal of same, to wit:- the sum of $3,100.00, together with the interest accrued thereon to said date of payment. By reason of the payment of said notes, your Trustee reports that the entire amount of the corpus of this trust estate, to wit:- the said sum of Thirty One Hundred and Forty Two Dollars and Ninety Two Cents ($3,142.92) is now held by him in cash, and that said entire amount is now on deposit to his credit as "Trustee under the will of G. H. Covey" in the Savings Department of The Queen Anne's National Bank of Centreville.

INCOME ACCOUNT.

Receipts.

Your Trustee reports that he has received from the iNterest accruing on the investments held by him as Trustee as aforesaid from the date of his appointment as such Trustee down to January 1st. 1916, the following amounts, to wit:-

November 28th. 1914; To interest received from the four United Railways and Electric Company five per cent Collateral Trust Convertible Notes, for the five months from July 1st. 1914, to December 1st. 1914, $64.60

June 1st. 1915; To amount of interest received from the four United Railways and Electric Company five per cent Collateral Trust Convertible Notes, for the six months ending June 1st. 1915, 77,50

December 1st. 1915; To amount of interest received from the four United Railways and Electric Company five per cent Collateral Trust Convertible Notes, for the six months ending December 1st. 1915, 77.50

December 1st. 1915; To amount of interest received from the deposit of the remainder of the trust fund ($42.92) in the Savings Department of The Queen Anne's National Bank of Centreville, accruing to December 1st. 1915, 2.31

ToTal income received by your Trustee from all sources from the date of his appointment as Trustee as aforesaid down to January 1st. 1916, to wit;- $221.91

Disbursements.

And your Trustee reports that he has made the following disbursements out of said income from the date of his appointment as such Trustee down to January 1st. 1916, to wit:-

December 1st 1914; By amount paid to Mary Covey on account of the net income due due her as the life beneficiary in this trust,	$58.14	
June 1st. 1915; By amount paid to Mary M. Frazier, (formerly Mary Covey, she having married since the last payment was made to her), on account of the net income due her,	67.50	
November 30th. 1915; By amouNt paid to Eugene Pennington, per written order of Mary M. Frazier, on account of the net income due her,	6.00	
December 1st. 1915; By amount paid to Mary M. Frazier on account of the net income due her,	58.08	
Amount carried forward,	189.72	
Amount brought forward,	$189.72	
July 14th. 1915; By amount paid the United States Fidelity and Guaranty Company, for second year premium on your Trustee's bond filed in this cause,	10.00	
By Trustee's commissions on the total amount of the above income,	22.19	221.91

Respectfully submitted,

J. Frank Harper
Trustee.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 20th. day of March, in the year nineteen hundred and sixteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Frank Harper, the 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 as therein set forth to the best of his knowledge and belief.

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

Petition of Mary M. Breeding for a Dissolution of a Three-Fourths Part of the Trust Estate, Consent of Trustee, and Order of Court thereon.

Filed June 14th. 1926.

In the Matter of the Trust created by the Will of GEORGE HARMAN COVEY, deceased.	)	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2105.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary M. Breeding unto your Honors respectfully sets forth:

1. That as will appear by reference to the Petition and Account of Mary Covey and Eugene Pennington, Executors,TRustees under the will of George Harman Covey, deceased, and the Order of this Court passed thereon assuming jurisdiction of this trust, and the other papers filed among the proceedings in the above entitled cause, there is now in the hands of J. Frank Harper, the present Trustee in this cause, the sum of Thirty One Hundred Forty Two Dollars and Ninety Two Cents ($3,142.92) as shown by the Annual Report of the said J. Frank Harper, Trustee as aforesaid, for the year ending the thirty first

day of December, nineteen hundred and twenty five, which said sum is held in trust under the terms and provisions of the last will and testament of the said George Harman Covey, deceased, for and during the natural life and no longer of the said Mary M. Breeding (formerly Mary Covey), and payable, upon the death of the said Mary M. Breeding unto Estella C. Ament (nee Covey), Eva C. Collar (nee Covey), Mary E. Crider (nee Covey) and Marguerite C. Covey, the children of the said George Hamman Covey living at the time of his death, in equal proportions.

2. That the said Estella C. Ament, Eva C. Collar and Mary E. Crider, three of the aforesaid remaindermen, are each over twenty one years of age, as will appear by reference to the testimony filed among the proceedings in a cause in this Court entitled "Mary M. Breeding, Plaintiff, vs. Estella C. Ament, et al.," Defendants", being Cause No. 2567 on the Chancery Docket of this Court, and that they, the said Estella C. Ament, Eva C. Collar and Mary E. Crider are each sui juris.

3. That the said Estella C. Ament, being as aforesaid, over the age of twenty one years, did, on the fourth day of March, nineteen hundred and twenty six, by a Deed of Assignment, duly executed and acknowledged, assign, transfer, set over, remise and release, absolutely, her estate in remainder in, to and of the principal or corpus of the trust estate so as aforesaid created by the will of the said George Harman Covey, deceased, that is to say, in, to and of the sum of Seven Hundred Eighty Five Dollars and Seventy Three Cents ($785.73), being a one-fourth part of said principal or corpus of said trust, to wit: the sum of Thirty One Hundred Forty Two Dollars and NineTy two cents ($3,142.92), unto your Petitioner, who has accepted said assignment and has caused the same to be filed in this cause.

4. That the said Eva C. Collar, being as aforesaid, over the age of twenty one years, did, on the third day of March, nineteen hundred and twenty six, by a Deed of Assignment duly executed and acknowledged, assign, transfer, set over, remise and release, absolutely, her estate in remainder in, to and of the principal or corpus of the trust estate so as aforesaid created by the will of the said George Harman Covey, deceased, that is to say, in, to and of the sum of Seven Hundred Eighty Five Dollars and Seventy Three Cents ($785.73(, being a one-fourth part of said principal or corpus of said trust, to wit: the sum of Thirty One Hundred Forty Two Dollars and Ninety two cents ($3,142.92), unto your Petitioner, who has accepted said assignment and has caused the same to be filed in this cause.

5. That the said Mary E. Crider, being as aforesaid, over the age of twenty one years, did, on the fifth day of March, nineteen hundred and twenty six, by a Deed of Assignment, duly executed and acknowledged, assign, transfer, set over, remise and release, absolutely, her estate in remainder in, to and of the principal or corpus of the trust estate so as aforesaid created by the will of the said George Harman Covey, deceased, that is to say, in, to and of the sum of Seven Hundred Eighty Five Dollars and Seventy Three Cents ($785.73), being a one-fourth part of said principal or corpus of said trust, to wit: the sum of Thirty One Hundred Forty Two Dollars and Ninety two cents ($3,142.92), unto your Petitioner, who has accepted said assignment and has caused the same to be filed in this cause.

6. That there are no persons interested in the said three-fourths part of said principal or corpus of said trust other than your Petitioner and the said Estella C. Ament, Eva C. Collar and Mary E. Crider.

7. That by virtue of the force and effect of said assignments the life estate of your Petitioner and the estates in remainder of the said Estella C. Ament, Eva C. Collar and Mary E. Crider, so as aforesaid assigned unto your Petitioner, in said three-fourths part of said principal or corpus of said trust have merged into one absolute estate in your Petitioner with the immediate right of possession of said three-fourths part of said principal or corpus of said trust, free of the trust created by the will of the said George Harman Covey, deceased, for upon the said merger becoming effective as aforesaid, the said trust terminated for obvious reasons.

8. That for the reasons stated above your Petitioner is advised that she is entitled to have the Trustee pay over to her, as her absolute property, free, clear and discharged of the said trust, a three-fourths part of said principal or corpus of said trust estate, or the sum of Twenty Three Hundred Fifty Seven Dollars and NiNeteeN Cents ($2,357.19).

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, empowering and directing the said Trustee to pay over unto her, as her absolute property, the said sum of Twenty Three Hundred Fifty Seven Dollars and Nineteen Cents ($2,357.19), free, clear and discharged of the trust created by the will of the said George Harman Covey, deceased, which said sum of money is now in the hands of the said J. Frank Harper, the present Trustee in this cause.

And as in duty bound, etc.,

Harper & Horney
Attorneys for Petitioner.

Mary M. Breeding
Petitioner.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th. day of June, in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mary M. Breeding and made oath in due form of law that the matters and things stated in the aforegoing PETITION are True to the best of her knowledge and belief.

Filed June 14th. 1926.

B. Hackett Turner
Clerk.

CONSENT OF TRUSTEE

I, J. Frank Harper, Trustee in the above entitled cause, do hereby consent to the passage of the order prayed for in the aforegoing Petition.

Filed June 22nd. 1926.

J. Frank Harper
TrusTee.

ORDER OF COURT

The aforegoing Petition, the assignments therein referred to, and the aforegoing consent of J. Frank Harper, Trustee, to the passage of the order prayed for, have been read and considered.

It is thereupon, this twenty-third day of June, in the year nineteen hundred and twenty six, ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that J. Frank Harper, Trustee in the above entitled cause, be and he is hereby authorized, empowered and directed to pay unto the said Mary M. Breeding the sum of Twenty Three Hundred Fifty Seven Dollars and Nineteen Cents ($2,357.19) mentioned in the aforegoing Petition and in the assignments therein referred to, as her own property, free, clear and discharged of the trust created by the will of the said George Harman Covey, deceased, less whatever costs which may be properly chargeable against said fund, which said costs the said Trustee is hereby directed to retain to pay; provided that the said Mary M. Breeding at the time of said payments shall deliver to the said Trustee a release in the premises to be acknowledged agreeably to law; and the aforesaid deeds of assignments are directed to be recorded among the land records of Queen Anne's County in addition to being recorded among the proceedings; and the said J. Frank Harper, Trustee as aforesaid, is hereby authorized, empowered and directed to sell and dispose of so much of the principal of the mortgages held by him as investments in said Trust Estate as will enable him to pay unto the said Mary M. Breeding in cash the said sum hereinbefore directed to be paid to her.

Filed June 23rd. 1926.

Thomas J. Keating.

No. 2450 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 24th. day of July in the year nineteen hundred and twenty two, the following Order to Docket Suit was filed for record, to wit:

Frederick B. Blades, Mortgagee,	(	In the Circuit Court
vs.	)	for
William Chilcutt and Irene Chilcutt, his wife, Mortgagors.	(	Queen Anne's County,
	)	In Equity.
	(	Cause No.

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; make out and filed in these proceedings a certified copy of the Mortgage from William Chilcutt and Irene Chilcutt, his wife, to Frederick B. Blades, dated January 2nd. 1922, and recorded in Liber J.F.R. No. 8, folios 203 etc., and enter the appearance of J.H.C. Legg, as Solicitor for the Mortgagee.

July 23-1922.

J. H. C. Legg

J.H.C. Legg, Solicitor for Mortgagee.

Certified Copy of Mortgage. Filed July 24th. 1922.

QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the tenth 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 second day of January, in the year nineteen hundred and twenty two, by William Chilcutt and Irene Chilcutt, his wife, of Queen Anne's County, in the State of Maryland,. Whereas, the said William Chilcutt is justly indebted unto Frederick B. Blades in the full and just sum of five hundred dollars, same being for balance in purchase money on the hereinafter described property, to be repaid within three years from December 13th. nineteen hundred and twenty one, with interest at the rate of six per cent payable semi-annually.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of five dollars, the said William Chilcutt and Irene Chilcutt, do hereby grant and convey unto Frederick Blades, his heirs, executors, administrators and assigns, in fee simple, the following described real estate, to wit:- All that lot or parcel of land called or known as Annie Maria Ashley property, the Annie Maria Richardson Property, of Burrisville, in the third election district of Queen Anne's County, State of Maryland, on the right side of the public road leading from Centreville in the said county through said village to Booker's Wharf, and adjoining A. B. Rothwell property on the south, the property of Harry Draper, formerly of Thomas F. Dukes, on the north, the property of A. B. Rothwell formerly the property of a colored woman named Gibson on the east, and with a frontage on said road of eighty four feet and with a depth from said road (of the width of eighty four feet) of even width of ninety yards to the property of the said A. B. Rothwell, being improved by a frame dwelling and formerly improved by a blacksmith shop now removed, being the same property granted and conveyed unto one William F. Stant by Thomas Roy Land and Olive Lane, his wife, by deed bearing date the 23rd. of April, in the year 1919, and recorded in Liber J.F.R. #2, folio 212 etc., a land record book of said county, being the same property of which the said William F. Stant died seized and possessed on April 24th. in the year 1919, intestate, and which descended unto Mary L. Potts, William J. Stant, Carrie A. Potts, John C. Stant, Joseph Stant, and Noah Stant aforesaid, his children and only heirs at law, and for a fuller description of said property reference is hereby made to a deed from Frederick B. Blades and wife to William Chilcutt dated the second day of January, in the year nineteen hundred and twenty two and intended to be recorded among the land records of Queen Anne's County immediately preceeding this mortgage.

All those two parcels or lots of land lying and being in the third election district of Queen Anne's County, Maryland, on the right side of the public road leading from Centreville through Burrisville to Booker's Wharf, which are more particularly described as follows, to wit:

Parcel No. 1. All that lot of land bounded on the south by the property of Hemsley Lane, on the east or rear by the property of A. B. Rothwell on the north by the parcel of land hereinafter described as parcel No. 2 and containing one half acre of land, more or less.

Parcel No. 2. All that lot of land bounded on the south by the property hereinbefore described as Parcel No. 1 on the east or rear by the property of A. B. Rothwell and on the

north by the property of Roy Lane and containing one fourth acre of land, more or less, and improved by a blacksmith shop. Being the same and all the real estate described in a deed to William Emory Clough, Madison Brown and Pere T. Forman, dated September 22, 1915, and recorded among the land record books for Queen Anne's County.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the building and improvements there on 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 Chilcutt and Irene Chilcutt, their executors, administrators or assigns, shall well and truly pay to the said Frederick B. Blades, his successors, executors, administrators or assigns, the aforesaid sum of five hundred dollars, together with the interest, on same as above set forth, and shall perform all the covenants, conditions and agreements here on their part to be performed, then this mortgage shall be void, and until default be made in the premises the said William Chilcutt and Irene Chilcutt, their heirs and assigns, shall possess said property. And the said William Chilcutt, 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 there on 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 Frederick B. Blades, 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 ortthingshall 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 Frederick B. Blades, his successors, 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, 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 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 William Chilcutt or whoever may be entitled to the same. And it is hereby agreed 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 Frederick B. Blades, 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 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 Chilcutt, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness our hands and seals this ninth day of January, in the year nineteen hundred and twenty two.

Test: Em M. Forman.

William Chilcutt (Seal)

Irene Chilcutt (Seal)

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

I hereby certify that on this 9th. day of January, 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, personally appeared William Chilcutt and Irene Chilcutt, and each acknowledged the aforegoing mortgage to be their respective act.

Ezekiel M. Forman.

Justice of the Peace.

State of Maryland,

I hereby certify that on this 9th. day of January, 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 personally appeared Frederick B. Blades 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.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken copy from Liber I.F. No. 8, folio 203 etc.

Seal's Place.

In testimony whereof I hereunto affix the seal of the Circuit Court for Queen Anne's County, this 24th. day July of 1922.

J. F. Rolph, Clerk.

Bond.
Filed July 29th. 1922.

KNOW ALL MEN BY THESE PRESENTS, That we, Frederick B. Blades and Edward H. Reed, of Queen Anne's County, in the State of Maryland, 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 of America, to be paid to the 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 Twenty Fourth day of July, inthe year nineteen hundred and twenty two.

WHEREAS, William Chilcutt and Irene Chilcutt, his wife, by a Mortgage dated the second day of January, in the year nineteen hundred and twenty two, duly executed, acknowledged and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J.F.R. No. 8, folio 203 etc., CoNveyed to Frederick B. Blades certain lots, pieces or parcels of land in said Mortgage mentioned and described, to secure the payment of the sum of Five Hundred Dollars, and the interest thereon. AND WHEREAS, in the event of any default being made in any condition of the said mortgage, or in the payment of the Mortgage debt, or the interest thereon, when due, or the taxes, on the mortgaged property being not paid, power and authority was given to Frederick B. Blades, his executors, administrators or assigns or James T. Bright, his attorney, to sell the mortgaged premises; AND WHEREAS, default has been made in the conditions of the aforesaid Mortgage by reason of the failure to pay the interest thereon, and the said Frederick B. Blades as the Mortgagee, is to execute the power of sale contained in the aforesaid Mortgage by selling said mortgaged real estate.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Frederick B. Blades, Mortgagee, shall well and faithfully perform the Trust reposed in him by said Power in said Mortgage and shall and 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 above obligation to be void, otherwise to be and remain in full force and effect.

Signed, sealed, and delivered in the presence of, as to Frederick B. Blades: and Edward H. Reed:

J. H. C. Legg.

Frederick B. Blades (Seal)

Edward H. Reed (Seal)

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed July 29th. 1922.

J. F. Rolph, Clerk.

Report of Sale.
Filed Aug. 23rd. 1922.

Frederick B. Blades, Mortgagee,	(	In the
	)	Circuit Court
vs.	(	for
William Chilcutt, and Irene Chilcutt, his wife.	)	Queen Anne's County, In Equity.
Mortgagors.	(	Cause No.

To the Honorable, the Judges of said Court:

The Report of Frederick B. Blades, Mortgagee in a Mortgage from William Chilcutt and

Irene Chilcutt, his wife, to Frederick B. Blades, dated January 2nd. 1922, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber J.F.R. No. 8, folios 203 etc., which said Mortgage contained a power of sale authorizing the said Mortgagee, his executors, administrators, or assigns, in case of default in any of the covenants, conditions and terms contained in the aforesaid Mortgage to make sale of the Mortgaged property and premises, and default having been made in the non payment of the interest due under the terms of the aforesaid Mortgage, Your Mortgagee, after giving Bond 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, 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 the said advertisement being herewith filed and prayed to be taken as a part of this Report of sale, your Mortgagee did attend in person in front of the Court House Door in the town of Centreville, in Queen Anne's County, Maryland, on Tuesday, the first day of August, in the year 1922, at the hour of 2 o'clock 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 at length herein, and sold the same to Frederick B. Blades, Mortgagee, at and for the sum of $415.00 (Four Hundred and Fifteen Dollars) he being then and there the highest bidder therefor at and for the aforesaid sum of Four Hundred and fifteen Dollars ; and your purchaser will comply with the terms of the sale upon the final ratifieation of the same by this Honorable Court.

All of which is respectfully submitted by

Frederick B. Blades
ASSIGNEE.

State of Delaware, Kent County, to wit:

I hereby certify that on this 17th. day of August, in the year nineteen hundred and twenty two, before me, the subscriber, a Notary Public of the State of Delaware, in and for Kent County aforesaid, duly and legally qualified and commissioned personally appeared Frederick B. Blades, Mortgagee as hereinbefore set out, 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 sales herein reported were fairly and bona fide made. In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public Seal.

George R. Jones
Notary Public.

Certificate of Publication
of Advertisement of Sale.

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE.

Under the power of sale contained in the mortgage from William Chilcutt and Irene Chilcutt, his wife, to FrederickB. Blades, dated January 2nd. 1922, and recorded in Liber J.F.R. No. 8, Folios 203, etc., a land record book for Queen Anne's County, Maryland, the undersigned as the Mortgagee named in the said Mortgage will sell at public auction, in front of the Court House door in the town of Centreville, in Queen Anne's County, Maryland, on

TUESDAY, AUGUST 1, 1922,

at 2 o'clock P.M., all of the real estate described in the aforesaid mortgage, as follows, to wit:

ALL THAT LOT OR PARCEL OF LAND called or known as "Anna Maria Ashley Property" the "Anna Maria Richardson Property", the "Marion Lane Property", the "Roy Lane Property", situate, lying and being in the village of Burrisville, in the Third Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Centreville in said county, through said village to Booker's Wharf adjoining A. B. Rothwell's property on the South, the property of Harry Draper on the North, the property of A. B. Rothwell on the East and with a frontage on said road of 84 ft. and with a depth from said road (of the width of 84 ft) of even width of 90 yards to the property of said A. B. Rothwell, being improved by a

FRAME DWELLING

and formerly improved by a blacksmith shop now removed.

ALL THOSE TWO PARCELS OR LOTS OF LAND lying and being in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Centreville through Burrisville to Booker's Wharf, and which are more particularly described as follows, to wit:

PARCEL NO. 1. ALL THAT LOT OF LAND bounded on the South by the property of Hemsley Lane, on the East or rear by the property of A. B. Rothwell, on the North by the parcel hereinafter described as Parcel No. 2, and containing ONE-HALF ACRES OF LAND, more or less.

PARCEL NO. 2-All THAt LOT OF LAND bounded on the South by the property hereinbefore described as Parcel No. 1, on the East or rear by the property of A. B. Rothwell, and on

the North by the property of Roy Lane and containing ONE-FOURTH ACRE OF LAND, more or less, and improved by a blacksmith shop; being the same and all the land described in the aforesaid Mortgage, and in the Deed from Frederick B. Blades to William Chilcutt bearing date of January 2nd. 1922, and recorded in Liber J.F.R. No. 8, Folio 202, one of the land record books for Queen Anne's County, Maryland.

TERMS OF SALE: One-half of the purchase money in cash on the day of sale, and the balance in six months from the day of sale, or all cash at the option of the purchaser, the deferred payment to bear interest from the day of sale, and to be secured to the satisfaction of the undersigned assignee,. Title papers at the expense of the purchaser, including war stamps on deed. More detailed particulars made known on day of sale.

FREDERICK B. BLADES,
Mortgagee.

J. H. C. LEGG,
Attorney for Mortgagee.

T. Frank Seward, Auct.

THE CENTREVILLE OBSERVER.

Centreville, Md. Aug. 23, 1922.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgagee's Sale in the case of Fred B. Blades, vs. Wm. Chilcutt and Irene Chilcutt, 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 (being more than 20 days) before the 1st. day of Aug. in the year 1922.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

Order Nisi.

Frederick B. Blades, Mortgagee,	( )	In the Circuit Court for Queen Anne's County, in Equity.
vs.	( )	Cause No.
William Chilcutt, and Irene Chilcutt, his wife. Mortgagors.	( )	

Ordered this 23rd. day of August, in the year 1922, that the sale of the real estate made and reported in this Cause by Frederick B. Blades, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twenty-seventh 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 twenty sixth day of September next.
The Report states the amount of sales to be $415.00.

Filed Aug. 23rd. 1922. J. F. Rolph, Clerk.

Certificate of Publication of
Advertisement Order Nisi.
Filed July 6th. 1923.

Frederick B. Blades, Mortgagee,
vs.
William Chilcutt, and Irene Chilcutt, his wife,
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2450.

Ordered this 23rd. day of August, in the year 1922, that the sale of the real estate made and reported in this cause by Frederick B. Blades, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th. 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 26th. day of September next.

The Report states the amount of sales to be $415.00.

J. F. ROLPH, Clerk.
True Copy--Test:
Filed August 23rd. 1922. J. F. ROLPH_ CLERK.

THE CENTREVILLE OBSERVER.

CeNtreville, Md. July 6, 1923.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi on sale in the case of Frederick B. Blades, vs. Wm. Chilcutt & IreNe Chilcutt, 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 Sept. in the year 1922.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

ORDER OF COURT RATIFYING SALE.

Frederick B. Blades, Mortgagee,	(	In the Circuit Court for
vs.	)	
	(	Queen Anne's County, in Equity.
William Chilcutt, and	)	
Irene Chilcutt, his wife,	(	
Mortgagors.	)	
	(	

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, this 10th. day of July, in the year nineteen hundred and twenty three, that the sales made and reported by the within named Frederick B. Blades, Mortgagee as aforesaid, be and the same are 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 said cause, and the Mortgagee is allowed the commissions and such proper expenses as he shall produce vouchers therefor to the Auditor, which are provided for in the Mortgage. And it is further ORDERED that Henry T. Deaver of Queen Anne's County, Maryland, be and he is hereby appointed TRUSTEE to convey the property described in these proceedings to Frederick B. Blades, the purchaser, thereof, and the Trustee is not required to file a Bond.

Filed July 10th. 1923. Thomas J. Keating.

Statement of Mortgage Debt.
Filed July 6th. 1923.

Frederick B. Blades,	(	In the Circuit Court for
Mortgagee,	)	
	(	Queen Anne's County, In Equity.
vs.	)	
	(	Cause No. 2450.
William Chilcutt, and	)	
Irene Chilcutt, his wife.	(	
Mortgagors.	)	

Statement of the Mortgage Debt.

Amount of the Mortgage dated Jan. 2nd. 1922.	$500.00.
Interest from Jan. 2nd. 1922, to August 1st. 1922,	$ 17.50
	$517.50
5% Attorneys Commissions	$ 25.87
Mortgage Debt and Interest and Commissions	$543.37

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

I hereby certify that on this Sixth day of July, in the year nineteen hundred and twenty three, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Frederick B. Blades, Mortgagee in the above entitled Cause, and mad e oath in due form of law that there is justly due and owing on the Mortgage filed in this Cause the sum of Five Hundred and forty three dollars and thirty 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 filed in this Cause.

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

CHANCERY NO. 2556.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 10th. day of September, in the year nineteen hundred and twenty four, the following Petition was filed for record, to wit:

In the Matter of the Trust created by Item Four of the Third Codicil to the Last Will and Testament of Sarah Elizabeth Newnam, deceased.	)	In the Circuit Court for Queen Anne's County In Equity. Cause No. 2556.

To the Honorable, the Judges of said Court;

The Petition of J. Frank Harper, Executor, Trustee under the trust created by Item Four of the Third Codicil to the last will and testament of Sarah Elizabeth Newnam, late of Queen Anne's County, State of Maryland, deceased, to your Honors respectfully shows:

1. That heretofore, to wit: on the second day of February, in the year nineteen hundred and twenty-three, Sarah Elizabeth Newnam, late of Queen Anne's County aforesaid, departed this life leaving a last will and testament and five codicils thereto, all of which were duly admitted to probate by the Orphans' Court of Queen Anne's County and are now of record in the Office of the Register of Wills for said county in Liber W. T. B. No. 1, folios 317 etc., a will record book for Queen Anne's County aforesaid, a duly certified copy of which said last will and testament and the said five codicils thereto and of the Probate thereof, marked "Exhibit No. 1", is filed herewith as a part of this Petition.

2. That by Item Four of the Third Codicil to the said last will and testament, the said testatrix, Sarah Elizabeth Newnam, bequeathed to her Executor named and appointed by her in her said last will and testament, the sum of Four Thousand Dollars ($4,000.00), in trust, nevertheless, to invest and reinvest the same, and to take, collect and receive the interest, profits, and income thereof, and to pay the net income and interest annually arising therefrom to Edward Beverley Newnam Sparks, a grandson of the said testatrix, for and during the period of five years from and after the date of the death of the said testatrix, and no longer, and upon and at the expiration of the said period of five years to pay over to the said Edward Beverley Newnam Sparks the aforesaid sum of Four Thousand Dollars ($4,000.00) absolutely and freed of the said trust; and should the said Edward Beverley Newnam Sparks die before the expiration of the said period of five years, the said testatrix in that event bequeathed the aforesaid sum of Four Thousand Dollars ($4,000.00) to the child or children of the said Edward Beverley Newnam Sparks living at the time of his death, share and share alike, absolutely and freed of said trust; and should the said Edward Beverley Newnam Sparks die before the expiration of the said period of five years without leaving a child or children living at the time of his death, the said testatrix bequeathed the aforesaid sum of Four Thousand Dollars ($4,000.00) to Florence J. Whaley, a daughter of the said testatrix, absolutely and freed of said trust. The aforesaid bequest is in the language following, as will appear by reference to the said Item Four of the Third Codicil to said last will and testament, (See certified copy of said last will and testament and the codicils thereto filed herewith marked "Exhibit No. 1") to wit:

"ITEM FOUR. I do hereby revoke aNd bequest of Seven Thousand Five Hundred Dollars ($7,500.00) made by me to my Executor named in my said last will and testament in trust for the benefit of my grandson, Edward Beverley Newnam Sparks, as set forth in Item Nine of my said last will and testament, hereby revoking in its entirety the aforesaid Item Nine of my said last will and testament; and in the place and stead of the aforesaid sum of Seven Thousand Five Hundred Dollars ($7,500.00) I do now hereby give and bequeath to my said Executor named in my said last will and testament the sum of Four Thousand Dollars ($4,000.00), in trust, nevertheless, for the benefit of my said grandson, Edward Beverley Newnam Sparks, until the expiration of five years from the date of my death, and no longer, in the manner following, that is to say:- in trust to invest the same in such manner as to my said Executor may seem safe and proper and to change the investments thereof and to reinvest the same whenever in the judgment of my said Executor it may be necessary or expedient, to take, collect and receive the interest, profits, and income thereof, and to pay the net income and interest annually arising therefrom to my said grandson, Edward Beverley Newnam Sparks, for and during the said period of five years from and after the date of my death and no longer, and upon and at the expiration of said period of five years from the date of my death this trust shall cease and terminate, and I do hereby give and bequeath the aforesaid sum of Four Thousand Dollars ($4,000.00), to my said grandson, Edward Beverley Newnam Sparks, absolutely and freed of this trust; and I do hereby authorize, empower and direct my said Executor upon and at the expiration of said period of five years from the date of my death, to pay over to my said grandson, Edward Beverley Newnam Sparks, the aforesaid sum of Four Thousand Dollars ($4,000.00), absolutely and freed of this trust,. Should my said grandson, Edward Beverley Newnam Sparks die before the expiration of the said period of five years from the date of my

death leaving a child or children living at the time of his death, then and in that event, upon and at the death of the said Edward Beverley Newnam Sparks so dying before the expiration of said period of five years from the date of my death, this trust shall cease and terminate, and I do hereby give and bequeath the said sum of Four Thousand Dollars ($4,000.00) to the said child or children of the said Edward Beverley NewNam Sparks living at the time of his death, share and share alike, absolutely and freed of this trust. Should my said grandson, Edward Beverley NewNam Sparks, die before the expiration of the said period of five years from the date of my death, without leaving a child or children living at the time of his death, then and in that event, upon and at the death of the said Edward Beverley NewNam Sparks so dying before the expiration of the said period of five years from the date of my death, this trust shall cease and terminate, and I do hereby give and bequeath the aforesaid sum of Four Thousand Dollars ($4,000.00) to my daughter, Florence J. Whaley, to whom my said Executor is directed to pay the said sum, absolutely and freed of this trust".

3. That by Item Thirteen of said last will and testament, the said testatrix constituted and appointed your Petition, J. Frank Harper, to be the Executor of said last will and testament; that by Item One of the Fifth Codicil to said last will and testament the said testatrix constituted and appointed Thomas J. Keating to be Co-Executor of her said last will and testament and said Codicils thereto along with your Petitioner; that the said Thomas J. Keating declined to serve as an Executor thereof and duly renounced his right to have letters testamentary granted and issued to him as such Executor; and that on the twentieth day of March, nineteen hundred and twenty-three, your Petition duly qualified as Exeeutor as aforesaid and on thesame day letters testamentary were granted and issued to him as sole Executor, as will appear by certificate of ssid letters testamentary filed herewith marked "Exhibit No. 2".

4. That in the First and Final Administration Account of the personal estate of the said Sarah Elizabeth Newnam, deceased, filed in the Orphans' Court of Queen Anne's County, and finally ratified by said Court on the sixth day of May, in the year nineteen hundred and twenty-four, there was allowed to your Petition, J. Frank Harper, Executor as aforesaid, to be retained by him in trust under the terms and provisions of said Item Four of the Third Codicil to the said last will and testament, in full payment and settlement of the aforesaid sum of Four Thousand Dollars ($4,000.00), so as aforesaid bequeathed to your Petitioner in trust as aforesaid under and by said Item Four of the Third Codicil to the said last will and testament the following bond, mortgage and cash, to wit:

One United States Liberty Bond for $1,000, Third Loan, at the appraised value thereof shown in the Inventory filed in said Estate, to wit:	$980.00	
Accrued interest thereon from September 15th. 1923, to February 2nd. 1924,	16.25	$996.25
The mortgage from Samuel Jackson Price to Frank Lewis bearing date November 6th. 1912, and recorded in Liber W.F.W. No. 3, folios 85 etc., a land record book for Queen Anne's County, aforesaid, and duly assigned by the aforesaid Frank Lewis unto the said testatrix, Sarah Elizabeth NewNam, for the sum of	1,166.55	
Accrued interest thereon from November 6th. 1923, to February 2nd. 1924,	17.10	1,183.65
And in cash the sum of		1,820.10
		$4,000.00

And the above described mortgage has been duly assigned and transferred to your Petitioner, J. Frank Harper, Executor as aforesaid, in his capacity as Trustee under said Item Four of the Third Codicil to the said last will and testament of the said Sarah Elizabeth Newnam, deceased,

5. That therefore the entire principal or corpus of the said trust estate now held by and in the hands of your Petitioner as Executor and Trustee as aforesaid consists of the said bond, mortgage and cash as follows:

The said above mentioned United States Liberty Bond for $1,000, at its said appraised value,	$980.00
The said above mentioned mortgage from Samuel Jackson Price,	1,166.55
And cash in the sum of	1,853.45
	$4,000.00

6. That your Petitioner desires to place his said trust estate, created as aforesaid, by said Item Four of the Third Codicil to the said last will and testamentof Sarah Elizabeth Newnam, deceased, within the jurisdiction of this Honorable Court in order that he may conduct and administer the said trust under the direction, control, and supervision of this Honorable Court; and that he offers himself ready to file such bond for the faithful performance and execution of the duties of his said trust as this Court may deem proper, and to abide by and perform such orders and decrees as may be passed by this Court in relation to the said trust.

Your Petitioner, therefore, prays:

(1) That this Honorable Court may assume jurisdiction over the aforesaid trust created by said Item Four of the Third Codicil to the said last will and testament of Sarah Elizabeth Newnam, late of Queen Anne's County, deceased;

(2) That this Honorable Court may determine and name the amount of the penalty of the bond to be executed by your Petitioner as Trustee as aforesaid for the faithful performance and execution of the duties of his said trust and to be filed by him in this cause; and that this Honorable Court may supervise and direct your Petition in the management and performance of his said trust;

(3) And that your Petitioner may have such other and further relief as his case may require.

And as in duty bound, etc.,

J. Frank Harper
Executor, Trustee under the trust created by Item Four of the Third Codicil to the last will and testament of Sarah Elizabeth Newnam, late of Queen Anne's County, State of Maryland, deceased.

Harper and Horney.

Madison Brown
Attorneys for Petitioner.

STATE OF MARYLAND_ QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that oN this TeNth day of September, in the year nineteen hundred and twenty-four, before me, the subscriber, the Clerk of the Circuit Courtfor Queen Anne's County, personally appeared J. Frank Harper, Executor, Trustee under the trust created by Item Four of the Third Codicil to the last will and testament of Sarah Elizabeth Newnam, late of Queen Anne's County aforesaid, deceased, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true as therein set forth to the best of his knowledge and belief.

Filed Sept. 10th. 1924.

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

ORDER OF COURT.

The aforegoing Petition and the Exhibits filedtherewith having been read and considered, it is thereupon, this twelfth day of September, in the year nineteen hundred and twenty-four, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that jurisdiction be and is hereby assumed by this Court over the trust estate created by Item Four of the Third Codicil to the last will and testament of Sarah Elizabeth Newnam, late of Queen Anne's County, State of Maryland, deceased, as set forth in the aforegoing Petition and that the Petitioner, J. Frank Harper, the Executor and Trustee named in and appointed by the said last will and testament, be and he is hereby required and directed to file in this proceeding with the Clerk of this Court a bond to the State of Marylan, executed by himself, with a surety or sureties to be approved by this Court or by the said Clerk of this Court, in the penalty of Five Thousand Dollars ($5,000.00), if corporate surety is given, conditioned for the faithful performance of the duties of his said trust under said Item Four of the Third Codicil to the said last will and testament of the said Sarah Elizabeth Newnam, deceased, and for the faithful performance and execution 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.

Filed September 12th. 1924.4

Thomas J. Keating.

CHANCERY CAUSE NO. 2471.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 2nd. day of November, in the year nineteen hundred and twenty two, the following Order to docket suit was filed for record, to wit:

Frank S. Dudley, Hiram G. Dudley, Jr., and Thos. J. Keating, Executors of Hiram G. Dudley, deceased, Mortgagees, Plaintiffs. vs. Emory Palmer and Roxanna Palmer, Mortgagors, Defendants.	In the Circuit Court for Queen Anne's County, in Equity. Foreclosure proceedings.

To J. F. Rolph, Clerk:

You will docket suit as per the above titling for the foreclosure of the mortgage from Emory Palmer and Roxanna Palmer, his wife, to Hiram G. Dudley, dated July 31st. 1906, and recorded in Liber S.S. No. 1, 443 &c., a land record book for Queen Anne's County, and file in said cause a certified copy of the said mortgage and the bond of the above named plaintiffs.

Hiram G. Dudley, Jr.

Thos. J. Keating
Executors of Hiram G. Dudley, deceased, mortgagee.

CERTIFIED COPY OF MORTGAGE.

Queen Anne's County, to wit: Be it remembered that on the second day of August, in the year nineteen hundred and six, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 31st. day of July, in the year nineteen hundred and six, by Emory Palmer and Rozanna Palmer, his wife, both of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Emory Palmer is indebted unto Hiram G. Dudley of Baltimore City, in the full sum of five thousand dollars for money loaned by said Dudley to said Palmer for the purpose of paying a mortgage executed by said Palmer to one Samuel E. Hill for unpaid purchase money for the real estate hereinafter conveyed. And Whereas, the said Palmer has agreed to repay unto the said Hiram G. Dudley the said sum of five thousand dollars in five years from the first day of August, nineteen hundred and six and to pay the interest thereon in the meantime semi-annually, at the rate of six percent per annum; and Whereas it was a condition precedent to the making of the aforesaid loan that these presents should be executed to secure the prompt payment thereof and all interest to accrue thereon as aforesaid.

Now, this mortgage witnesseth, that in consideration of premises and of the sum of one dollar, we, the said Emory Palmer and the said Rozanna Palmer, his wife, do hereby grant and convey unto the said Hiram G. Dudley in fee simple, the following real estate, to wit: All that farm, tract or part of a tract of land situate, lying, and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, called "Cossage Range" "Coppage", Tolson's Lot, Legg's Dependence, or by whatsoever name or names the same may be known or called, on Long Creek and also on public road from Stevensville to Kent Point, and also on road leading from the aforesaid public road into Batts Neck, adjoining the lands of Wm. E. Porter, J. B. Bright and others, containing two hundred and twenty five acres, three roods and twenty one perches of land, more or less; being the same and all the land described by metes and bounds, courses and distances in the deed to said Emory Palmer from Samuel E. Hill, dated August first, nineteen hundred and one and recorded in Liber J. E. G. No. 2, folio 175 etc., a land record book for Queen Anne's County, Maryland, and to which said deed reference is hereby specially made.

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

PROVIDED, that if the said Emory Palmer, his heirs, personal representatives or assigns, shall pay or cause to be paid to the said Hiram G. Dudley, his (heirs, his) personal representatives 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 aforesaid, 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 Emory Palmer, his heirs and assigns, shall possess said property.

AND, the said Emory Palmer 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 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 the insurable value thereof, 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, condition or agreement in this mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Hiram G. Dudley, his legal representatives or assigns, or Thomas J. Keating, his and their hereby duly constituted Attorney for the purpose, are hereby authorized to sell said premises together with all crops planted or growing upon said premises at the time of sale upon giving three weeks 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 and to be secured by the notes of the purchaser, with approved sureties and to apply the proceeds to the payment of, first, all expenses incident to such sale, including compensation to the person making 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 Mortgagors or whoever may be entitled to the same.

Witness our hands and seals the day and year first above written:

Test: J. McK. Tilghman. Emory Palmer (SEAL)

Roxanna Palmer (SEAL)

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

I hereby certify that on this 31st. day of July, in the year nineteen hundred and six, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Emory Palmer and Roxanna Palmer, his wife, and 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, to wit:-

I hereby certify that on this second day of August, in the year nineteen hundred and six before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, agent for Hiram G. Dudley, 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, And the said Thomas J. Keating, at the same time also made oath in due form of law that he is the duly authorized agent of the said Hiram G. Dudley to make this oath.

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 S.S. No. 1, folio 443 etc., a land record book for Queen Anne's County.

Seal's Place.

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 November, in the year nineteen hundred and twenty two.

J. F. Rolph,
Clerk.

BOND. Filed Nov. 1st. 1922.

KNOW ALL MEN BY THESE PRESENTS:

That we, Frank S. Dudley of Baltimore City in the State of Maryland, Hiram G. Dudley, Jr., and Thomas J. Keating of Queen Anne's County, in the said State, as principals, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the laws of the State of Maryland as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 dollars, to be paid to the said State of 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, successor or assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 27th. day of October, in the year of our Lord, nineteen twenty-two.

WHEREAS, the above bounden Frank S. Dudley of Baltimore City in the State of Maryland, Hiram G. Dudley, Jr., and Thomas J. Keating, of Queen Anne's County, in the said State, as executors of the last will and testament of Hiram G. Dudley, late of Baltimore City, deceased, by virtue of the power contained in a mortgage from Emory Palmer and

Roxanna Palmer, his wife, to Hiram G. Dudley, bearing date the 31st day of July, 1916, and recorded among the mortgage records of Queen Anne's County in Liber S. S. No. 1, folio 443 etc., a land record book for Queen Anne's County, Maryland, are about to sell the land and premises described in said mortgage, default having been made in payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Frank S. Dudley of Baltimore City in the State of Maryland, Hiram G. Dudley, Jr., and Thomas J. Keating, of Queen Anne's County in the said State do and shall well and truly and faithfully perform the trust reposed in them 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 in law.

Signed, sealed and delivered in the presence of:

Thos. J. Keating, Jr.

as to Frank S. Dudley,

B. Hackett Turner.

as to H. G. Dudley and T. J. Keating.

Corporate Seal's Place.

Frank S. Dudley (SEAL)

Hiram G. Dudley (SEAL)

Thos. J. Keating (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY,

By W. W. Symington, Vice-President.

Attest: William J. McFeely, Assistant Secretary.

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

Security approved and Bond filed November 1st. 1922.

J. F. Rolph, Clerk.

REPORT OF SALES.

Filed Dec. 7th. 1922.

Frank S. Dudley, H.G. Dudley, Jr., and Thomas J. Keating, Executors of Hiram G. Dudley, deceased, Mortgagee, Plaintiffs.	In the Circuit Court for Queen Annes County In Equity.
VS.	
Emory Palmer and Roxanna Palmer, Mortgagors, Defendants.	Chancery No. 2771.

To the Honorable, the Judges of said Court:-

The Report of Frank S. Dudley, H.G. Dudley, Jr., and Thomas J. Keating, Executors of Hiram G. Dudley, to your Honors respectfully states:

That default having been made by the Mortgagors in the payment of the principal debt and interest covenanted to be paid in the Mortgage from Emory Palmer and Roxanna Palmer, his wife, to Hiram G. Dudley, dated July 31st. in the year 1906, and recorded in Liber S. S. No. 1, folio 443 &c., a land record book for Queen Annes County, Maryland, the said Frank S. Dudley, H.G. Dudley, Jr., and Thomas J. Keating, as Executors of the said Hiram G. Dudley, late of Baltimore City, deceased, by virtue of the power of sale contained in said Mortgage, after due notice of the time, place, manner and terms of sale had been given by advertisement inserted each week for four successive issues, being more than 20 days before the day of sale, in the Centreville Observer, a weekly newspaper printed and published in Queen Annes County, Maryland, and after filing with the Clerk of said Court a bond in the penalty of Eight Thousand Dollars with security duly approved by said Clerk, did attend in front of the Court House Door in the town of Centreville, Queen Annes County, Maryland, on Monday, November 6th. 1922, at the hour of one-thirty o'clock P.M. and did then and there proceed to make sale of the real estate described in and conveyed by said Mortgage, consisting of the tract of land or farm, or parts of tracts of land, called "Cossage Range", "Coppage", "Tolsons Lot" &c., or by whatsoever name or names the same may be known or called, situate on Kent Island in the Fourth Election District of Queen Annes County, Maryland, on Long Creek, on the left or east side of the public road leading from Stevensville to Kent Point, adjoining the Eareckson or Bright Farm of James E. Kirwan and the lands of W. E. H. Porter, now in the occupancy of said Emory Palmer and containing 225 acres, 3 roods and 21 perches of land,. A copy of the advertisement of sale, as filed herewith, was first read by the auctioneer, and the announcement was made that the purchaser would be entitled to possession on ratification of sale and complayance with the terms thereof, and said real estate was then and there sold to Frank S. Dudley who was then and there the highest bidder therefor at and for thirty-five dollars per acre, making a aggregate purchase money therefor of the sum of $7905.85.

Respectfully Submitted,

Frank S. Dudley

Hiram G. Dudley, Jr.

Thos. J. Keating
Executors of Hiram G. Dudley.

State of Maryland, Baltimore City, to wit:-

I hereby certify that on this 20th. day of November, in the year 1922, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, one of the above named Executors of Hiram G. Dudley, 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 therein reported was fairly made..

Witness my hand and Notarial Seal the day and year last above written.

Notary
Public
Seal.

John E. Conrad
Notary Public.

State of Maryland, Queen Annes County, to wit:

I hereby certify that on this 7th. day of December, in the year 1922, before the subscriber, Clerk of the Circuit Court for Queen Annes County, personally appeared Hiram G. Dudley, Jr., and Thos. J. Keating, two of the Executors of Hiram G. Dudley, 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 therein reported was fairly made.

J. F. Rolph
Clerk of the Circuit Court for
Queen Annes County.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT SALE.

Filed December 7th. 1922.

MORTGAGE SALE OF VALUABLE
FARM ON KENT ISLAND.

The undersigned, Executors of Hiram G. Dudley, deceased, by virtue of the power of sale contained in the mortgage to Said Hiram G. Dudley, from Emory Palmer and Roxanna Palmer, his wife, dated July 31 in the year nineteen hundred and six and recorded in Liber S. S. No. 1, folio 443 etc., one of the land record books for Queen Annes County, Maryland, default having occured under said mortgage, will sell at public auction in front of the court house in the town of Centreville, Queen Annes County, Maryland, on MONDAY, NOV. 6, 1922, between the hours of 1 and 2 o'clock P.M., the real estate conveyed by said mortgage, consisting of ALL THAT TRACT OF LAND or parts of tracts of land called "COSSAGE RANGE", "COPPAGE", "TOLSON'S LOT", "Legg's Defense", or by whatsoever other name or name the same may be known, situate on Kent Island, in the Fourth Election District of Queen Annes County, Maryland, lying on Long Creek, on the left or East side of the public road leading from Stevensville to Kent Point, adjoining the Earickson or Bright Farm of James E. Kirwan, and the lands of W. E. H. Porter, also the road leading from the aforesaid Stevensville-Kent Point Road into Batts' Neck, now in the occupancy of said Emory Palmer, containing 225 ACRES, 3 ROODS, 21 PERCHES.

Improved by a comfortable dwelling and all necessary outbuildings, in first class order.

The farm is in high state of cultivation and is most all arable, except a small part thereof, with sufficient wood and timber thereon for the use of the farm.

TERMS OF SALE:- One third of the purchase money in cash on the day of sale and the balance in equal installments within one and two years from day of sale. Deferred payments to bear interest from date and to be secured to the satisfaction of the persons making sale. OR all cash at the option of the purchaser.

FRANK S. DUDLEY,

FIRAM G. DUDLEY, JR.,

THOMAS J. KEATING,
Executors of Hiram G.
DUDLEY, Deceased.

J. Elmer Anthony, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., Nov. 17, 1922.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgage Sale of Farm in the case of Frank S. Dudley, H. G. Dudley, Jr., & Thos. J. Keating, Ex. of H. G. Dudley, decd. 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 6th. day of November, in the year 1922.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By S. Chas. Walls, Secy.

ORDER NISI.

Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors of H. G. Dudley, deceased, Mortgagee,
vs.
Emory Palmer and Roxanna Palmer, Mortgagors.
In the Circuit Court for Queen Annes County, In Equity; Chancery No. 2471.

Ordered, this seventh day of December, A. D. 1922, by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, that the sales of the real estate made and reported in this cause by Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, executors of Hiram G. Dudley, deceased, by virtue of the power of sale in the mortgage to Hiram G. Dudley from Emory Palmer and Roxanna Palmer, dated July 31. 1906, and recorded in Liber S. S. No.1, folios 443 etc., a land record book for Queen Annes County, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of February, 1923; 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 tenth day of January, 1923.

The Report states the amount of sales to be $7905.85.

Filed Dec. 7th. 1922. J. F. Rolph, Clerk.

Certificate of Publication
of Order Nisi.
Filed July 12th. 1924.

N I S I.

Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors of H. G. Dudley, deceased, Mortgagee,
vs.
Emory Palmer and Roxanna Palmer, Mortgagors. In the Circuit Court for Queen Annes County; in Equity; Chancery No. 2471.

Ordered, this seventh day of December, A. D. 1922, by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, that the sales of the real estate made and reported in this cause by Frank S. Dudley, Hiram G; Dudley, Jr., and Thomas J. Keating, executors of Hiram G. Dudley, deceased, by virtue of the power of sale in the mortgage to Hiram G. Dudley from Emory Palmer and Roxanna Palmer, dated July 31, 1906, and recorded in Liber S. S. No. 1, folios 443 etc., a land record book for Queen Annes County, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of February, 1923; 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 tenth day of January, 1923.

The Report states the amount of sales to be $7905.85.

J. F. ROLPH, Clerk.
True Copy-Test: J. F. ROLPH, Clerk.
Filed December 7th. 1922.

THE CENTREVILLE OBSERVER.

Centreville, Md. July 12, 1924.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi in the case of Frank S. Dudley, Hiram G. Dudley, Jr., T.J. Keating, Ex. Vs. Emory Palmer & Roxanna Palmer, Mtgrs. 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 January, in the year 1923.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

Statement of Mortgage Debt.
Filed Dec. 12th. 1924.

Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors of Hiram G. Dudley, deceased, Mortgagee,	In the Circuit Court for Queen anne's County,
vs.	In Equity.
Emory Palmer and Roxanna Palmer, Mortgagors.	Chancery No. 2471.

Statement of Mortgage Debt and Interst.

Mortgage from Emory Palmer and Roxanna Palmer, his wife, to Hiram G. Dudley, dated July 31st, 1906, and recorded among the Land Record Books for Queen Anne's County, Maryland, in Liber S.S. #1, fol. 443.

Amount of Principal debt secured by mortgage - - - - - - - - - - - - - - - -	$5000.00
Interest from January 31, 1922, to Nov. 6, 1922, day of sale - - - - - - - -	230.90
Total Mortgage debt and Int. due day sale	$5230.90

State of Maryland.
Baltimore City, to wit:

I hereby certify that on this 23th. day of June, in the year 1924, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, one of the Executors of the deceased, mortgagee, Hiram G. Dudley, and made oath in due form of law that the aforegoing statement of mortgage debt &c., is true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal the day and year last above written.

Notary
Public
Seal.

Washington Irving Tuttle
Notary Public.

Certificate of Appointment
of Executors.

Filed July 12th. 1924.

Seal's
Place.

THE STATE OF MARYLAND,

BALTIMORE CITY, SC°:

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal estate of Hiram G. Dudley, deceased, were on the 16th. day of January in the year of our Lord one thousand nine hundred and nineteen granted and committed unto Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, the Executors by the last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office, this 10th. day of July, in the year of our Lord nineteen hundred and twenty-four.

Seal's
Place.

Test;

Edwin R. Downes
Register of Wills for Baltimore City.

FINAL ORDER RATIFYING SALE.

Ordered, this twelfth day of July, in the year 1923, by the Corcuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made and reported in the above cause be and the same is hereby finally ratified, no cause to the contrary thereof having been shown although due notice appears to have been given as provided in the previous order nisi. The Executors making the sale are allowed the usual commission allowed Trustees for making sale of real estate and for all expenses not personal upon producing the proper vouchers therefor before the auditor.

Filed July 12th. 1923. Wm. H. Adkins.

NO. 2634 CHANCERY.CAUSE.

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 7th. day of December, in the year nineteen hundred and twenty five, the following Order to Docket Suit was brought to be recorded, to wit:

William R. Horney, Assignee of Mortgage, vs. Perry H. Ringgold, Mortgagor.	In the Circuit Court for Queen Anne's County in Equity. Cause No.

B. Hackett Turner, Clerk:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers in said cause a certified copy of the mortgage from Perry H. Ringgold to Richard T. Earle, dated the 1st day of June, nineteen hundred and twenty five, and of the assignments thereon, including the assignment from James T. Earle to William R. Horney, dated the 3rd day of December, nineteen hundred and twenty five, said mortgage being recorded in Liber B. H. T. No. 3, folios 487 etc., a land record book for Queen Anne's County, State of 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, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and by reason of the non-payment of the interest covenanted to be paid upon the said principal mortgage debt by the terms of said mortgage at the time therein provided for the payment thereof.

And as in duty bound, etc.

William R. Horney
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE.

#11,304. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the first day of June, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this First day of June in the year nineteen hundred and twenty five, by Perry H. Ringgold, single man, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Perry H. Ringgold is justly indebted unto Richard T. Earle of County and State aforesaid in the full and just sum of One Hundred and Twenty Five Dollars for money this day loaned unto him, the said Perry H. Ringgold, which said sum of money the said Perry H. Ringgold agrees to repay in six and twelve months as evidenced by his two promissory notes of even date herewith, payable in six and twelve months from date hereof to the order of the said Richard T. Earle, at The Centreville National Bank of Maryland, and each note being for the sum of sixty two dollars and fifty cents, with interest from date; and whereas it was a condition precedent to the acceptance of said notes and loaning of said sum of one hundred and twenty five dollars that these presents be executed to secure the same.

Now, therefore, in consideration of the premises and the sum of one dollar the said Perry H. Ringgold does hereby grant and convey unto Richard T. Earle, his heirs and assigns in fee simple,

All of that lot, tract, parcel or part of a tract of land situate, lying and being in the Third Election District of County and State aforesaid, and on the left side of the public road leading from Burrisville to Bookers' Wharf, adjoining the lands of Sallie Ringgold, C. Clarence Deaton and fronting on the aforesaid public road, this being the same land that by deed dated the 14th. day of August, in the year nineteen hundred and twenty two was conveyed unto this mortgagor by Clarence Deaton, said deed being recorded among the land records for County and State aforesaid in Liber J.F.R. #9, folio 340 &c., and to which said deed reference is hereby made for a full and more complete description of this 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 Perry H. Ringgold, his heirs, executors, administrators or assigns, shall well and truly pay to the said Richard T. Earle, his successors, executors, administrators or assigns the aforesaid sum of One Hundred and Twenty Five dollars as evidenced by the aforesaid promissory notes and the interest to accrue thereon as above set forth, and shall perform all the covenants, conditions, and agreements herein on his part to be performed, then this mortgage shall be void; and until default be made in the premises the said Perry H. Ringgold, his heirs and assigns, shall possess said property.

And the said Perry H. Ringgold, 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 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 full insurable value in some Company or Companies approved by the said Richard T. Earle, 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, 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 Richard T. Earle, his executors, administrators or assigns, or James T. Earle, 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 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 Perry H. Ringgold, 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 Richard T. Earle, his executors, administrators, successors or assigns, or James T. Earle, 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 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 Perry H. Ringgold, for himself, his heirs, executors, administrators and assigns hereby covenant to pay.

Witness the hand and seal of the said Mortgagor.

Test: Robert Coursey. Perry H. Ringgold (seal)

STATE OF MARYLAND, QUEEN ANNES COUNTY, to wit:

I hereby certify that on this 1st. day of June, A. D , 1925, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Perry H. Ringgold and acknowledged the aforegoing Mortgage to be his act; and at the same time personally appeared before me, Richard T. Earle, mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as stated.

Robert Coursey,
Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the seventh day of December, in the year nineteen hundred and twenty five, the following Assignments were brought to be recorded, to wit:

For value received, I hereby assign the within and aforegoing mortgage to James T. Earle, without recourse or guaranty.
Witness my hand and seal this 27th. day of November, 1925.

TEST: James P. Keating. Richard T. Earle (SEAL)

For purposes of foreclosure and collection, I hereby assign this mortgage and Mortgage notes secured thereby, unto Wm. R. Horney.

Witness my hand and seal this 3rd. day of December, 1925.

Test: Bertha G. Durney. James T. Earle (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. #3, folio 487, 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

Seal's Place.

Anne's County, this 7th. day of December, A. D. nineteen hundred and twenty five.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the seventh day of December, in the year nineteen hundred and twenty-five, the following Bond was filed for record, to wit:-

Know all Men by These Presents, that we, William R. Horney, of Queen Anne's County, in the 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, are held and firmly bound unto the State of Maryland, in the full and just sum of five hundred dollars ($500.00), current money of the United States, to be paid to the 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 7th. day of December, in the year nineteen hundred and twenty five;

WHEREAS, a certain mortgage from Perry H. Ringgold to Richard T. Earle, bearing date the first day of June, nineteen hundred and twenty five, and recorded in Liber B.H.T. No. 3, folios 487 etc., a land record book for Queen Anne's County aforesaid, has been by mesne assignments duly assigned to the said William R. Horney which said assignments are recorded among said land records at the foot of said mortgage;

And whereas, the above bounden William R. Horney, the Assignee of said mortgage as aforesaid, is about to execute the power of sale contained in the aforegoing mortgage 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 by reason of the non-payment of the interest covenanted to be paid upon the principal mortgage debt by the terms of said mortgage at the time therein provided for the payment thereof;

Now the condition of the above obligation is such, that if the above bounden William R. Horney 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 to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Seal's Place.

Hilda T. Seward.
Attest: Hilda T. Seward.

William R. Horney (SEAL)

United States Fidelity and Guaranty Company.

by William R. Horney, Its Attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed December 7th. 1925.
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. 198 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 7th. day of December, in the year 1925.

Seal's Place.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed January 7th. 1926.

William R. Horney, Assignee of Mortgage,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
Perry H. Ringgold, Mortgagor.	Cause No. 2634.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the mortgage hereinafter described, to your Honors respectfully sets forth:

1. That default was made by the mortgagor by reason of the non-payment of the

principal mortgage debt and by reason of the non-payment of the interest covenanted to be paid upon the said principal mortgage debt by the terms of the mortgage mentioned in these proceedings, at the time therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from Perry H. Ringgold to Richard T. Earle, dated the first day of June, nineteen hundred and twenty five, and recorded in Liber B. H. T. No. 3, folios 487 etc., a land record book for Queen Anne's County, State of Maryland, which mortgage was duly assigned by mesne assignments to William R. Horney for the purpose of foreclosure and collection, a copy of which said mortgage and the several assignments, 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 William R. Horney, 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 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 Observer, a newspaper published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said William R. Horney, Assignee of said 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, the fifth day of January, nineteen hundred and twenty six, beginning at the hour of 2:00 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 therein as hereinbefore stated, proceeded to sell the real estate described in and granted by 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, tract or parcel or part of a tract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Burrisville to Booker's Wharf, adjoining the lands of Sallie Ringgold and Clarence Deaton, and fronting on the aforesaid public road, being the same land which was conveyed unto the said Perry H. Ringgold by Clarence Deaton, by deed bearing date the fourteenth day of August, nineteen hundred and twenty two, and recorded in Liber J.F.R. No. 9, folios 340 etc., a land record book for Queen Anne's County aforesaid, and sold the same to James T. Earle, at and for the sum of Two Hundred and Thirty Dollars ($230.00), he being then and there the highest bidder therefor at said sum. A certificate of publication of the aforesaid advertisement of sale in The Centreville Observer, a newspaper published as aforesaid in Queen Anne's County, Maryland, is filed herewith as a part of this Report marked Exhibit "A".

4. That prior to offering said property for sale, announcement was made by the said Assignee that the State, School and County taxes for the year nineteen hundred and twenty five would be paid out of the proceeds of the sale.

Respectfully submitted,

Wm. R. Horney
Assignee of Mortgage.

STATE OF MARYLAND, }
QUEEN ANNE'S COUNTY, } TO WIT:

I HEREBY CERTIFY that on this 7th. day of January, in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, 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.

Filed Jan. 7th. 1926.

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

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT SALE.
Filed Jan. 7th. 1926.

ASSIGNEE'S SALE OF VALUABLE PROPERTY.

Default having occurred in the terms of the mortgage from Perry H. Ringgold to Richard T. Earle, dated the 1st day of June, 1925, and recorded in liber B. H. T. No. 3, folios 487, etc., a land record book for Queen Anne's County, Maryland, the undersigned, assignee by mesne assignments, 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, beginning at the hour of 2 o'clock P. M., on TUESDAY, JANUARY 5, 1926,

ALL THAT LOT, TRACT, OR PARCEL OR PART OF A TRACT OF LAND situate, lying and being in the Third Election District of County and State aforesaid and on the left side of the public road leading from Burrisville to Booker's Wharf, adjoining the lands of Sallie Ringgold, Clarence Deaton and fronting on the aforesaid public road. Improvements consist of a TWO STORY FRAME DWELLING HOUSE and small outbuildings.

TERMS OF SALE-Cash at time of sale.

WILLIAM R. HORNEY,
Assignee of Mortgage.

J. Elmer Anthony, Auctioneer.

EXHIBIT "A".

THE CENTREVILLE OBSERVER.

Centreville, Md., January 7th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. vs. Perry H. Ringgold, 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 5th. day of January, in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Jan. 7th. 1926. By Bertha G. Durney.

N I S I .

William R. Horney, Assignee of Mortgage,	#	IN THE CIRCUIT COURT
	#	FOR QUEEN ANNE'S COUNTY
vs.	#	IN EQUITY.
Perry H. Ringgold, Mortgagor.	#	CHANCERY NO. 2634.

ORDERED, This 7th. day of January, A. D., 1926, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th. 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 11th day of February next.

The Report states the amount of sales to be $230.00.

Filed January 7th. 1926. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT ORDER NISI.
Filed March 15th. 1926.

NISI.

WILLIAM R. HORNEY,
Assignee of Mortgage,
vs.

PERRY H. RINGGOLD,
Mortgagor.
IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY,
IN EQUITY.
CHANCERY NO. 2634.

ORDERED, This 7th. day of January, A. D. 1926, that the sale of the real estate made and reported in this cause by William R. Horney, assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of February next.

The Report states the amount of sales to be $230.00.

B. HACKETT TURNER, Clerk.
True Copy-Test:
B. HACKETT TURNER, Clerk.
Filed January 7th. 1926.

THE CENTREVILLE OBSERVER.

Centreville, Md., March 13th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of William H. Horney, Assignee of Mortgage, vs. Perry H. Ringgold, 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 11th day of February, in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed March 15th. 1926. By S. Chas. Walls,

STATEMENT OF MORTGAGE DEBT.
Filed March 15th. 1926.

William R. Horney, Assignee of Mortgage,	In the Circuit Court for Queen Anne's County, in Equity.
vs.	
Perry H. Ringgold, Mortgagor.	Cause No. 2634.

STATEMENT OF MORTGAGE DEBT

STatement of principal mortgage debt, interest, etc., due as of the day of sale, under the mortgage from Perry H. Ringgold to Richard T. Earle, dated the first day of June, nineteen hundred and twenty five, and recorded in Liber B. H. T. No. 3, folios 487 etc., a land record book for Queen Anne's County, State of Maryland, and by mesne assignments duly assigned to William R. Horney, for the purpose of foreclosure and collection, to wit:

Amount of the principal debt due as of the 5th. day of January, 1926, (the day of the sale of the real estate made and reported in the above cause), secured by said mortgage attached hereto, -	$ 125.00.
Amount of the interest on the said principal mortgage debt from the 1st day of June, 1925, to the 5th day of January, 1926, (the day of the sale), -	4.45
Total amount of the principal mortgage debt and the interest due thereon to the 5th day of January, 1926, -	$ 129.45
Amount of the commissions due William R. Horney in whose hands the mortgage was, for collection, on the day of the sale, to wit: Five per centum (5%) on the sum of $129.45, - - - - - - - - - -	6.47
Total amount of the principal mortgage debt, the interest thereon and the commissions as above set forth, -	$ 135.92

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this fifteenth day of March, in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the Assignee of the Mortgage hereinabove described, and made oath in due form of law that the aforegoing STATEMENT of principal mortgage debt, interest and commissions is true to the best of his knowledge and belief.

B. Hackett Turner
Clerk.

FINAL ORDER OR RATIFICATION.

William R. Horney, Assignee of Mortgage,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
Perry H. Ringgold. Mortgagor.	Cause No. 2634.

ORDERED, this 16th. day of March, in the year nineteen hundred and twenty six, 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 William R. Horney, Assignee of Mortgage, and reported by him in the above 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 by the preceding Order Nisi passed in this cause, on the seventh day of January, nineteen hundred and twenty six; and the said William R. Horney Assignee of Mortgage as aforesaid, 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.

Filed March 16th. 1926. Thomas J. Keating.

PETITION FOR SUBSTITUTION OF
PURCHASER AND ORDER OF COURT
THEREON.
Filed March 16th. 1926.

William R. Horney, Assignee of Mortgage, vs. Perry H. Ringgold, Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2634.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James T. Earle and Arthur L. Deaton, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Report of Sale filed in the above entitled cause on the 7th. day of January, 1926, the said James T. Earle became the purchaser of the real estate therein described at the sale therein mentioned, at and for the sum of Two Hundred and Thirty Dollars ($230.00);

2. That since said sale the said James T. Earle has sold said real estate to the said Arthur L. Deaton, at and for the said sum of Two Hundred and Thirty Dollars, ($230.00), and it is now the desire of the said James T. Earle to have the said Arthur L. Deaton substituted as purchaser of said real estate in the place and stead of the said James T. Earle, and the said Arthur L. Deaton also desires that said substitution be made, as appears from the fact that he is one of the Petitioners hereof.

Your Petitioners, therefore, pray this Honorable Court to pass an order substituting the said Arthur L. Deaton as purchaser of said real estate in the place and stead of the said James T. Earle and directing William R. Horney, Assignee of Mortgage and Vendor of said real estate at the said sale, to convey said real estate unto the said Arthur L. Deaton as the substituted purchaser.

Respectfully submitted,

James T. Earle

Arthur L. Deaton.

I, William R. Horney, Assignee of Mortgage and Vendor, do hereby agree and consent to the substitution of Arthur L. Deaton as the purchaser of the real estate mentioned and described in the above entitled cause in the place and stead of James T. Earle, the reported purchaser therein.

Filed March 15th. 1926.

Wm. R. Horney
Assignee of Mortgage and Vendor.

ORDER OF COURT.

ORDERED, this 16th. day of March, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that Arthur L. Deaton be and he is hereby substituted as purchaser of the real estate described in the Report of Sale filed in the above entitled cause in the place and stead of James T. Earle, and that William R. Horney, Assignee of Mortgage and Vendor, be and he is hereby authorized, directed and empowered, upon the payment unto him in full of the purchase money stated in said Report of Sale, to convey the real estate so as aforesaid described in said Report of Sale unto the said Arthur L. Deaton in the place and stead of the said James T. Earle, and as fully and effectually as if the said Arthur L. Deaton had been the original purchaser at the sale of said real estate.

Filed March 16th. 1926.

Thomas J. Keating.

REPORT AND ACCOUNT OF THE AUDITOR.
Filed March 29th. 1926.

William R. Horney, Assignee of Mortgage, vs. Perry H. Ringgold, Mortgagor.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2634.

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 William R. Horney, the party making the sale reported in this cause, is charged with the gross amount of the sale made by him, and is then thereout allowed his commissions for making the sale per the terms of the mortgage and the rule of the court, the court costs, including the costs of the clerk paid to him per receipt filed, the costs of advertising the sale, the nisi on the sale, the auctioneer's fee, the costs of the bond, taxes on the land sold, in accordance with his vouchers furnished the auditor, costs of advertising the nisi to be passed as to this account and of the auditor.

The balance of the sale remaining is not sufficient to pay the mortgage claim in full and is in the within account distributed under the assignee on account of his claim.

The auditor appends below a statement of the claim under the mortgage after the application thereto of said balance.

Respectfully submitted,

Madison Brown,
auditor.

Statement of mortgage claim.

Amount of principal debt, interest thereon and commissions due under mortgage on day of sale, January 5, 1926, per statement filed:	$ 135.92
Cr.: by amount applied thereto per within audit:	$ 133.97
Balance due by mortgagor with interest thereon from January 5, 1926.	$ 1.95

The proceeds of the sale of the real estate of Perry H. Ringgold, mortgagor, it account with William R. Horney, assignee of mortgage, party making sale of said real estate under the mortgage of this cause.

Cr.

1926.
Jan. 5: By gross proceeds of the mortgage sale, per report filed Jan., 7, 1926, to wit: $230.00

Dr.

" " To William R. Horney, vendor, for his commissions per terms of mortgage, the sum of		$16.10
To do., for the court costs of this cause, per statement of clerk as follows:		
Cost of B.H. Turner, clerk:	$19.75	
Appear. of plaintiff's attorney:	10.00	29.75
To do., for amount paid for advertising sale in Centreville Observer, per receipted account for same filed, to wit:		22.50
To do., for amount paid for advertising order nisi in Observer, per receipted account:		5.00
To do., for costs of his bond paid corporate surety thereon, per receipt for same;		2.50
To do., for state and county on land sold, per receipted tax bill filed, to wit:		7.68
To do., for amount paid J. E. Anthony, for crying sale, per his receipt for same:		5.00
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, the sum of		4.50
To William R. Horney, assignee, on account of his mortgage claim, this balance:		$133.97
		$230.00 $230.00

March 29, 1926. Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

William R. Horney,
Assignee of Mortgage,

vs.

Perry H. Ringgold.

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

CAUSE NO. 2634.

ORDERED, This 29th day of March, in the year nineteen hundred and twenty six, 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 27th. day of April, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of April, 1926, in some newspaper printed and published in Queen Anne's County.

Filed March 29th. 1926. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OR ADVERTISEMENT NISI
RATIFICATION OF AUDIT.
Filed Dec. 18th. 1926.

WILLIAM R. HORNEY.
Assignee of Mortgage,

vs.

PERRY H. RINGGOLD.
Mortgagor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2634.

ORDERED, This 29th. day of March, in the year nineteen hundred and twenty-six, 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 27th day of April, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of April, 1926, in some newspaper printed and published in Queen Anne's County,.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed March 29th. 1926.

THE CENTREVILLE OBSERVER.

Centreville, Md., Dec. 18th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Wm. R. Horney, Assn. vs. Perry H. Ringgold, 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 18th day of April in the year 1926.

Filed December 18th. 1926. THE CENTREVILLE OBSERVER PUBLISHING CO.
By Bertha G. Durney.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. PERRY H. RINGGOLD, Mortgagor.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2634.

ORDERED, this 29th. day of December, in the year nineteen hundred and twenty six, 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 of ratification nisi passed thereon in this cause, and the said William R. Horney, Assignee of Mortgage, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

Filed Dec. 29th. 1926. Thomas J. Keating.

CERTIFIED COPY NO.2636 CHANCERY CAUSE.
OF BOND.

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 7th. day of January, in the year nineteen hundred and twenty six, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Oscar Clark of Caroline County, Maryland, and Charles E. Stewart, of County and State aforesaid, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand dollars 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, 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 sixth day of January, in the year nineteen hundred and twenty six.

WHEREAS, the above bounden Oscar Clark by virtue of the power contained in a mortgage from Louis H. Teat, Marrian Teat, his wife, and Earl B. Teat to Charles E. Stewart, bearing date the 22nd day of September,1921, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 7, folio 449, and which said mortgage was assigned by the said Charles E. Stewart to Oscar Clark on the eighth day of September, 1925, and whereas the said Oscar Clark 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 this obligation is such, that if the above bounden Oscar Clark do 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 in law.

Signed, sealed and delivered in the presence of: Oscar Clark (SEAL)

Chas. E. Stewart (SEAL)

Pearl L. McAllister.

If this Bond was in the Circuit Court for Caroline County it would be approved by the Clerk.

Filed Jany. 7th. 1926. Geo. A. Deakyne, Clerk.

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

Security approved and Bond filed January 7th. 1926.

B. Hackett Turner, Clk.

STATE OF MARYLAND,
QUEEN ANNNE'S COUNTY, TO WIT:-

I hereby certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 1, fol. 202, a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of January, in the year 1926.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF
MORTGAGE & ASSIGNMENT.

#8856. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the twenty-fourth day of September in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this twenty 22nd. day of September, 1921, by Louis H. Teat, Mary Teat, his wife, and Earl Benjamin Teat.

WHEREAS, we owe Charles E. Stewart, of Caroline County, Maryland, the full and just sum of Eight hundred dollars, for money this day loaned us on our promisory note of even date herewith, by the said Charles E. Stewart, to be paid one year from date hereof, with interest thereon, payable semiannually, accounting from the date hereof; to better secure the prompt payment of said principal and all installments of interest thereon when and as each shall become due and payable as aforesaid, this mortgage is executed.

NOW THEREFORE, This Mortgage witnesseth, that for and in consideration of the premises and the further sum of one dollar, the said Louis H. Teat, Mary Teat, his wife, and Earl Benjamin Teat, do grant and convey unto the said Charles E. Stewart, his heirs and assigns, in fee simple, All the hereinafter described real estate with improvements thereon and rights, appurtenances and advantages thereto belonging, situate, lying and being in the First Election District of Queen Anne's County, Maryland, and described as follows:

All that farm or tract of land situate in the First Election District of

Queen Anne's County, on the right hand side of the County road leading from Dixon's Tavern to Anderson's Corner, adjoining the lands of Annie Huggin and Walter Teat and others, and containing one hundred acres of land, more or less,. It being the same land that was conveyed to Louis H. Teat by the last will and testament of his father, Benjamin Teat, dated the 18th day of March 1903, and recorded in Liber_ F.R. #2, folio 309, a will record book in the Orphan's Court for Queen Anne's County, Maryland.

TO HAVE AND TO HOLD the said premises above granted and conveyed unto and to the proper use and benefit of the said mortgagee, his heirs and assigns forever.

PROVIDED that if we shall cause to be paid the said principal and interest, punctually at the times limited for the payment of the same as aforesaid, and perform all the covenants herein contained, then this mortgage shall be void; And that until default, we may possess said property, and we covenant to pay as they severally fall due the said principal and all installments of interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable; and all costs and attorney's commissions and charges incurred in the collection of said principal and interest, or any part thereof, and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved in writing by the mortgagee, his personal representatives or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness aforesaid; but in case of default of any covenant herein, then the whole debt, principal and interest hereby secured shall be immediately due and demandable, and the said mortgagee, his personal representatives or assigns, or their attorney, are hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser or purchasers and upon the following terms, viz: Cash on day of sale, or for cash and credit at the option of the person making such sale, and to apply the proceeds to the payment of First, all expenses incident to such sale, including compensation to the person selling as to Trustees in Equity; and, if settlement of the indebtedness hereunder, principal, interest and attorney's commissions be made after either docketing suit or advertisement and before sale, then we covenant to pay one half of said compensation reckoned on the amount due hereunder; Second, all moneys due hereunder as aforesaid; and Third, the balance to us or to whoever may be entitled to the same.

Witness the hands and seals of the said mortgagors.

Test: Wm. S. Crouse.

Louis H. Tate (Seal)

Marrion Teat (Seal)

Earl B. Teat (Seal)

STATE OF MARYLAND,

I HEREBY CERTIFY, That on this twenty second day of September, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Louis H. Teat and Mary Teat, his wife, and Earl Benjamin Teat, and each acknowledged the aforegoing mortgage to be their act; and now at the same time before me also personally appeared Oscar Clark, attorney for 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 did also make oath as aforesaid that he is the duly authorized agent and attorney of the said mortgagee and duly authorized to make this affidavit.

Notary Public Seal.

Wm. S. Crouse, Notary Public.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of January, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

I hereby transfer the within and aforegoing Mortgage to Oscar Clark for collection. As witness my hand and seal this, the 8th. day of September, 1925.

Test: Mrs. Elizabeth Short.

Chas. E. Stewart (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. #7, folio 449 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 7th. day of January, in the year 1926.

Seal's Place.

B. Hackett Turner, Clerk.

REPORT OF SALE.

Filed Apr. 26th. 1926.

Oscar Clark, Assignee,	In the Circuit Court for
vs.	Queen Anne's County
Louis H. Teat, Marion Teat, his wife, and Earl B. Teat.	In Equity, No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Oscar Clark, Assignee, respectfully shows:

First: That on the 22nd. day of September, 1921, Louis H. Teat, Marion Teat, his wife and Earl B. Teat, did execute a deed of mortgage to Charles E. Stewart on

'All that farm or tract of land situate in the First Election District of Queen Anne's County, on the right hand side of the County Road leading from Dixon's Tavern to Andersons' Corner, adjoining the lands of Annie Huggin and Walter Teat and others and containing One Hundred Acres of land, more or less. Being the same land that was conveyed to Louis H. Teat by his father as will appear by reference to Will Record F.R. No. 2, folio 309, a will record in the Orphan's Court of Queen Anne's County. Which said mortgage was assigned to Oscar Clark, as will appear by refere___ to certified copy of said Mortgage and assignment filed among the proceedings in this cause.

Second: That default occurred in the covenants and condetions in said mortgage contained on the part of Louis H. Teat, Marion Teat, his wife, and Earl B. Teat, their heirs and personal representatives, to be performed and kept.

Third: That your assignee, by virtue of the power of sale vested in him by said mortgage, after having given more than twenty days 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 (as will appear by copy of said advertisement with printer's certificate thereto annexed, filed herewith as part of this report and marked "Exhibit A") and after having given bond to the State of Maryland in the penalty of THREE THOUSAND DOLLARS, WITH SURETY APPROVED by the Clerk of this Court, did attend in the person of J.H.C. Legg, who was then and there in telephonic communication with your Assignee, at public sale in front of the Court-House door in the town of Centreville, Maryland, on Tuesday, March 9, 1926, between the hours of 1 and 3 o'clock p.m. and did then and there offer the real estate mentioned in said advertisement and did then and there sell the same to Earl B. Teat and Anna B. Teat, they being then and there the highest bidder therefor, at and for the price and sum of TWELVE HUNDRED DOLLARS.

Your assignee further reports that the terms of sale have been complied with.

Respectfully submitted,

Oscar Clark
ASSIGNEE.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th. day of April, Nineteen Hundred and Twenty-six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Oscar Clark, Assignee, 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 therein reported was fairly made.

B. Hackett Turner
CLERK.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT
SALE.
Filed July 19th. 1926.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Near Barclay, Maryland.

Under and by virtue of power of sale contained in a Mortgage from Louis H. Teat, Marion Teat, his wife, and Earl B. Teat, to Charles E. Stewart, bearing date the 22nd. day of September, 1921, which said mortgage has been assigned to Oscar Clark for collection, said mortgage and assignment being of record in Liber J.F.R. No. 7, folio 449, a land record book for Queen Anne8s County, the undersigned, as 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, MARCH 9, 1926, between the hours of 1 and 3 o'clock P.M., the following described real estate:

ALL THAT FARM or tract of land situate in the First Election District of Queen Anne's County, on the right hand side of the County Road leading from Dixon's tavern to Anderson's Corner, adjoining the lands of Annie Huggin and Walter Teat, and others, and containing 100 ACRES OF LAND, more or less. It being the same land that was conveyed

to Louis H. Teat by the last will and testament of his father, Benjamin Teat, dated the 18th day of March, 1903, and recorded in Liber F. R. No. 2, folio 309, a Will Record Book in the Orphan's Court for Queen Anne's County, Maryland.

The improvements consist of LARGE DWELLING, barn stable, and other outbuildings, all in good repair.

TERMS OF SALE:- One third of the purchase money in cash on day of sale, balance with interest, on final ratification of sale, or all cash at purchaser"s option. Title papers and stamps at expense of purchaser.

OSCAR CLARK,
Assignee.

N. B.-The purchaser of above described property can obtain a liberal loan from the Assignee, to be secured by first mortgage.

THE CENTREVILLE RECORD.

Centreville, Md., July 19, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Assignee's Sale in the case of Oscar Clark, Assignee, vs. Louis H. Teat, Marion Teat, his wife, and Earle B, Teat, Chy. 2636, 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 9 day of March, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.
By Lida Hopkins.

N I S I.

Oscar Clark, Assignee,	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
Louis H. Teat, Marion Teat, his wife, and Earl B. Teat.	:	IN EQUITY.
	:	CHANCERY NO. 2636.

ORDERED, This 26th. day of April, A.D., 1926, that the sale of 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 1st 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 1st day of June, 1926.

The Report states the amount of sales to be $1200.00.

Filed Apr. 26th. 1926. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI.

Filed July 19th. 1926.

ORDER NISI.

Oscar Clark, Assignee,

vs.

Louis H. Teat, Marion Teat, his wife,
and Earle B. Teat.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2636.

Ordered, This 26th. day of April, A. D., 1926, that the sale of 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 1st 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 1st day of June next.

The Report states the amount of sales to be $1200.00.

B. HACKETT TURNER, Clerk.

Filed April 26th. 1926. True Copy Test:
B. HACKETT TURNER, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. July 19, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Oscar Clark, Assignee, vs. Louis H. Teat, Marion Teat, his wife, and Earle B. Teat, Chy. 2636, a true copy of which is hereto annexed, was inserted in The Centreville Record, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st day of June, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

STATEMENT.

Amount due on Mortgage.	$916,96
Int. from Aug. 2nd. 1923 to March 9, 1926.	$143.04
Total amount due	$1060.00

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 19th. day of July, in the year One Thousand Nine Hundred and Twenty Six, before me, the Clerk of the Circuit Court for Queen Anne's County, in and for the State aforesaid, personally appeared Oscar Clark, and acknowledged the aforegoing Statement to be true to the best of his knowledge and belief.

Filed July 19th. 1926.

B. Hackett Turner
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

ORDER OF COURT RATIFYING SALE.

ORDERED, This 20th. day of July, Nineteen Hundred and Twenty-Six, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported by Oscar Clark, Assignee, in the above cause, be ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by previous order of this Court. The assignee is allowed the commissions and all expenses provided for in the mortgage, not personal, when proper vouchers are filed with the auditor.

Thomas J. Keating.

ORDER OF COURT REFERRING PAPERS TO
EDWIN H. BROWN, JR. FOR PURPOSE OF
STATING AN AUDIT.
Filed Jan. 4th. 1929.

Ordered, on this third day of November, in the year nineteen hundred and twenty eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the papers and proceedings in the above entitled cause be and they are hereby referred to Edwin H. Brown, Jr., as special auditor, with directions to him to state and return to this court an audit or an account between the proceeds of the sale and Oscar Clark, the party making the sale, as Madison Brown, the auditor of the court, has stated to the court that he is disqualified by reason of having judgments against the mortgagor, and is a trustee for the sale of other land against which the assignee of the mortgage of this cause might have a claim under his mortgage and a judgment held by him.

Filed January 4th. 1929.

Thomas J. Keating.

AMENDED STATEMENT OF
MORTGAGE DEBT.
Filed Jan. 4th. 1929.

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

Oscar Clark, assignee,)
vs.) Cause No. 2636.
Louis H. Teat. (

Amended Statement of Mortgage Debt.

This statement is intended to supersede the one filed in the above cause January 19, 1926, and is made necessary because the commissions of collection due under the mortgage to Oscar Clark in whose hand the mortgage in the above cause was placed for collection were omitted from the statement of mortgage debt filed as aforesaid.

Amount due on the mortgage	$916.96
Interest from August 2, 1923 to March 9, 1926.	143.04
	$1060.00
Add the five per centum commissions of collection due to Oscar Clark	53.00
Total amount now due	$1113.00

State of Maryland, Caroline County, SCT:

I hereby certify that on this 23rd. day of October, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public in & for State & County aforesaid, personally appeared Oscar Clark and he did make oath in due form of law that the aforegoing statement is a true statement of the mortgage indebtness due under the mortgage mentioned in the above cause to the best of his knowledge and belief.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal officially the day and year above written.

Notary Public Seal. Irene Roop

AUDITOR'S REPORT & ACCOUNT.
Filed Jan. 4th. 1929.

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

Oscar Clark, assignee, (
vs.) Cause No. 2636,
Louis H. Teat, et al. (

To the Honorable, the Judges of said Court:

The report of Edwin H. Brown, Jr., Special Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging Oscar Clark, the person making the sale, with the gross amount of the sale made by him, per his report of sale filed, and then he has allowed the said Oscar Clark thereout his commissions for making the sale, per terms of the mortgage, the cost of advertising the sale, and the several orders nisi of the cause, the charges of the auctioneer, court cost and also the balance then remaining of the sale as said balance is not sufficient to pay the mortgage claim due on the day of the sale in full.

That the auditor appends a statement showing the amount remaining due to the said Oscar Clark by his mortgage after the application thereto of the net sale herein mentioned.

That the amount due to Oscar Clark under his mortgage is taken from an amended statement of the mortgage debt filed in this cause.

Respectfully submitted.

January 4, 1929. Edwin H. Brown, Jr.
Special Auditor.

Filed January 4th. 1929.

Cause 2636.

The proceeds of the sale of the mortgaged real estate of Louis H. Teat, Marion Teat, his wife, and Earle B. Teat, in account with Oscar Clark, the assignee of the mortgage mentioned in this cause, the person making the sale set forth in this cause.

1926.	Cr.		
March 9	By the gross amount of the mortgage sale per the report of sale filed herein, to wit:		$1200.00
	Dr.		
" "	To Oscar Clark, the person making the mortgage sale for his commissions per terms of mortgage, to wit: the sum of		$79.50
	To do., for the amounts paid by him to J.E. Anthony, auctioneer, for crying sale per receipt for same exhibited, to wit:		10.00
	To do., for the court costs of this cause per statement of clerk as follows, to wit:		
	Costs of B.H.Turner, clerk, paid per receipt exhibited, sum of	$18.75	
	" Oscar Clark, appear. fee, sum of	10.00	28.75
	To do., for the cost of advertising in The Centreville Record notice of sale and order nisi thereon, per account for same exhibited, to wit: the sum of		39.36
	To do., for the cost of advertising the order nisi on sale in Centreville Record per account for same exhibited, to wit:		5.00
	To do., for cost of advertising the order nisi to be passed after this account, sum of		3.00
	To Edwin H. Brown, Jr., Special auditor, for stating this account, sum of		9.00
		$174.61	
	To Oscar Clark, assignee of mortgage, in part of his mortgage claim due on the day of sale, this balance, to wit: the sum of	1025.39	
		$1200.00	$1200.00

Statement of Mortgage Debt.

Louis H. Teat, Marion Teat, his wife, and Earle Benjamin Teat, in account with Oscar Clark, assignee of said mortgage.

March 9, 1926,	To amount of the mortgage debt due under and by said mortgage on day of sale per amended statement filed:	Dr. $1113.00
Credit:	By net amount of above sale per above:	1025.39
	To balance due with interest thereon from March 9, 1926:	$ 87.61

January 4, 1929.

Edwin H. Brown, Jr.,
Special Auditor.

Filed January 4th. 1929.

NISI RATIFICATION OF AUDIT.

OSCAR CLARK, Assignee,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
Louis H. Teat, et. al.	IN EQUITY.
	CASE NO. 2636.

ORDERED, This 4th. day of January, in the year nineteen hundred and twenty nine, that the Report and Account filed in these proceedings by Edwin H. Brown, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first day of February, 1929; provided a copy of this order be published once a week in each of two successive weeks before the 24th. day of January, 1929, in some newspaper printed and published in Queen Anne's County.

Filed January 4th. 1929.

B. Hackett Turner, Clerk.

NO. 2673 CHANCERY CAUSE.

Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the tenth day of November, in the year nineteen hundred and twenty six, the following Order to Docket Suit was filed for record, to wit:

Edwin H. Brown, Jr., Assignee,	In the Circuit Court
vs.	for
Steve Szakacs.	Queen Anne's County
	In Equity.

B. Hackett Turner, Clerk:

Please docket the above entitled suit and record the various assignments on a mortgage from Steve Szakacs to Oliver W. Morris, said mortgage being dated September 2nd. 1924, and recorded in Liber B.H.T. #2, folios 279 &c., a land record book for Queen Anne's County, and file a certified copy of said mortgage with said assignments in the above proceedings and enter my appearance for the Plaintiff.

Edwin H. Brown, Jr.
Attorney for Plaintiff.

November 9, 1926.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#10,838. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the fourth day of September, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this second day of September in the year nineteen hundred and twenty-four, by Steve Szakacs, single, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Steve Szakacs is indebted unto one Oliver W. Morris in the full and just sum of eight hundred dollars, same being for the balance of the unpaid purchase money on the hereinafter described real estate and which said sum is to be due and payable four years from the day of these presents with interest on same at the rate of six per centum per annum, payable semi-annually from said day with the privilege, however, to the said Steve Szakacs of paying on account of said principal at any interest period any sum not less than one hundred dollars.

AND it was a condition precedent to said sale that the prompt payment of principal and interest as aforesaid should be secured and assured by these presents.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Steve Szakacs does hereby grant and convey unto Oliver W. Morris, his heirs and assigns forever, all that tract or parcel of land, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the west side of the public road leading from Kanes Cross Roads to Templeville, known as "The Rash Farm", lying south of a ditch running from the "Stansbury Whitely" land now owned by Alec Hall to the Robert Jarrell Farm now owned by Walter Wessell, adjoining on the north the land of Emma Prince, on the east the Stansbury Whitely land, now owned by Alec Hall, on the south the Robert Jarrell land and on the west the Walter Wessell property, containing forty acres of land, more or less, and being more particularly described in a deed from Samuel W. Leager to Charles P. Morris dated the third day of August, in the year eighteen hundred and eighty three, and recorded in Liber S.C.D. No. 3, folio 322, a Land Record Book for Queen Anne's County, and being also the same property which was conveyed by Frank P. Morris, et. al. to the said Oliver W. Morris by deed dated the fourth day of November in the year nineteen hundred and eight and recorded in Liber S.S. No. 5, folio 416, and being also the same land of which the said Charles P. Morris died seized and possessed and which descended to the grantors and grantees of the last referred to deed as his only heirs at law; to which said above referred to deeds and the references therein contained, reference is hereby made for a more full and perfect description of the property hereby conveyedp and being also the same property which was conveyed unto the said Steve Szakacs by Oliver W. Morris by deed of even date herewith and which was recorded or intended to be recorded immediately preceeding these presents among the the land record books of Queen Anne's County.

m 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 Steve Szakacs, his heirs, executors, administrators or assigns shall well and truly pay to the said Oliver W. Morris, his executors, administrators or assigns the aforesaid sum of eight hundred dollars, 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 perform, then this mortgage shall be void; and until default be made in the premises the said Steve Szakacs, his heirs and assigns shall possess said property.

AND the said Steve Szakacs, 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 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 Oliver W. Morris, 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 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 Oliver W, Morris, his executors, administrators or assigns, 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 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 Steve Szakacs, 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 Oliver W. Morris, his executors, administrators, successors or assigns, or Edwin H. Brown, his or 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 Steve Szakacs, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS his hand and seal.

Test: W.L. Holton, Jr. Steve Szakacs (Seal)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this second day of September, 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, duly commissioned and qualified, personally appeared Steve Szakacs and did acknowledged the aforegoing mortgage to be his act.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Notary Public Seal.

W. L. Holton, Jr.
Notary Public.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this second day of September, 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, duly commissioned and qualified, personally appeared Oliver W. Morris, the within named mortgagee, and did make oath in due form of law that the consideration stated in said mortgage is true and bona fide as therein set forth.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Notary Public Seal.

W.L. Holton, Jr.
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 10th. day of November, in the year nineteen hundred and twenty six, the following Assignments were brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage to James H. Scotten.

Witness my hand and seal this 30th. day of August, in the year 1926.

Witness: John F. Stokes. Oliver W. Morris (Seal)

For value received, I do hereby assign & transfer the within Mortgage unto Edwin H. Brown, Jr., for collection by foreclosure or otherwise.
Witness my hand and seal this eighth day of November, 1926.

Test: Mary E. Forman. James H. Scotten (Seal)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY THAT the aforegoing is truly taken and copied from Liber B.H.T. #2, folio 279 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th. day of November, A.D. 1926.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

Queen Anne's County, to wit: Be it remembered that on the thirteenth day of November, in the year nineteen hundred and twenty six, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Edwin H. Brown, Jr., of Queen Anne's County, State of Maryland, and New Amsterdam Casualty Company, a body corporate, 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 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, 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 12th. day of November, in the year nineteen hundred and twenty six.

WHEREAS, the above bounden Edwin H. Brown, Jr., by virtue of the power contained in a mortgage from Steve Szakacs to Oliver W. Morris, bearing date the second day of September, nineteen hundred and twenty four, and recorded among the land records of Queen Anne's County, in Liber B.H.T. No. 2, folio 279 etc., and after mesne assignments, assigned unto the said Edwin H. Brown, Jr., who 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 conditions of this obligation are such, that if the above bounden Edwin H. Brown, Jr., do and shall well and 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 in law.

Signed, sealed and delivered in the presence of:

Seal's Place.

Lida Hopkins.

Attest: W.L. Holton.

Edwin H. Brown, Jr. (SEAL)

New Amsterdam Casualty Company

By McKenney & Price.
Attorney in fact.

By H.E. Price.

And on the back of the aforegoing Bond was thus endorsed, to wit:- Security approved and Bond filed November 13th. 1926.

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, folio 256 etc., a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 13th. day of Nov. in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed Dec. 7th. 1926.

Edwin H. Brown, Jr., Assignee, To Steve Szakacs.	In the Circuit Court for Queen Anne's County In Equity. Cause No. 2673.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of Edwin H. Brown, Jr., Assignee, respectfully sets forth:-

First, That under and by virtue of a Power of Sale contained in a mortgage from Steve Szakacs, single, to Oliver W. Morris, dated the second day of September in the year nineteen hundred and twenty four and recorded in Liber B. H, T. No. 2, folios 279 &c., a Land Record Book for Queen Anne's County, (said mortgage after mesne assignments having been assigned to Edwin H/ Brown, Jr.) the said Edwin H. Brown, Jr. as Assignee, default having occured in said mortgage by the non payment of the interest as therein set forth and by the non payment of the taxes on said property, after having filed bond in the Circuit Court for Queen Anne's County, with surety duly approved by the Clerk of said Court and after giving 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, State of Maryland, for more than twenty days previous to the sale, he 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, December 7th. 1926, at the hour of one thirty o'clock P.M. and did then and there proceed to sell, All that tract or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the west side of the public road leading from Kane's Cross Roads to Templeville, known as "The Rash Farm", lying south of a ditch running from the "Stansbury Whitely" land, owned by Alec Hall, to the Robert Jarrell Farm now owned by Walter Wessell, adjoining on the north the land of Emma Prince, on the east the Stansbury Writely land, now owned by Alex Hall, on the south the Robert Harrell land and on the west the Walter Wessell property, containing forty acres of land more or less, and being the same property described in the aforesaid mortgage, and sold said property unto James H. Scotten, he being then and there the highest bidder therefor at and for the sum of one thousand dollars.

Second, A certified copy of the advertisement is filed herewith as part of this Exhibit.

Third, And the purchaser has fully complied with the terms of sale as set forth in said advertisement.

All of which is respectfully submitted.

Edwin H. Brown, Jr.
Assignee of Mortgage.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 7th. day of December, 1926, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Edwin H. Brown, Jr., Assignee 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 hereunto set my hand and affix my notarial seal the day and year above written.

Notary
Public
Seal.

Lida Hopkins
Notary Public.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT SALE.

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE.

Under and by virtue of the power of sale contained in a mortgage from Steve Szakacs to Oliver W. Morris, dated the 2nd. day of September, 1924, and recorded in Liber B.H.T. No. 2, folios 279 &c., a land record book for Queen Anne's County, which said mortgage after mesne assignments has been assigned to Edwin H. Brown, Jr., the said Edwin H. Brown, Jr., the undersigned, will offer at public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, DEC. 7th. 1926, commencing at the hour of 1.30 o'clock P.M.

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the west side of the public road leading from Kane's Cross Roads to Templeville, known as "The Rash Farm", lying south of a ditch running from the "Stansbury Whitely" land, owned by Alec Hall, to the Robert Jarrell Farm, now owned by Walter Wessell, adjoining on the north the land of Emma Prince, on the east the Stansbury Whitely land, now owned by Alex Hall, on the south the Robert Jarrell land and on the west the Walter Wessell property, containing 40 acres of land, more or less, and being the same property described in the aforesaid mortgage.

N IMPROVEMENTS consist of DWELLING HOUSE and other outbuildings.
TERMS OF SALE:- Cash on day of sale, all title papers at the expense of the purchaser.

EDWIN H. BROWN, JR.,
Assignee.

J. Elmer Anthony, Auct.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., December 7, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the advertisement in the case of E.H.Brown, Jr. vs. Steve Szakacs, 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 7 day of December in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Dec. 7th. 1926. By Lida Hopkins.

N I S I.

Edwin H. Brown, Jr., Assignee,	#	IN THE CIRCUIT COURT
vs.	#	FOR QUEEN ANNE'S COUNTY
Steve Szakacs.	#	IN EQUITY.
	#	CHANCERY No. 2673.

ORDERED, This 7th. day of December, A. D. 1926, 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 10th day of February 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 January next.

The Report states the amount of sales to be $1,000.00.

Filed Dec. 7th. 1926. B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.
Filed Dec. 9th. 1926.

Edwin H. Brown, Jr., Assignee,	In the Circuit Court
vs.	for
Steve Szakacs.	Queen Anne's County
	In Equity. Cause No. 2673.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The following is a statement of the mortgage debt on the mortgage in these proceedings as follows, to wit:-

Amount of principal of mortgage	$800.00.
Interest from September 2, 1925, to December 6, 1926	60.00
Total	$860.00

Respectfully submitted,

Edwin H. Brown, Jr.
assignee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this ninth day of December, in the year nineteen hundred and twenty five 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 Edwin H. Brown, Jr., Assignee and made oath in due form of law that the matters and things stated in the aforegoing Statement of Debt are true and just as therein set forth.

Notary Public Seal.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

Lida Hopkins
Notary Public.

Certificate of Publication
of Order Nisi.

Filed Apr. 18th. 1927.

ORDER NISI.

Edwin H. Brown, Jr., Assignee,
vs.
Steve Szakacs.

In the Circuit Court for Queen Anne's County, In Equity, Chancery No. 2673.

Ordered, This 7th. day of December, A. D., 1926, 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 10th day of February, 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 January next.

The Report states the amount of sales to be $1000.00.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed Dec. 7, 1926.

THE CENTREVILLE RECORD.

Centreville, Md., April 18, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Edwin H. Brown, Jr., Assignee, vs. Steve Szakacs, Chy. 2673, 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 10th day of January in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

by Lida Hopkins.

FINAL ORDER RATIFYING SALE.

Edwin H. Brown, Jr., Assignee,	In the Circuit Court
vs.	for
Steve Szakacs.	Queen Anne's County, In Equity.
	Cause No. 2673.

ORDERED, This 18th day of April, in the year nineteen hundred and twenty seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sale made and reported by Edwin H. Brown, Jr., Assignee in the above entitled cause, 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 preceeding Order Nisi. The said Assignee is allowed the usual Trustee commission as provided in the mortgage and all expenses not personal.

Filed Apr. 21st. 1927. Thomas J. Keating (SEAL)

REPORT AND ACCOUNT OF THE AUDITOR,
Filed July 7th. 1927.

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

Edwin H. Brown, Junior, assignee of mortgage, vs. Steve Szakacs, mortgagor.	Chancery Docket, Cause No. 2673.

To the Honorable, the Judges of said Court:

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

That he has proceeded to state the within account by first charging Edwin H. Brown, junior, the party making the sale described in the cause, with the gross amount of

the sale made by him, and then by allowing him thereout his commissions for making the sale, per terms of the mortgage under which he made the sale, the costs of advertising the sale and the several orders nisi of the cause, the court costs of the cause, his bond and auctioneer's charges and the fee of the auditor. The balance remaining these allowances is not sufficient to pay the claim of the assignee under his mortgage in full and is distributed unto him on account thereof.

The auditor has stated and eppends to the account a statement between the assignee and the mortgagor of the mortgage debt showing the application to the debt of the net sale herein distributed unto the debt.

Respectfully submitted,

July 6, 1927.

Madison Brown
Auditor.

The proceeds of the sale of the mortgaged real estate of Steve Szakacs, mortgagor, in account with Edwin H. Brown, junior, assignee of mortgage, person making the mortgage sale.

Dec. 7, 1926. Cr:

By gross amount of the mortgage sale, per report of the sale filed herein, to wit: the sum of $1,000.00

Dr:

To	Edwin H. Brown, junior, person making the sale, for his commissions for so doing, per terms of the mortgage mentioned herein,		$67.50
To	do., for the court costs of the cause per statement of the clerk as follows:		
	The costs of B.H. Turner, clerk, paid to him per his receipt exhibited,	$18.50	
	The appearance fee of E.H. Brown, Jr.,	10.00	28.50
To	do., for the amount paid J.E. Anthony as auctioneer for crying the sale, per his receipt for same, the sum of		5.00
To	do., for the state and county taxes on property sold for 1926, paid by him, per receipted tax statement, to wit: the sum of		18.41
To	do., for for the costs of advertising the sale and the order nisi thereon in Centreville Record per account for same exhibited, to wit: sum of		41.00
To	do., for the costs of his bond with corporate surety thereon paid said surety, per receipted account for same, to wit: sum of		10.00
To	do., for the costs of advertising the order nisi to be passed in relation to this account, sum of		3.00
To	Madison Brown, auditor, for stating this account,		4.50
To	Edwin H. Brown, Junior, assignee of the mortgage under which the sale was made, this balance on account of his mortgage claim, to wit: sum of:		$822.09
			$1,000.00 $1,000.00

Statement of the Debt.

Steve Szakacs, mortgagor, to Edwin H. Brown, junior, assignee, Dr.

1926, Dec. 7:	To amount of the mortgage debt due said assignee on this day, day of sale, per statement filed:	$ 860.00
	By nte sale distributed thereto above,	822.09
	To balance due the said assignee with interest thereon from Dec. 7, 1926, to wit: sum of	37.91

July 6, 1927.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

Edwin H. Brown, Jr., Assignee,	(IN THE CIRCUIT COURT
	) FOR QUEEN ANNE'S COUNTY
vs.	(IN EQUITY.
Steve Szakacs.	) CASE NO. 2673.

ORDERED, This 7th day of July, in the year nineteen hundred and 27, 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 9th day of August, 191 ; provided a copy of this order be published once a week in each of two successive weeks before the 2nd. day of August, 1927, in some newspaper printed and published in Queen Anne's County.

Filed July 7th. 1927. B. Hackett Turner, Clerk.

NO. 2645 CHANCERY.

Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the twenty second day of April, in the year nineteen hundred and twenty six, the following Order to docket suit was brought to be recorded, to wit:

J.H.C. Legg, Assignee;	(	In the Circuit Court for
vs.	)	Queen Anne's County,
Medford H. Turner,	(	In Equity.
and		
Mabel G. Turner, his wife,	)	
Mortgagors.		Cause No.
	(	

To Mr.B.Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, in Equity:

Mr. Clerk:

Docket the above entitled case on your Equity docket, enter the appearance of J.H.C. Legg as Solicitor for the Assignee, make out and file in this case a certified copy of the Mortgage from Medford H. Turner and Mabel G. Turner, his wife, to George H. Eaton, bearing date October 30th. 1912, and recorded in Liber W.F.W. No. 2, folios 244 etc., and the assignments thereon, and file the accompanying Bond, and approve the security.

April 22nd. 1926.

J. H. C. Legg
Solicitor for the Assignee.

CERTIFIED COPY OF MORTGAGE
AND ASSIGNMENTS.

#3324. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the fourth day of November, in the year nineteen hundred and twelve, the following MORTGAGE and ASSIGNMENT was brought to be recorded, to wit:

T H I S M O R T G A G E, made this 30th. day of October, nineteen hundred and twelve, by Medford H. Turner and Mabel G. Turner, his wife, both of Queen Anne County, and State of Maryland.

WITNESSETH, that whereas we owe George H. Eaton of Queen Anne County, Maryland, the sum of Seven Hundred Dollars ($700.00), for which we have given to said George H. Eaton our note for said amount of even date and payable at The Hillsboro-Queen Anne Bank at Hillsboro, Maryland, six months after date. And we did agree as a condition precedent to further secure the payment of said note, and all renewal or renewals thereof (including a renewal of a renewal), which may be accepted by said George H. Eaton by a first mortgage lien upon the property hereinafter mentioned as being hereby conveyed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of one dollar, the said Medford H. Turner and Mabel G. Turner, do hereby grant and convey unto the said George H. Eaton, his successors and assigns, in fee simple, all that land and premises conveyed to the grantors of this mortgage, as tenants by the entirety, situate, lyihg and being in the town of Queen Anne, in the Sixth Election District of Queen Anne County, Maryland, and described as follows, that is to say:-

Beginning for the same on east side of what is known as Broad Street, in said town of Queen Anne, at a stake and stone set in the ground one hundred and eighty feet north of the N.W. Corner of a lot recently sold to Joseph Callahan by G.C. Moore and wife, and running from thence in an easterly direction one hundred and eighty feet to a stake to a stake and stone set in the ground; thence in a northerly direction sixty feet to a stake and stone set in the ground, thence in a westerly direction one hundred and eighty feet to a stake and stone set in the ground, on the east side of Broad Street aforesaid, thence in a southerly direction parallel with a row of trees sixty feet to the place of beginning. Be the quantity of land therein contained what it may. It being the same land mentioned and described in a deed from Geo. C. Moore and wife to said Medford H. Turner, bearing date of ninth day of March, 1912, and of record in W.F.W. No. 1, folio 261, one of the land record books for Queen Anne County.

TOGETHER with all rights, ways, waters, roads, privileges and advantages thereto belonging or appertaining.

PROVIDED, that if we shall cause to be paid the said note and all renewal notes as aforesaid, punctually according to the tenor of said note, interest and principal and perform all the covenants herein contained, then this mortgage shall be void.

AND that until default we may possess said property, and we hereby covenant to pay as they severally fall due, the said note and renewal or renewals thereof as aforesaid and interest hereby intended to be secured, all taxes that may be levied on the property hereby intended to be conveyed and all prior liens upon said property when each shall become due, and all costs and attorney's commissions and charges incurred in the collection of said note or notes or any part thereof.

AND to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least their insurable value in

some insurance company to be first approved by the mortgagee, his successors or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the note or notes aforesaid, hereby secured.

BUT, in case of default of any covenant herein, then the whole debt intended to be secured shall be immediately due and demandable, and the said mortgagee, his successors or assigns, are hereby authorized to sell said mortgaged property pursuant to law, and convey the same to the purchaser, and upon the following terms, viz: Cash on day of sale or for cash and credit at the option of the person making the sale. The credits (if any) to bear interest from day of sale, and be satisfactorily secured. And to apply the proceeds to the payment of first, all prior liens then payable. Second, all expenses incident to such sale (including compensation to the person selling as to trustees in equity); third, all moneys owing on said note or notes aforesaid, including attorney's commissions on said note or notes, and fourth, the balance to us.

Witness the hands and seals of said mortgagors.

Test: Stephen P. Jump. MEDFORD H. TURNER (SEAL)

MABEL G. TURNER (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 30th. day of October, nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Medford H. Turner and Mabel G. Turner, as tenants by the entirety and each acknowledged the aforegoing mortgage to be their act; and now at the same time before me, also personally appeared Geo. H. Eaton, 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.

Stephen P. Jump (SEAL)

Justice of the Peace.

For value received, I hereby transfer and assign the within and aforegoing mortgage to the Hillsboro-Queen Anne Bank, incorporated, a body corporate, duly incorporated under the laws of the State of Maryland.

Witness my hand and seal this 30 day of October, A.D. 1912.

Test: H.P. Flowers. Geo.H. Eaton (SEAL)

Queen Anne's County, to wit: be it remembered that on the eighteenth day of January, in the year nineteen hundred and twenty four, the following Assignments were brought to be recorded, to wit:

Hillsboro, Md. Sept. 7th. 1917.

For value received, the Hillsboro-Queen Anne Bank hereby assigns the within and aforegoing mortgage to Nellie Emory without recourse or guarantee for $710.00 with interest from date.

In witness whereof the said the Hillsboro-Queen Anne Bank has caused its corporate seal to be affixed, attested by its Cashier and their President thereof has hereunto subscribed his name this date, September 7th. 1917.

Attest: CHARLES JARRELL, (SEAL)
President.

H.C. Flowers,
Cashier.

Corporate
Seal's
Place.

For value received, I hereby assign the within & aforegoing Mortgage to Walter T. Wright, for the sum of $700.00 with interest from September 2nd. 1923, without recourse or guarantee to or by me.

As witness my hand and seal, this 20th. day of December, 1923.

Test: C. D. Turner. Nellie Emory Turner (SEAL)

Queen Anne's County, to wit: Be it remembered that on the 22nd. day of April, in the year nineteen hundred and twenty six, the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign the within and aforegoing Mortgage to J.H.C. Legg for the sum of Eight Hundred Twenty five Dollars and forty five cents with interest on the same from this date, without recourse or guarantee to or by me.

As witness my hand and seal this 12th. day of January, in the year nineteen hundred and twenty six.

Test: Thomas Massey. Walter T. Wright (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. 2, folio 244 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd. day of April, nineteen hundred and twenty six.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of April, in the year nineteen hundred and twenty six, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J.H.C. Legg, of Queen Anne's County, in the State of Maryland, and The New Amsterdam Casualty Company, a body corporate, of the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of two 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 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 twenty second day of April, in the year nineteen hundred and twenty six.

WHEREAS, the above bounden J.H.C. Legg, assignee, by virtue of the power of sale contained in the mortgage from Medford H. Turner and Mabel G. Turner, his wife, to George H. Eaton, bearing date the 30th. day of October, in the year 1912, and duly recorded among the land record books for Queen Anne's County, Maryland, in Liber W.F.W. No. 2, folios 244 etc., and by mense assignments, assigned to J.H.C. Legg, who is about to sell the land and premises described in the said mortgage, default having been made in the payment of the principal mortgage debt and interest thereon, as called for by the conditions and covenants therein contained.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J.H.C. Legg, assignee as aforesaid, does and shall well and truly and faithfully perform the trust reposed in him as said assignee under the mortgage aforesaid, and shall abide by and faithfully 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.

J.H.C. Legg (SEAL)

Signed, sealed and delivered in the presence of:

J. Elmer Anthony.

Seal's Place.

The New Amsterdam Casualty Company, a body corporate, by McKenney & Price, its attorneys in fact.

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

Security approved and bond filed April 22nd. 1926.
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. 222, a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 22nd. day of April, in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALE.
Filed April 27th. 1926.

J.H.C. Legg, Assignee,	IN THE CIRCUIT COURT
vs.	FOR
Medford H. Turner, and Mabel G. Turner, his wife, Mortgagors.	QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY CAUSE NO. 2645.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J.H.C. Legg, Assignee of the Mortgage hereinafter mentioned, unto Your Honors, respectfully sets forth:

That prior to the time of the sale hereinafter mentioned default had occurred, and existed at the time of the said sale in the covenants, conditions and terms of the mortgage from Medford H. Turner and Mabel G. Turner, his wife, to George H. Eaton, dated October 30th. 1912, and recorded in Liber W.F.W. No. 2, folios 244 etc., a Land Record Book for said Queen Anne's County, by reason of the non-payment of the mortgage principal debt secured by said mortgage and named therein

and certain interest due thereon, and the said Mortgage became by mense assignments duly assigned unto the said J.H.C. Legg by assignment duly made on said Mortgage.

That prior to the time of the sale hereinafter mentioned the said J.H.C. Legg filed with the Clerk of of the Circuit Court for Queen Anne's County, in Equity, the Bond required by law of him as a condition precedent to the foreclosure of the mortgage, or as a condition precedent to the exercise of the power of sale contained in said mortgage in case of default in the terms of said Mortgage; That said Bond is given to the State of Maryland in the penal seum of $2000.00 and was accepted and approved by said Clerk.

That prior to the day of sale hereinafter mentioned, the said J.H.C. Legg, as assignee of said Mortgage, caused notice of the time, place, manner and terms of sale to be given for four successive weeks to be given by advertisement in the Centreville Record, and the Centreville Observer, two newspapers published in Queen Anne's County, each week for four successive weeks before the day of sale, a copy of the said advertisements duly certified by the publishers of the said newspapers are filed herewith as a part hereof.

That pursuant the said advertised notice of sale, the said J.H.C. Legg did attend in person in front of the Store House of the G.L. Jump Hardware Company, in the town of Queen Anne, in Queen Anne's County, Maryland, near the said property, on Saturday, April 24th. 1926 at the hour of three o'clock P.M. and then and there proceeded to make sale of the mortgaged property because of said default, in following manner:

He offered at public sale, after reading the advertisement of sale, the mortgaged property, consisting of all that lot of land, on the East side of Broad Street, in the town of Queen Anne, in Queen Anne's County, Maryland, improved by a comfortable up to date frame dwelling house and other outbuildings with nice shade trees, said lot having a frontage on said Broad Street of 60 feet, with a depth of 180 feet, and is fully described by metes and bounds, courses and distances in the aforesaid Mortgage, and in the deed from George C. Moore and wife to the said Medford H. Turner, and Mabel G. Turner, his wife, bearing date the 9th. day of March, 1912, and recorded in Liber W.F.W. No. 1, folios 261, a land record book for Queen Anne's County, Maryland, to which Mortgage and Deed especial reference is hereby made for an accurate description of the land to be sold; and then and there in the exercise of the power and authority conferred upon him by said Mortgage, as the assignee thereof, sold said property unto Charles E. Cannon, he being then and there the highest bidder therefor, at and for the sum of Twelve Hundred and Sixty Five Dollars ($1265.00).

That the said Charles E. Cannon has not as yet complied with the terms of sale, but will do so he assures your purchaser, by paying the cash on the final ratification of the sale by this honorable Court.

That the said J.H.C, Legg sold said property with the understanding that the taxes and insurance and rents would be adjusted to day of sale, and immediate possession would be given on the compliance with the terms of the sale and the ratification of the sale by this Honorable Court.

ALL OF WHICH IS RESPECTFULLY SUBMITTED BY

J.H.C. Legg
ASSIGNEE.

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

I hereby certify that on this 27th. day of April, in the year nineteen hundred and twenty six, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J.H.C. Legg, Assignee, 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 the said sale was fairly and bona fide made.

Y B. Hackett Turner
Clerk of the Circuit Court
for Queen Anne's County,
In Equity.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.

MORTGAGE SALE OF VALUABLE RESIDENTIAL PROPERTY

IN THE TOWN OF QUEEN ANNE.

Under and by virtue of the power of sale contained in the Mortgage from Medford H. Turner and Mabel G. Turner, his wife, to George H. Eaton, dated October 30th. 1912, and recorded in Liber W. F. W. No. 2, folios 244 etc., a Land Record Book for Queen Anne's County, Maryland, and by mesne assignments duly assigned to me, I will sell at public sale in front of the Store House of the G.L. Jump Hardware Company, in the town of Queen Anne, in Queen Anne's County, Maryland, on SATURDAY, APRIL 24, 1926, at the hour of 3 o'clock P.M.,

ALL THAT LOT OF LAND on the East side of Broad Street, in the town of Queen Anne, in Queen Anne's County, Maryland, improved by a comfortable up-to-date FRAME DWELLING HOUSE and other outbuildings, with nice shade trees; said Lot having a frontage on said Broad Street of 60 feet, with a depth of 180 feet; and is fully described by metes and bounds, courses and distances in the aforesaid Mortgage, and in the Deed from George C. Moore and wife, to the said Medford H. Turner, and Mabel G. Turner, his wife, bearing date the 9th day of March, 1912, and recorded in Liber W.F.W. No. 1, folios 261, a Land Record Book for said Queen Anne's County, Maryland, to which Mortgage and Deed especial reference is hereby made for an accurate description of the land to be sold.

This is a nice up-to-date comfortable home, located in the thrifty and growing town of Queen Anne, where there are churches, stores, railroads, a high school, and all the advantages of Town Life; this is a rare chance to purchase a nice home,. Possession given on compliance with the terms of sale, and the ratification by the Court.

TERMS OF SALE:- One third of the purchase money in cash on day of sale, balance in two equal installments of 6 and 12 months from day of sale, the deferred payments to bear interest from the day of sale, and to be secured by the notes or bonds of the purchaser with security satisfactory to the assignee, or all cash at the option of the purchaser. Title papers at the expense of the purchaser, more detailed particulars made known on day of sale.

J. H. C. Legg, Assignee,
J. Elmer Anthony, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md., Apr. 27, 1926.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the annexed advertisement in the case of J.H.C. Legg, Assignee, vs. Medford H. Turner, and Mabel G. Turner, his wife, Mortgagors, 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 24th. day of April, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.

By Lida Hopkins.

N I S I.

J.H.C. Legg, Assignee,	(	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Medford H. Turner and Mabel G. Turner,	(	IN EQUITY.
Mortgagors.	)	CHANCERY NO. 2645.

ORDERED, This 27th. day of April, A.D., 1926, that the sale of real estate made and reported in this cause by J.H.C. Legg, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st 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 1st. day of June next.

The Report states the amount of sales to be $1265.00.

Filed April 27th. 1926. B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI.
Filed July 3rd. 1926.

ORDER NISI.

J. H. C. Legg, Assignee,
vs.
Medford H. Turner and Mabel G. Turner.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 2645.

Ordered, This 27th. day of April, A.D., 1926, that the sale of real estate made and reported in this cause by J. H. C. Legg, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of June next.
The Report states the amount of sales to be $1265.00.

B. HACKETT TURNER, Clerk.
True Copy
Test; B. HACKETT TURNER, Clerk.
Filed April 27th. 1926.

THE CENTREVILLE RECORD.

CENTREVILLE, Md., July 3, 1926.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the order nisi in the case of Legg, Assignee, vs. Turner, cause 2645, 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 1 day of June, in the year 1926.

THE CENTREVILLE RECORD PUBLISHING CO.,

By E. H. Brown, Jr.

ORDERED, this tenth day of July, inthe year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of the said Court, that the sale of the mortgaged real estate and property made and reported in this cause by J. H. C. Legg, Assignee of Mortgage mentioned in the aforegoing report of sale and in said report of sale described, 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 in accordance with the Order Nisi heretofore passed in said cause in relation to the said report of sale.
The Assignee is allowed the usual commissions and all expenses not personal for which he shall produce vouchers.

Thomas J. Keating
JUDGE.

Filed July 10th. 1926.

STATEMENT OF MORTGAGE DEBT.
Filed July 3rd. 1926.

J.H.C. Legg, Assignee, vs. Medford H. Turner and Mabel G. Turner, his wife, Mortgagors:	In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2645.

STATEMENT OF MORTGAGE DEBT.

Mortgage Debt	$700.00
For Interest on the same from Sept. 2nd. 1923, to January 12th. 1926, 2 years, 4 months, and 12 days,	99.15
Insurance paid by Assignee of Mortgage	7.25
Recording of the Assignment	.75
5% Attorneys Commissions	39.30
	$846.45
Credit by one payment of Interest	$ 21.00
	$825.45
Interest from Jan. 12th. 1926 to April 24th. 1926, the day of the sale	$ 14.03
Amount due on Mortgage on day of sale, April 24th. 1926.	$839.48

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

I hereby certify that on this Third day of July, in the year nineteen hundred and twenty six, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J.H.C. Legg, Assignee of Mortgage, in the above entitled case, and made oath in due form of law that the sum of Eight Hundred and Thirty Nine Dollars and Forty Eight cents is the correct amount due and owing on the Mortgage filed in this cause to the best of his knowledge and belief on April 24th. 1926, the day of sale.

B. Hackett Turner
Clerk of the Circuit Court for
Queen Anne's County, In Equity.

PETITION OF MABEL G. TURNER, ASKING THAT THE PAPERS IN THIS CAUSE BE REFERRED TO THE AUDITOR TO STATE AN ACCOUNT ALLOWING HER ONE-HALF OF THE NET PROCEEDS.
Filed Oct. 1st. 1926.

J.H.C. Legg, Assignee, vs. Medford H. Turner and Mabel G. Turner, his wife, Mortgagors:	IN THE CIRCUIT COURT For Queen Anne's County, In Equity. Cause No. 2645.

To the Honorable, the Judges of said Court:

The Petition of Mabel G. Turner, the divorced wife of Medford H. Turner, respectfully shows unto your Honors:

1st. That the property sold in this cause, was at the time of the making of the Mortgage mentioned in this cause, was owned by Medford H. Turner and Mabel G. Turner, his wife, as tenants by the entireties.

2nd. That the said Medford H. Turner and Mabel G. Turner, who were husband and wife, at the time of the making and acceptance of said Mortgage, have been divorced A VINCULO MATRIMONII by a Decree of this Honorable Court passed on January 25th. 1926, in a Cause in said Court, entitled Mabel Gannon Turner, Plaintiff, vs. Medford H. Turner, Defendant, being No. 2605 Chancery, in which said Decree Mabel Gannon Turner was divorced A. Vinculo Matrimonii from the said Medford H. Turner, and therefore were not at the time of the sale (April 24th. 1926) and are not at this time, husband and wife.

3rd. That from the time of the execution of the Mortgage mentioned in this Cause down to the time of the sale no change of title in said property was made by Medford H. Turner and Mabel G. Turner.

4th. That your Petitioner is advised that the passage of the Decree of Divorce mentioned in Paragraph No. 2 of this Petition, changed the ownership of said property from a tenancy by the entireties in Medford H. Turner and Mabel G. Turner, to a tenancy in common and gave to each of them a one-half part of said property, so that at the time of said sale of said property on April 24th. 1926, they, the said Medford H. Turner and Mabel G. Turner, each are entitled to one-half of the proceeds left from the sale of the said property under the Mortgage mentioned in these proceedings, and that the surplus mortgage sale will not be required for payment of debts of either Mortgagor.

5th. That J.H.C. Legg, Assignee, is now ready to have an Audit of the funds arising from the sales of the mortgaged property in these proceedings mentioned, made and stated.

Your Petitioner therefore prays this Honorable Court to pass an Order referring the papers in this Cause to the Auditor of this Court, directing him to state an Audit in this Cause distributing the proceeds left after paying Mortgage debt and expenses of sale one-half to Medford H. Turner and one-half to Mabel G. Turner.

And as in duty bound, will ever pray, etc.,

J. H. C. Legg
Solicitor for Mabel G, Turner,
Petitioner.

UPON the aforegoing Petition and affidavit, it is ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, on this 2nd. day of October, 1926, that the Auditor is hereby directed in the Audit about to be stated by him between J. H. C. Legg, Assignee, and the proceeds of the sale of the mortgaged property of Medford H. Turner and Mabel G. Turner, his wife, to distribute, subject to exceptions, the surplus of the sales over and above the Mortgaged debt, interest and costs of sale including commissions to the Assignee, unto Medford H. Turner and Mabel G. Turner, in equal parts, and the proceedings and papers in this Cause are hereby referred to the Auditor of this Court so he can state such an account and Audit: and the Auditor is directed to notify the said Medford H. Turner of the time of stating said Audit.

Filed October 2nd. 1926. Thomas J. Keating.

REPORT AND ACCOUNT OF
THE AUDITOR. (Audit No. 1).
Filed Oct. 29th. 1926.

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

J. H. C. Legg, assignee,	)0)	
vs.	)0)	
Medford H. Turner and	)0)	Cause No. 2645.
Mabel G. Turner, his wife.	)0)	

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor, do report unto Your Honors as follows:

I have stated and will return two audits or accounts in the above cause, one called "Audit No. 1" and the other "Audit No. 2".
This is audit No. 1 and differs from audit No. 2 in this respect only:

In the within audit the net surplus mortgage sale is divided equally between Medford H. Turner and Isabel G. Turner, the mortgagors, on the ground that they were tenants by the entireties of the mortgaged property as set forth in the petition of the latter filed in this cause, while in audit No. 2 the net surplus mortgage sale is regarded as the property of Medford H. Turner alone on the ground that there is no evidence sufficient to establish the tenancy by the entireties mentioned in the petition and the said surplus is not distributed to anyone but is held subject to the order of the court.

At the time the parties made the mortgage under the sale of this cause took place they evidently regarded themselves as tenants by entireties of the mortgaged property. This

is plain from the reading of the mortgage and the direction contained therein that any surplus mortgage sale money arising from a sale under said mortgage should be paid to the mortgagors. Yet the deed in the mortgage referred to shows that that the property was conveyed to the said Medford H. Turner alone. Mr. Legg and myself have examined the record of the deed referred to and find that the deed is to Medford H. Turner alone. We have also examined the land records and can find no deed to the parties making the mortgage as tenants by the entirety or entireties. If such deed was ever made it does not appear on the records, and I do not know if the recitals in the mortgage are sufficient to establish the tenancies by the entireties mentioned in the petition.

As the order of the court directing the audit to be stated as in the within account is stated is passed on the petition of Mabel G. Turner and there is no mentioned in the petition of the deed creating the said tenancy, I have stated audit No. 2.

I have notified Medford H. Turner of the within account and of the filing of the same, and will recommend to him and Mr. Legg who represents the said Mabel G. Turner that they agree which audit shall be taken as correct and which one shall be rejected without necessity of order nisi on both. I will also inform them that I am ready to take testimony in the matter.

Respectfully submitted,

October 16, 1926.

Madison Brown
auditor.

The proceeds of the sale of the mortgaged real estate of Medford H. Turner and Mabel G. Turner, his wife, mortgagors, in account with J. H. C. Legg, assignee of mortgage, party making the sale mentioned.

1926.	Cr:		
April 24	By gross proceeds of the mortgage sale, per report of sale filed, to wit:		$1265.00
	Dr:		
	To J.H.C. Legg, vendor, for his commissions, for making sale, per terms of mortgage:	$83.40	
	To do., for the costs of his bond paid the corporate surety thereon, per receipt for same:	10.00	
	To do., for amount paid Centreville Observer for advertising notice of sale, per receipted account:	40.50	
	To do., for amount as costs of advertising sale and order nisi thereon, per receipted account, in Centreville Record, to wit:	45.50	
	To do., for costs of advertising order nisi to be passed as to this account:	5.00	
	To do., for the amount paid Elmer Anthony for crying the sale made, per his receipt for same, to wit:	15.00	
	To do., for the court costs of this cause per clerks statement, as follows: Costs of B. H. Turner, clerk, paid $18.75; Appearance fee of J. H. C. Legg, 10.00	28.75	
	To do., for that part of state and county taxes for 1926, on mortgaged property agreed by trustees to be paid out of sales, per report of sale and statement:	5.82	
	To do., for the fee of the auditor to be paid him:	9.00	
	To J. H. C. Legg, assignee, in full of his mortgage claim on day of sale, per statement filed of debt:	839.48	
	To balance, to wit:	184.55	
		$1265.00	$1265.00
	By balance brought down, to wit:		$ 184.55
	To Medford H. Turner, one of mortgagors, 1/2 of said balance, the sum of	92.27	
	To Mabel G. Turner, other of the mortgagors, 1/2 of said balance, the sum of	92.28	
		$184.55	$ 184.55

October 16, 1926.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT:

J.H.C. Legg, Assignee, vs. Medford H. Turner and Mabel G. Turner, Mortgagors:	In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2645.

Ordered, this 29th. day of October, in the year nineteen hundred and twenty six, that the report and account marked Audit NO. 1, filed in these proceedings by Madison Brown, Auditor, and by which the surplus Mortgage sale is distributed unto the Mortgagors on the principal that they are tenants by the entireties of said surplus, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of November, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of November, 1926, in some newspaper printed and published in Queen Anne's County. The auditor has also filed an Audit marked Audit No. 2 distributing the net mortgage sale as the sole property of Medford H/ Turner.

Filed October 29th. 1926. B. Hackett Turner, Clerk.

REPORT AND ACCOUNT OF THE AUDITOR.
AUDIT NO. 2.
Filed October 29th. 1926.

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

J. H. C. Legg, assignee, vs. Medford H. Turner and Isabel G. Turner, his wife, mortgagors.	Chancery Cause No. 2645.

To the Honorable, the Judges of said Court:

I, Madison Brown, auditor, do report unto Your Honors as follows,

I have stated and will return two audits or accounts in the above cause, one called "Audit No. 1" and the other called "Audit No. 2".

This is audit No. 2, and differs from audit No. 1 in this respect only: In the within audit the net or surplus mortgage is not distributed to any one on the ground that it is the property of Medford H. Turner alone in stead of both him and Mabel G. Turner and is left subject to the order of the court in order that it might be claimed by Medford H. Turner or by his trustee in bankruptcy hereinafter mentioned.
In audit No. 1 the net or surplus mortgage sale is divided equally between the two mortgagors because of the tenancy by the entireties of said mortgaged property mentioned in the petition of Mabel G. Turner filed in this cause.

The mortgage filed in this cause and under which the sale hereof was made states that the parties at the time the mortgage was made owned the mortgaged property by conveyance to them as tenants by the entireties and directs that in case of sale for payment of the mortgage debt any surplus should be paid to ("us") the mortgagors, yet the deed referred to in the mortgage states that the property had been conveyed to Medford H. Turner alone. In conjunction with Mr. Legg I have examined the record of the deed so referred to and find that the mortgage states same properly and we can find no deed on record by which the property had been conveyed to the mortgagors as tenants by the entireties. If this deed has been made it does not appear on the records. I am sure that the court has no knowledge of this and for that reason I have stated two audits.

It appears from the petition mentioned that the mortgagors since the making of the mortgage have been divorced absolutely and if this is so, and the property has never been in the mortgagors as tenants by the entireties then it is plain that that Mabel G. Turner would have no interest in the proceeds of sale.

It is well known that since the making of the mortgage the said Medford H. Turner has taken the benefit of the Bankrupt Law and I understand that the property sold in this cause did not pass to the trustee or was disregarded by him by advice of the Referee on the ground that it was owned by the mortgagors as tenants by the entireties and not subject to the bankruptcy proceedings. If the tenancy mentioned cannot be established, then it may be that the trustee in bankruptcy, Mr. Legg, will claim the surplus sale not distributed in the within account.

I have notified Medford H. Turner of the stating of both audits and will recommend to him and Mr. Legg that they agree which one shall be accepted and that I will take testimony for them or either of them at any time in the matter.

Respectfully submitted,

Oct. 16, 1926.

Madison Brown
auditor.

The proceeds of the mortgaged real estate of Medford H. Turner, mortgagor, in account with J. H. C. Legg, assignee, party making the sale of said mortgaged real estate.

1926.	Cr:		
April 24:	By gross proceeds of the mortgage sale, per report of sale filed, to wit:		$1265.00
	Dr:		
	To J.H.C. vendor, for his commissions, for making sale, per terms of mortgage:	$83.40	
	To do., for the costs of his bond paid the corporate surety thereon, per receipt for same:	10.00	
	To do., for amoung paid Centreville Observer for advertising notice of sale, per receipted account:	40.50	
	To do., for amount paid Centreville Record for costs of advertising sale and order nisi thereon, per receipted account for same;	45.50	
	To do., for costs of advertising the order nisi to be passed as to this account,	3.00	
	To do., for amount paid J. E. Anthony for crying the sale made, per his receipt for the same:	15.00	

To do., for the court costs of this cause per clerk's statement, to wit:			
Costs of B.H. Turner, clerk, paid	$18.75		
Appearance fee of J.H.C. Legg,	10.00	28.75	
To do., for that part of state and county taxes for 1926 on mortgaged property to be paid by trustee out of sale, per his report of sale and tax statement, to wit:		5.82	
To Madison Brown, auditor, for stating account,		9.00	
To J. H. C. Legg, assignee, in full of his mortgage claim on day of sale, per statement of debt filed:		839.48	
To balance, carried below:		184.55	
		$1265.00	$1265.00

Cr:

By balance brought down and to remain subject to the order of this Court: as the property of Medford H. Turner alone.	$184.55

October 16, 1926. Madison Brown, auditor.

NISI RATIFICATION OF AUDIT:

J. H. C. Legg, assignee,	( )	In the Circuit Court for
vs.	( )	Queen Anne's County,
Medford H. Turner, and Mabel G. Turner, Mortgagors.	( )	In Equity.
	( )	Cause No. 2645.

Ordered, this 29th. day of October, in the year Nineteen Hundred and twenty six, that the report and account marked Audit NO. 2, filed in these proceedings by Madison Brown, Auditor, and by which the surplus mortgage sale is distributed as the property of Medford H. Turner alone, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th. day of November, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 20th day of November, in some newspaper printed and published in Queen Anne's County. The auditor has also filed an Audit No. 1 distributing the surplus mortgage sale to the mortgagors as tenants by the entireties.

Filed October 29th. 1926. B. Hackett Turner, Clerk.

No. 2649 CHANCERY.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the tenth day of May, in the year nineteen hundred and twenty six, the following Order to docket suit was filed for record, to wit:

W. T. Keating, Trustee,

vs.

Chas. Q. Snyder, Sadie Snyder, Jas. T. Bright, Mammie S. Bright, Mortgagors.	In the Circuit Court for Queen Annes County in Equity.

Foreclosure of Mortgage.

To B. Hackett Turner, Clerk:

You will docket suit, as per above titling, for foreclosure of mortgage from Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mammie S. Bright, his wife, to Philemon B. Hopper, Trustee, dated December 4th. 1912, and recorded in Liber W.F.W. No. 2, folio 321, a land record book for Queen Annes County, and file in said suit a certified copy of said mortgage; and approve the bond accompanying this order and file the same in the above entitled proceedings.

Thos. J. Keating, Jr.
ATTORNEY FOR MORTGAGE.

CERTIFIED COPY OF MORTGAGE.

#3368. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the fifth day of December, in the year nineteen hundred and twelve, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourth day of December, in the year nineteen hundred and twelve by Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Charles Q. Snyder and James T. Bright are indebted unto Philemon B. Hopper, Trustee in case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, in the full and just sum of Three Thousand Dollars ($3000.00) for money this day loaned and advanced by the said Philemon B. Hopper, Trustee as aforesaid, unto Charles Q. Snyder and James T. Bright, for which said principal sum, the said Charles Q. Snyder and James T. Bright have drawn and passed unto the said Philemon B. Hopper, Trustee in case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, their promissory note of even date herewith for the said sum of Three Thousand Dollars, payable three years after date, at The Centreville National Bank of Maryland, which said note is endorsed upon its face secured by mortgage of even date herewith, and for the interest to accrue on said principal sum the said mortgagors have drawn and passed unto the aforesaid mortgagee their six other promissory notes, each for the sum of eighty two dollars and fifty cents, dated as aforesaid, and payable at the aforesaid bank, six, twelve, eighteen, twenty four, thirty and thirty six months after date, each of which said notes being endorsed upon its face "Secured by mortgage of even date herewith". And there was an expressed condition precedent to the aforesaid loan that the repayment of the same was to be secured and assured by the execution of the presents.

NOW THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the further consideration of one dollar, the said Charles Q. Snyder and Sadie Snyder, his wife, James T. Bright and Mamie S. Bright, his wife, do hereby grant and convey unto Philemon B. Hopper, Trustee in case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, the hereinafter described real estate, to wit: All that lot or parcel of land in or near Centreville, Queen Anne's County, Maryland, known as "The J. Hersey Hall Brick House Property", and more fully described as follows: Beginning at a stone on the east side of Chesterfield Avenue where the Centreville High School Property and the herein described property corner, and running thence by the magnetic needle, south seven degrees and eighteen minutes east sixty nine and seven tenths feet; thence fifty five feet on a curve having a radius of seventy feet, the arc of the chord formed by the curve having a bearing of south thirty two degrees and twenty seven minutes east and being fifty three and eight tenths feet long; thence south fifty degrees and thirty four minutes east ninety eight feet to the property of Mrs. J. Hersey Hall; thence among the property of the said Mrs. J. Hersey Hall, north forty three degrees and fifty nine minutes east three hundred and twenty four feet; thence north fifty six degrees and four minutes east thirty three and seven-tenths feet; thence north forty nine degrees and thirty four minutes east sixty seven and five-tenths feet to the land of Dr. W. D. Troy where a stake is driven, thence along the land of said Dr. W. D. Troy north thirteen degrees and thirteen minutes west one hundred and sixty feet to the property of the Centreville High School, thence along the Centreville High School Property south fifty three degrees and fifty seven minutes west two hundred and ninety three feet; thence south fifty three degrees and twenty minutes west one hundred and seventy seven feet to the point of beginning, containing one and eighty-four one-hundredths (1.84) acres of land, more or less.

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 Charles Q. Snyder and James T. Bright, their heirs, executors, administrators or assigns shall well and truly pay to the said Philemon B. Hopper, Trustee in case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, his successors, executors, administrators or assigns the aforesaid sum of Three Thousand Dollars ($3000.00) 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 Charles Q. Snyder and James T. Bright, their heirs and assigns shall possess said property.

AND the said Charles Q. Snyder, and James T. Bright, 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 its insurable value in some Company or Companies approved by the said Philemon H. Hopper, Trustee in case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, his successors, executors, admibistrators 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 Philemon B. Hopper, Trustee in Case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, his successors, 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 Annes County, 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 the 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 Charles Q. Snyder and James T. Bright, or whoever may be entitled to same.

AND, it is hereby agreed that when default be made in any covenant or condition of 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 Philemon B. Hopper, Trustee in Case No. 831 on the Chancery Docket of the Circuit Court for Queen Anne's County, 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 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 Charles Q. Snyder and James T, Bright, for themselves, their heirs, executors, administrators or assigns, hereby covenant to pay.

Witness their hands and seals.

CHARLES Q. SNYDER (SEAL)

SADIE SNYDER (SEAL)

Test: Ray Turner.

JAMES T° BRIGHT (SEAL)

MAMIE S. BRIGHT (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this fourth day of December, in the year nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Charles Q. Snyder, Sadie Snyder, James T. Bright and Mamie S, Bright, and did each acknowledge the foregoing mortgage to be their respective act.

RAY TURNER.

Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this fifth day of December, in the year nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of

Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, agent for 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; and at the same time also further made oath in due form of law that he is the agent of the said Philemon B, Hopper, Trustee in case #831 on the Chancery Docket of the Circuit Court for Queen Anne's County, and as such agent is authorized to make the oath as to the consideration set forth in the aforegoing mortgage.

RAY TURNER,

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. 2, folio 321 etc., a Land Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th. day of May, 1926.

B. Hackett Turner, Clerk.

CERTIFIED COPY OF BOND.

QUEEN ANNE'S COUNTY, TO WIT; Be it remembered that on the tenth day of May, in the year nineteen hundred and twenty six, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, William T. Keating, of Queen Anne's County, State of Maryland, as principal, and the Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of ten thousand dollars ($10,000.00) to be paid to the State of Maryland aforesaid, or its certain attorney, to the payment whereof, well and truly to be made and done, we hereby bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th. day of May, in the year nineteen hundred and twenty six.

WHEREAS, the above bounden William T. Keating, bu virtue of the power of sale contained in a mortgage from Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright, and Mamie Sl Bright, his wife, to Philemon B. Hopper, trustee, in Chancery Cause No. 831 of the Circuit Court of Queen Anne's County, in Equity, and dated December 4th. in the year nineteen hundred and twelve, and recorded in Liber W.F.W. No. 2, folio 321, etc., a land record book for Queen Anne's County, is about to make sale of the mortgaged premises, he, the said William T. Keating being the present trustee duly appointed as successors to the late Philemon B. Hopper, Trustee;

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden William T. Keating, trustee 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 the mortgaged property or the proceeds thereof then this obligation to be void; otherwise to be of full force and virtue in law.

Test: J.F. Rolph

N. F. Smith, As to surety.
L. Wier.

William T. Keating, (SEAL)
Principal.
Fidelity and Deposit Company
of Maryland.
By H. L. Jenness Seal's Place.

And on the back of the aforegoing Bond was thus endorsed, to wit:
Security approved and Bond filed May 10th. 1926.
B. Hackett Turner, Clerk.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that theaforegoing is truly taken and copied from Liber J.F.R. No. 1, fol. 225, a Bond Record Book for Queen Anne's County.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th. day of May, in the year 1926.

B. Hackett Turner, Clerk.

REPORT OF SALES.
Filed May 13th. 1926.

WILLIAM T. KEATING, trustee,	IN THE CIRCUIT COURT FOR QUEEN ANNES
vs.	COUNTY IN EQUITY.
CHARLES Q. SNYDER, et al., mortgagors.	CHANCERY CAUSE #2649.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

This report of sale made by William T. Keating, present Trustee in the place and stead of Philemon B. Hopper, deceased, Trustee in Chancery cause No. 831 in this Court, by virtue of the power of sale contained in the mortgage to said Philemon B. Hopper, Trustee, from Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, and dated December 4th. in the year Nineteen Hundred and Twelve and recorded in Liber W. F. W. #2, folio 321, a land record book for Queen Annes County, to your Honors respectfully shows:

That default having occurred in the covenants contained in the aforesaid mortgage by the none payment of the mortgage debt and interest therein secured and after filing in this cause a bond with surety duly approved by the Clerk of this Court in the penalty of ten thousand dollars, for the foreclosure of said mortgage and conditioned as provided by law, and after due publication by advertisement inserted in the Centreville Observer, a weekly newspaper printed and published in Queen Annes County, for four successive weeks before the day of sale, and inserted in the Centreville Record, a weekly newspaper printed and published in Queen Annes County, for three successive weeks before the day of sale, giving notice of the time, place, manner and terms of sale, as provided by said mortgage, the said William T. Keating, Trustee, did attend in front of the Court House in the town of Centreville, Queen Annes County, on Tuesday, May 11th. 1926, between the hours of one and two o'clock P.M., and then and there proceeded to sell the real estate covered by and described in the aforementioned mortgage and did sell the same to Dr. Charles E. Snyder of Queen Annes County, he being then and there the highest bidder, at and for the sum of Nine Thousand Five Hundred Dollars ($9500.00), which the said mortgagee believes to be the fair and reasonable value of the property and has taken the check of said Charles E. Snyder for Thirty-five Hundred Dollars ($3500.00), representing a cash deposit thereon, and a certificate of purchase setting forth briefly the terms and conditions of said sale; the said real estate consisting of a lot or parcel of land situate on the north side of Broadway and the east side of Chesterfield Avenue in the town of Centreville, Queen Annes County aforesaid, adjoining on one side and in the rear the Centreville High School Property, and adjoining on the east side the property of Mrs. Sally I. Hall, containing one and eighty-four one hundredths acres of land, more or less, with improvements thereon consisting of a brick dwelling and a stable.

A copy of the advertisement of sale is attached hereto together with a certificate of the publication thereof.

Respectfully submitted,

Wm. T. Keating, Trustee
MORTGAGEE.

State of Maryland,

Queen Annes County, to wit:

This is to certify that on this thirteenth day of May, in the year Nineteen Hundred and twenty-six, before the subscriber, Clerk of the Circuit Court in and for the County aforesaid, personally appeared the above named William T. Keating, Trustee, mortgagee, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

B. Hackett Turner, Clerk.

Certificate of Publication
of Advertisement of Sale.
Filed May 13th. 1926.

MORTGAGEE'S SALE OF VALUABLE RESIDENCE PROPERTY

LOCATED IN CENTREVILLE, MARYLAND.

By virtue of the power of sale contained in a mortgage from Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, to Philemon B. Hopper, trustee, in Chancery Cause No. 831 of the Circuit Court for Queen Anne's County, in Equity, dated December 4th. in the year Nineteen Hundred and Twelve, and recorded in Liber W.F.W. No. 2, folio 321, etc., a land record book for Queen Anne's County, the undersigned, William T. Keating, the present trustee in the above mentioned chancery Cause, duly appointed as the successor~~s~~ to the said Philemon B. Hopper, trustee, will offer at public sale to the highest bidder in front of the Court House in the town of Centreville, Queen Anne's County, aforesaid, on TUESDAY, MAY 11, 1926, between the hours of one and two o'clock P.M., the property described in and conveyed by said ~~property~~ mortgage, consisting of

ALL THAT LOT OR PARCEL OF LAND situate on the North side of Broadway and the East side of Chesterfield Avenue in the town of Centreville, Queen Anne's County aforesaid, adjoining on one side and in the rear the Centreville High School Property, and adjoining on the east side the property of Mrs. Sally I. Hall, containing ONE AND EIGHTY-FOUR ONE HUNDREDTHS ACRES OF LAND, MORE OR LESS.

The improvements thereon consist of a MODERN AND COMMODIOUS TWO AND ONE-HALF STORY, SLATE ROOF, BRICK BUILDING, with porches back and front and equipped with bath room, electricity, and all modern conveniences; iron fence around large well shaded lawn. GOOD STABLE AND GARDEN.

TERMS OF SALE;

One-third of the purchase money payable in cash at the time of sale and the remainder in two equal installments payable respectively in six and twelve months from the day of sale, with interest from the day of sale, and secured to the satisfaction of the trustee making sale.

(Signed):

WILLIAM T. KEATING,
Trustee, Successor to
Philemon B. Hopper,
deceased Trustee.

THOMAS J. KEATING, JR.,
Attorney for Trustee.

J. ELMER ANTHONY,
Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md., May 13th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Mortgagee's Sale in the case of William T. Keating, Trustee, Mortgagee vs. Charles Q. Snyder, 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 11th. day of May in the year 1926.

Filed May 13th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Margaret E. Durney.

N I S I.

William T. Keating, Trustee, vs; Charles Q. Snyder, Sadie Snyder, James T. Bright, Mamie S. Bright, Mortgagors.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CHANCERY NO. 2649.

ORDERED, This 13th. day of May, A. D. 1926, that the sale of real estate made and reported in this cause by William T. Keating, Trustee, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th. 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 16th. day of June next.

The Report states the amount of sales to be $9,500.00.

Filed May 13th. 1926.

B. Hackett Turner, Clerk.

Certificate of Publication
of Order Nisi.
Filed July 19th. 1926.

NISI.

William T. Keating, Trustee,
vs.
Charles Q. Snyder, Sadie Snyder, James T. Bright, Mamie S. Bright, Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 2649.

ORDERED, This 13th. day of May, A. D., 1926, that the sale of real estate made and reported in this cause by William T. Keating, Trustee, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th. 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 16th. day of June next.

The Report states the amount of sales to be $9,500.00.

Filed May 13th. 1926.

B. Hackett Turner, Clerk.

True Copy-Test;

B. Hackett Turner, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., July 19, 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Order Nisi in the case of Wm. T. Keating, Trustee, vs. Charles Q. Snyder, 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 16 day of June, in the year 1926.

Filed July 19th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

PETITION OF THE TRUSTEES OF THE METHODIST PROTESTANT CHURCH, CENTREVILLE, MARYLAND, TO HAVE ONE-HALF OF SURPLUS PROCEEDS OF SALE APPLIED TO THEIR MORTGAGE CLAIM AGAINST THE UNDIVIDED ONE-HALF INTEREST OF JAMES T. BRIGHT IN THE REAL ESTATE SOLD IN THESE PROCEEDINGS.

Filed July 13th. 1926.

William T. Keating, Trustee, Mortgagee,	(In the Circuit Court for Queen Anne's County in Equity.
vs.	)
Charles Q. Snyder, et al., Mortgagors.	(Cause No. 2649.)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Trustees of the Methodist Protestant Church, Centreville, Maryland, unto your Honors, respectfully sets forth;

1. That by virtue of the power of sale contained in the mortgage from Charles Q. Snyder, and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, to Philemon B. Hopper, Trustee, bearing date the fourth day of December, nineteen hundred and twelve, and recorded in Liber W. F. W. No. 2, folios 321, etc., a land record book for Queen Anne's County, State of Maryland, a certified copy of which said mortgage is filed in the above entitled cause, the said William T. Keating, present Trustee in the place and stead of Philemon B. Hopper, deceased, Trustee, sold the real estate described in said mortgage and in the proceedings in this cause, at and for the sum of Ninety Five Hundred Dollars ($9,500.00) as will appear from the Report of Sale filed in this cause.

2. That the proceeds arising from said sale are more than sufficient to pay the mortgage debt and interest secured by and owing under said mortgage and all the costs, fees, commissions and expenses incident to the said sale and provided for by said mortgage.

3. That your Petitioners are junior lienors of the said James T. Bright and Mamie S. Bright, his wife, being the mortgagees of a mortgage from the said James T. Bright and Mamie S. Bright, his wife, to them upon the undivided one-half interest of the said James T. Bright, in the said real estate sold as aforesaid by the said William T. Keating, Trustees, and described in said Report of Sale, the said mortgage of your Petitioners bearing date the twenty fifth day of October, nineteen hundred and twenty one, and being recorded in Liber J. F. R. No. 7, folios 515 etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said mortgage, marked "Exhibit A", is filed herewith as a part of this Petition; that the amount of the mortgage debt due and payable to your Petitioners under said mortgage is the sum of Thirty One Hundred and Fifty Dollars ($3,150.00), with interest from the fifteenth day of January, nineteen hundred and twenty four; that it was provided by the terms of said mortgage that said mortgage debt, with interest thereon as aforesaid, should be paid within one year from the said date of said mortgage; that no part of the said mortgage debt has ever been paid, nor has any interest on the said mortgage debt ever been paid since the said fifteenth day of January, nineteen hundred and twenty four, and that there is now due and owing to your Petitioners under their said mortgage the full amount of said mortgage debt secured by said mortgage and the interest thereon as aforesaid.

4. That the said mortgage of your Petitioners, being subject to the prior lien and operation of the said mortgage of William T. Keating, Trustee, under which the said sale of said real estate was made, is second or junior in lien to that of said mortgage of William T. Keating, Trustee, and is the next lien upon the undivided one-half interest of the said James T. Bright in said real estate after the lien of the said mortgage of William T. Keating, Trustee; and that your Petitioners are entitled to have one-half of the surplus proceeds of said sale, remaining after the payment of the mortgage debt and interest secured by and owing under the said mortgage of William T. Keating, Trustee, and all the costs, fees, commissions and expenses incident to the said sale and provided for by said mortgage, applied to the payment of the said mortgage of your Petitioners.

5. That the said James T. Bright now resides in Baltimore City, State of Maryland.

Your Petitioners, therefore, respectfully pray:

(1) That one-half of the said surplus proceeds of said sale, remaining after the payment of the mortgage debt and interest secured by and owing under the said mortgage of William T. Keating, Trustee, and all the costs, fees, commissions and expenses incident to the said sale and provided for by said mortgage, may be applied to the payment of the said mortgage of your Petitioners to the extent of one-half of the aforesaid surplus proceeds of sale, and that in the Report and Account of the Auditor distributing the same, to be filed in this cause, one-half of the said surplus proceeds of said sale may be awarded and distributed to your Petitioners on account of their said mortgage claim.

(2) And that your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

Harper & Horney
Attorneys for Petitioners.

THE TRUSTEES OF THE METHODIST PROTESTANT CHURCH, CENTREVILLE, MARYLAND.

By Ludlow Gafford
President of the Board of Trustees.

STATE OF MARYLAND,)
) TO WIT:
QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY that on this 13th. day of July, in the year nineteen hundred and twenty six, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Ludlow Gafford, President of the Board of Trustees of the Methodist Protestant Church, Centreville, Maryland, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

Filed July 13th. 1926.

B. Hackett Turner
Clerk.

"EXHIBIT A".

CERTIFIED COPY OF SECOND MORTGAGE.

Filed July 13th. 1926.

#8903. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the twenty fifth day of October, in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this twenty fifth day of October, in the year nineteen hundred and twenty one, by James T. Bright, and Mamie S. Bright, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said James T. Bright is justly indebted unto the Trustees of the Methodist Protestant Church, Centreville, Maryland, in the full and just sum of thirty one hundred and fifty dollars, for money this day loaned and advanced by the Trustees of the Methodist Protestant Church, Centreville, Maryland, unto the said James T. Bright, to be repaid within one year from the date hereof, with interest at the rate of six per cent payable semi-annually. And the said James T. Bright shall have the privilege of paying not less than five hundred dollars or any multiple thereof, at any interest period of this mortgage. And it was a condition precedent to the making of said loan that the principal sum and interest should be secured by the execution of this mortgage.

NOW THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the sum of one dollar, the said James T. Bright and Mamie S. Bright, his wife, their heirs and assigns, do hereby grant and convey unto the Trustees of the Methodist Protestant Church, Centreville, Maryland, in fee simple, all that lot or parcel of land in or near the town of Centreville, Queen Anne's County, State of Maryland, known as the J. Hersey Hall brick house property, adjoining the property of Mrs. J. Hersey Hall on the one side and the High School Property on the other and being particularly described by metes and bounds in a deed from Sallie I. Hall to James T. Bright, by deed bearing date the fourth day of December, in the year nineteen hundred and twelve, and recorded in Liber W.F.W. No. 2, folio 320, a land record book for Queen Anne's County.

TOGETHER with all rights, roads, ways, waters, privilegs 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 James T. Bright his heirs, executors, administrators or assigns shall well and truly pay to the said The Trustees of the Methodist Protestant Church, Centreville, Maryland, their successors, executors, administrators or assigns the aforesaid sum of thirty one hundred and fifty dollars, 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 James T. Bright, his heirs and assigns shall possess said property.

AND the said James T. Bright, 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 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 The Trustees of the Methodist Protestant Church, Centreville, Maryland, their 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, 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 The Trustees of the Methodist Protestant Church, Centreville, Maryland, their executors, administrators or assigns, 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 Centreville, 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 James T. Bright 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 Trustees of the Methodist Protestant Church, Centreville, Md., executors, administrators, successors or assigns, or 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 James T. Bright, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals.

Test: J. McK. Tilghman.

James T. Bright (SEAL)

Mamie S. Bright (SEAL)

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

I hereby certify that on this twenty fifth 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, Maryland, personally appeared James T. Bright and Mamie S. Bright, and each acknowledged the aforegoing mortgage to be their respective act. And at the same time personally appeared J. Thomas Holland, Treasurer of the Trustees of the Methodist Protestant Church, Centreville, Maryland, and made oath in due form of law that the consideration set forth in this mortgage is true and bona fide as herein set forth, and also made oath that he is duly authorized as said Treasurer to make said oath as to the consideration.

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. 7, folio 515 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 13th. day of July, A.D. nineteen hundred and twenty six.

Seal's Place.

B. Hackett Turner, Clerk.

STATEMENT OF MORTGAGE DEBT.

Filed July 19th. 1926.

WILLIAM T. KEATING, TRUSTEE, VS. CHARLES Q. SNYDER, ET AL.,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

STATEMENT OF MORTGAGE DEBT AND INTEREST.

Amount of PRINCIPAL DEBT secured by mortgage from Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, to Philemon B. Hopper, Trustee, dated December 4th. in the year 1912, and recorded in Liber W.F.W. No. 2, folios 321 &c., a Land Record Book for Queen Anne's County, Maryland, a part of which said principal debt is now due and owing to the said William T. Keating, Trustee, as successor to Philemon B. Hopper, Trustee, now deceased, and a part of which said principal debt was by said Philemon B. Hopper, Trustee, assigned to Philemon B. Hopper, Trustee in Chancery Number 1503, by assignment unrecorded,- -$ 3000.00.

Interest from June 4th. 1924, to day of sale, - - - - - - - - - - - - - - - - - -$ 319.60

Attorney's Commissions on $1600.00 $ 80.00

To William T. Keating-Trustee-part of the said principal debt - - $1600.00
To amount principal previously assigned - - - - - - - - - - - - - - 1400.00
$3000.00

Total due under Mortgage - - - - - - - - - - $ 3399.60

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

I hereby certify that on this 19th. day of July in the year 1926, before me, Clerk of the Circuit Court for Queen Annes County, personally appeared William T. Keating, Trustee, and made oath that the aforegoing statement of mortgage debt and interest is true to the best of his knowledge and belief.

B. Hackett Turner,
Clerk.

FINAL ORDER RATIFYING SALE.

In Chancery, the 23rd. day of July, Nineteen Hundred and Twenty-Six.

Ordered, that the sale within reported 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 as directed by the preceding order. The Mortgagee is allowed for commissions and expenses the sum of

Filed July 24th. 1926. Lewin W. Wickes.

ORDER OF COURT ON THE PETITION OF THE TRUSTEES OF THE METHODIST PROTESTANT CHURCH.

Filed July 24th. 1926.

William T. Keating, Trustee, Mortgagee, vs. Charles Q. Snyder, et al., Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2649.

ORDER OF COURT.

Upon the aforegoing Petition, IT IS ORDERED, this 23rd. day of July, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the proceedings in the above cause be and they are hereby referred to Madison Brown, the Auditor of this Court, and that the said Madison Brown, Auditor as aforesaid, be and he is hereby directed to give notice by the publication thereof in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks, to all judgment creditors, lienors and assignees of the said James T. Bright and all persons claiming an interest in the equity of redemption of the said James T. Bright in the undivided one-half interest of the said James T. Bright in the real estate sold under the proceedings in the above cause, to file their claims, with the vouchers thereof, with him on or before

a certain day to be named by him in said notice, which said day shall be sixty days from the date of the first publication of said notice; and it is further ordered that the said Madison Brown, Auditor as aforesaid, be and he is hereby authorized to take such testimony as he may find necessary to establish said claims, and to state and return to this Court, an audit in which said audit one-half of the surplus proceeds of the sale made and reported in this cause, representing the surplus proceeds of the sale of the undivided one-half interest of the said James T. Bright in the said real estate shall be distributed to said claimants as their right may appear.

Filed July 24th. 1926. Lewin W. Wickes.

ORDERSOF COURT WITH CLERKS' CERTIFICATE ATTACHED, OF APPOINTMENT AND QUALIFICATION OF WM. T.KEATING, TRUSTEE.

Filed July 23rd. 1926.

B. Palmer Keating, next friend to Margaret F. Keating, et al.	(In the Circuit Court for
	) Queen Anne's County,
vs.	(In Equity.
Elizabeth F. Keating, et al.	) No. 831.

It is further ADJUDGED, ORDERED AND DECREED that Wm. T. Keating of Queen Anne's County aforesaid, be and he is hereby appointed trustee in this case and is authorized and empowered to make re-sale of the aforesaid two lots mentioned in the said petition as having been sold but not settled for and therein described as lots Nos. 22 and 25, and the terms of said sale shall be one half cash and the balance in twelve months from day of sale, with interest, the payment thereof to be secured by the note of the purchaser or purchasers, with a surety or sureties, to be approved by the Trustee, or all cash at the option of the purchaser, And as soon as may be convenient after any such sale, 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 such sale annexed. And on the ratification of such resale 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 to him, her or them sold, free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them.

And it is further ADJUDGED, ORDERED AND DECREED that said trustee is clothed with full authority to receive, collect, possess, hold and manage the said trust estate and trust funds, with the exception, however, of the real estate, exclusive of said lots Nos. 22 and 25 remaining undisposed of as aforesaid, in as ample a manner as the said deceased trustee could have done, and when and as the same is collected and possessed, to distribute and pay the same, including the proceeds arising from any sale or sales which may have been made of said lots Nos. 22 and 25 or either of them principal and interest, to those persons entitled to receive the same, in their due and proper proportion.

The said Wm. T. Keating, before entering upon his duties as trustee as aforesaid shall file with the Clerk of this Court, a bond to the State of Maryland, with surety or sureties to be approved by said Clerk, in the penalty of Seven Thousand Dollars, with corporate 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 order or decree in the premises. If personal security be given the penalty of the bond shall be fourteen thousand dollars.

Filed May 19th. 1923. Lewin W. Wickes.

And afterwards, to wit: on the 29th. day of October, in the year 1925, Court passed the following order, to wit:-

Upon the aforegoing Petition, it is Ordered this 29th. day of October, in the year 1925, by the Circuit Court for Queen Anne's County, in Equity, that William T. Keating, the new Trustee appointed in the above cause in the place of Philemon B. Hopper, now deceased, be and he is hereby authorized and empowered to file in the cause his trustee's bond in the penalty of five thousand dollars, if corporate surety thereof, or in the penalty of ten thousand dollars, if personal sureties, instead of in the penalty prescribed by the original order of his appointment as trustee in this cause.

Filed October 29th. 1925. Lewin W. Wickes.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that it appears of record in this office that William T. Keating, Trustee, on the 19th. day of January, in the year 1926, complied with the aforegoing Orders of Court by filing his bond in the penalty of Five thousand dollars with the Fidelity and Deposit Company of Maryland as surety thereon.

Seal's Place.

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 July, in the year 1926.

B. Hackett Turner, Clerk.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed October 22nd. 1926.

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

William T. Keating, trustee, mortgagee, versus Charles Q. Snyder and James T. Bright, and others.	Chancery Cause No. 2649.

To the Honorable, the Judges of said Court:

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

That prior to the stating of the within account the auditor gave the notice to the parties interested in the equity of redemption of James T. Bright, mortgagor, by an advertisement inserted in the Centreville Observer, a newspaper published in said county, and has filed in the above cause a copy of said advertisement duly certified as to publication.

That in the within account William T. Keating, trustee, mortgagee, party making the sale herein reported, is charged with the gross amount of the sale made by him, and he is then allowed thereout his commissions for making the sale, per terms of the mortgage, the costs of advertising the sale and the several orders nisi of the cause, court costs of the cause, auctioneer's fee for selling the property and the fee of the auditor, and then the mortgage debt as due on day of sale in full.

There remains after these allowances a balance which is divided into two parts, one of which is distributed unto Charles Q. Snyder, and the other of which is distributed as the property of James T. Bright.

At request of Harper and Horney, parties filing the petition against the share of James T. Bright, I proceeded to take testimony but at the taking of the testimony no witnesses were produced but two papers were filed as evidence, one a certified copy of the mortgage from James T. Bright to the corporation named in the petition filed by Harper and Horney and the other a certified copy of a deed from Sallie I. Hall to Charles Q. Snyder and James T. Bright, the mortgagors, By this last named paper it appears that the two mortgagors owned the mortgaged property at time of the mortgage, as tenants in common, and equally, as no other ownership is set forth in the DEED. Both these papers have been marked filed by the auditor and will be returned by him.

Two claims have filed with me under the notice above mentioned, that of the corporation filing the petition and claiming under the mortgage from James T. Bright and that of Charles E. Snyder, administrator for certain parts of taxes paid by him on the mortgaged property. This last mentioned claim bears on its back a direction to the auditor to allow the same out of the share of James T. Bright to be paid to the corporation under the mortgage from James T. Bright. This direction is signed by the corporation filing the second mortgage or mortgage from James T. Bright and is equivilent to assign of the said corporation in favor of said Charles E. Snyder. As no other party other than said corporation is affected by the allowance it is made in the within account as an assignment of the corporation's interest in the sale made. Out of the share of said Bright is awarded the costs arising under the petition, the taxes mentioned and the balance remaining not being sufficient to pay the corporation is distributed to it on account.

Respectfully submitted.

Madison Brown, Auditor.

The proceeds of the sale of the mortgaged real estate of Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, mortgagors, in account with William T. Keating, trustee and substituted mortgagee of the mortgage mentioned in this cause in place of Philemon B. Hopper named in said mortgage as mortgagee, and as such substituted mortgagee the vendor of the mortgaged real estate.

Cr:

May 11, 1926.		
By gross sale of the mortgaged property, per report of sale filed in this cause;		$9,500.00

Dr:

To William T. Keating, vendor, for his commissions for making sale, per terms of mortgage, sum of		$425.00
To do., for the costs of his bond with corporate surety thereon paid said surety, per recipted account filed, to wit:		30.00
To do., for the court costs of this cause paid clerk of court per his receipted statement as follows:		
Costs of B. H. Turner, clerk	$18.75	
Appear. fee of T.J. Keating, Jr.	10.00	28.75
To do., for costs of insurance against fire obtained by him to date of sale per receipted account for same of L. H. Meredith, agent, to wit:		3.14

To do., for the costs of advertising the notice of sale in Centreville Record, per receipted account for same filed, to wit:	$37.50	
To do., for the costs of advertising notice of sale and order nisi thereon in Centreville Observer per receipted account for same filed, to wit:	50.00	
To do., for amount paid auctioneer J. E. Anthony for crying sale, per his receipt for same, to wit:	35.00	
To do., for costs of advertising the order nisi to be passed as to this report and account, to wit:	3.00	
To William T. Keating, trustee, substituted mortgagee, in full of the mortgage debt due on day of sale, per statement of mortgage debt filed,	$3,399.60	
To Madison Brown, auditor, for stating this account, the sum of	13.50	
To balance carried over, to wit:	5,474.51	
	$9,500.00	$9,500.00

Cr:

By balance brought forward, to wit:	$5,474.51

Dr:

To Charles Q. Snyder, one of the mortgagors, and owner of the equity of redemption to extent of one half thereof,		
1/2 of the above balance, to wit:	$2,737.25	
To James T. Bright, one of the mortgagors, and owner of the equity of redemption to the extent of one half thereof,		
1/2 of above balance, but subject to the distribution thereof made below, to wit:	$2,737.26	
	$5,474.51	$5,474.51

Distribution of the share of
James T. Bright.

Cr:

By his share of net sale brought down:	$ 2,737.26

Dr:

To William T. Keating, trustee, vendor, for following costs to be paid by him under the petition filed against the share of James T. Bright, to wit:			
Costs of advertising notice to creditors directed to be given by the court,	$5.00		
Costs of B.H. Turner, clerk,	9.00		
Appearance of Harper & Horney,	10.00	$24.00	
To Charles E. Snyder, administrator, for certain taxes paid by him on the mortgaged property set forth in his claim filed herein (see the report of auditor on page 1), the sum of		$203.37	
To the Trustees of the Methodist Protestant Church, Centreville, Maryland, corporation, in part of its mortgage claim against the share of James T. Bright, as set forth in the petition of the said corporation, this balance, to wit:		$2,509.89	
		$2,737.26	$ 2,737.26

October 22, 1926,

Madison Brown,
Auditor.

Certificate of Publication
of Notice to Creditors.
Filed Oct. 22nd. 1926.

NOTICE TO CREDITORS.

WILLIAM T. KEATING, TRUSTEE,
MORTGAGEE,
vs.
CHARLES Q. SNYDER AND SADIE SNYDER, HIS WIFE,
AND JAMES T. BRIGHT AND MAMIE S. BRIGHT, HIS
WIFE, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. Cause No. 2649.

Pursuant to the order of the above named Court, passed in the above cause, notice is hereby given to all judgment creditors, lienors and assignees of James T. Bright, and all persons claiming an interest in the equity of redemption, of the said James T. Bright in the real estate sold under the proceeding in the above cause, to file their claims, with the vouchers thereof, with the undersigned, on or before the 1st. day of October, 1926; otherwise they will be excluded from participating in the distribution of the said equity of redemption.

MADISON BROWN, AUDITOR.

THE CENTREVILLE OBSERVER.

Centreville, Md., October 19th. 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of Wm. T. Keating, Trus. vs. Charles Q. Snyder, 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 three successive weeks, the first publication thereof having been on July 31, 1926, more than sixty days before the first day of October, in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Bertha G. Durney.

NISI RATIFICATION OF AUDIT.

Wm. T. Keating, Trustee, Mortgagee,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
Charles Q. Snyder and Sadie Snyder, his wife, and James T. Bright and Mamie S. Bright, his wife, Mortgagors.	IN EQUITY.
	CASE NO. 2649.

ORDERED, This 23rd. day of October, in the year nineteen hundred and 26, that the Report and Account filed in these proceedings by Madison Brown, Auditof, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of November, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 18th. day of November, 1926, in some newspaper printed and published in Queen Anne's County.

Filed Oct. 23rd. 1926. B. Hackett Turner, Clerk.

CREDITORS' BILL.
Filed Oct. 30th. 1926.

WILLIAM T. KEATING, Trustee,	In the Circuit Court for Queen Anne's County in Equity.
VS.	
CHARLES Q. SNYDER, ET AL., Mortgagors.	Cause No. 2649.

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, State of Maryland, deceased, who sue for themselves as well as all other creditors of Charles Q. Snyder, late of Queen Anne's County aforesaid, deceased, who will come in and contribute to the expenses of this suit, unto your Honors, respectfully shows:

1. That the said Charles Q. Snyder, who departed this life sometime in the year nineteen hundred and twenty four, was, in his lifetime, seized and possessed of certain real estate, of which an undivided one-half interest in the real estate sold under the mortgage foreclosure proceeding in this cause was a part.

2. That letters of administration were granted on the personal estate of the said Charles Q. Snyder, deceased, unto Charles E. Snyder, who took possession of all of said personal estate, administered the same under the direction of the Orphans' Court of Queen Anne's County, and filed in said Court, his First Administration Account, a certified copy of which said First Administration Account is filed herewith as a part hereof and is marked "Creditors' Exhibit No. 1".

3. That the said Charles B. Downs departed this life sometime in the year nineteen hundred and twenty two, leaving a last will and testament, which has been duly admitted to probate by the Orphans' Court of Queen Anne's County, and by which said last will and testament your Petitioners, the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, were named Executors; a certified copy of your Petitioners' letters testamentary is filed herewith as a part hereof and is marked "Creditors' Exhibit No. 2".

4. That the said Charles Q. Snyder, at the time of his death, was indebted unto your Petitioners, (having been indebted unto the said Charles B. Downs, in his lifetime), in the sum of Fifteen Hundred Dollars ($1,500.00), with interest from the twentieth day of July, nineteen hundred and twenty two, on a promissory note bearing date the twentieth day of January, nineteen hundred and twenty two, signed by James T. Bright, Mamie S. Bright, the said Charles Q. Snyder, and endorsed by John M. Perry, which said promissory note was filed against the personal estate of the said Charles Q. Snyder, deceased, and which said claim has been credited by a dividend in said personal estate with the sum of Six Hundred and Five Dollars ($605.00) as will appear by reference to said First Administration Account; a copy of said promissory note is filed herewith as a part hereof and is marked "Creditors' Exhibit No. 3", and the original will be produced at the hearing.

5/ That the said Charles Q. Snyder departed this life as aforesaid, intestate, and leaving surviving him as his only heirs at law the following named persons, to wit:

(a) Sadie Snyder, his widow,
(b) Charles E. Snyder, a son,
(c) Mamie S. Snyder, a daughter.

6. That your Petitioners are advised that they, as well as the other creditors of the said Charles Q. Snyder, deceased, are entitled to have a one-half part of the surplus proceeds arising from the sale of the said real estate applied to the payment of their said claims after the same has been credited with the dividends from said personal estate.

7. That the said Sadie Snyder, Charles E. Snyder and Mamie S. Bright, are all adults, and reside in Queen Anne's County, State of Maryland.

To the end, therefore:

(1) That a one-half part of the surplus proceeds arising from the sale of said real estate, or so much thereof as may be necessary for the purpose, may be decreed for the payment of so much of your Petitioners' claim as remains unsatisfied by the application of the personal estate as aforesaid.

(2) And that your Petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your Petitioners the writ of subpoena directed to the said Sadie Snyder, Charles E. Snyder and Mamie S. Bright, adults, all residing in Queen Anne's County, State of Maryland, commanding them, and each of them, to be and 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 as in duty bound, etc.

Harper & Horney.
Solicitors for T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased.

Filed Oct. 30th. 1926.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:
Seal's Place. THE STATE OF MARYLAND
TO
Sadie Snyder, Charles E. Snyder, Mamie S. Bright.

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 November next, to answer the complaint of T. Cecil Downs, et al., Executors Charles B. Downs, 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 October, 1926.
Issued the 30th. day of October, in the year 1926.

B. Hackett Turner, Clerk.

Harper and Horney

Solicitor for Petitioners.

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 November next, being the Return Day.

E. Hackett Turner, Clerk.

CREDITORS' EXHIBIT No. 1.
Filed Oct. 30th. 1926.

In re estate of CHARLES Q. SNYDER, deceased.	In the Orphans' Court of Queen Anne's County.

STATE OF MARYLAND,)
QUEEN ANNE'S COUNTY,) TO WIT:

The First Administration account of Charles E. Snyder, Administrator of Charles Q. Snyder, late of Queen Anne's County, State of Maryland, deceased.

This Accountant charges himself with the personal estate of his decedent, as follows, to wit:

1. With the appraised value of his decedent's personal estate, as per Inventory returned and filed in this Court on the 9th. day of December, 1924, appears, to wit: -		$2,434.09
2. And with the amount of accrued dividend for the year 1925 received from the New York Life Insurance Company on the life insurance policy of the said deceased in said Company, to wit: - - - - - - - - - - -		2.39
3. And with the amount of appraiser's fee received from William S. Covington and Herbert Z. Beaven, Executors of the last will and testament of Henry S. Covington, deceased, to wit:		3.00
4. And with the amount received from the E. S. Adkins Company, for salary due to the deceased at the time of his death, to wit:		85.00
5. And with the amount of the Sperate debts due to the said deceased, as set forth in the Inventory or List of Debts returned and filed in this Court on the 12th. day of October, 1926, appears, to wit :		477.11
6. And with the amount of interest received on the following mortgages, to wit:		
On the mortgage from Hattie May Teat and Walter M. Teat, her husband, the sum of,	$36.00	
On the mortgage from William Goldsborough, the sum of	1.64	
On the mortgage from Mary Berry and George Berry, her husband, the sum of	19.70	57.34
7. And with the amounts received from J. Fletcher Rolph, Agent, for one-half of the net income received from the crops grown on the decedent's farm, located near Burrisville in the Third Election District of Queen Anne's County, Maryland, (the said deceased having been seized of a one-half interest in said farm at the time of his death), to wit:		
For the period from January 3rd. 1923, to August 25th. 1924, the sum of, - - - - - - - - - - -	$ 136.06	
For the period from August 26th. 1924, to October 18th. 1926, the sum of, - - - - - - - - - - -	51.94	188.00
8. And with the amounts received as rent from the house of the deceased, located in the town of Centreville, Queen Anne's County, Maryland, to wit:		
Amount received from Adolph Doehler,	$150.00	
Amount received from William H. Jopp,	237.50	387.50
Total amount of decedent's personal estate with which this Accountant is chargeable, as hereinabove set forth, to wit:		$3,634.43

And this Accountant craves allowance for the following payments and disbursements, per receipted vouchers exhibited herewith, to wit:

1. For cash paid by this Accountant to David D. Taylor and Harry F. Callahan in payment of their fee as appraisers of the personal estate of the deceased, as per receipt for same appears, to wit: $ 6.00

2. For cash paid by this Accountant for state, county and town taxes on the real property of the deceased located in the town of Centreville, as per receipts for same appears, to wit:

To the Town Commissioners of Centreville, town taxes for the year 1924,	$ 71.25	
To F. Marion Hunter, Treasurer, state and county taxes for the year 1924,	132.22	
To the Town Commissioners of Centreville, town taxes for the year 1925,	73.17	
To F. Marion Hunter, Treasurer, state and county taxes for the year 1925,	130.10	
	$406.74	

Less a one-half part of said taxes due by James T. Bright, which will be distributed to this Accountant out of the surplus proceeds of sale of the said property under mortgage foreclosure proceedings in the case of "William T. Keating, Trustee, vs. Charles Q. Snyder, et al", being Cause No. 2649 on the Chancery Docket of the Circuit Court for Queen Anne's County, in Equity, to wit: - 203.37 — 203.37

3. For cash paid by this Accountant to The Centreville Observer Publishing Company for publishing the Notice to Creditors of the deceased to file their claims, as per receipt for same appears, to wit: - 5.00

4. For cash paid by this Accountant to F. Marion Hunter, Treasurer, for state and county taxes for the year 1924, on the real property of the deceased located near Burrisville, in Queen Anne's County aforesaid, as per receipt for same appears, to wit: - - - - - - 73.55

5. For cash paid by this Accountant for state, county and town taxes on the personal property of the deceased, as per receipts for same appears, to wit:

T. F. Marion Hunter, Treasurer, state and county taxes for the year 1924, - - - - - - - - - - - - - -	$8.90	
To The Town Commissioners of Centreville, town taxes for the year 1925, - - - - - - - - - - - -	6.31	15.21

6. For cash paid by this Accountant to The Eddins Furniture Company for the expenses of the burial of the deceased, including casket, embalming remains, opening grave and concrete vault, as per account with receipt thereon appears, to wit: 0 - 185.00

7. For cash paid by this Accountant to The Stevensville Bank of Maryland, assignee of the mortgage for the sum of $3,500.00 on the undivided one-half interest of the said deceased in said farm, for interest for the six months ending December 3rd. 1924, to wit: - 105.00

8. For cash paid by this Accountant to Sadie Snyder in payment of the allowance of Seventy Five Dollars ($75.00) to which she is entitled as the widow of the deceased, who left no infant child or children surviving him, pursuant to the provisions of Section 318 of Article 93 of Bagby's Annotated Code of the Public General Laws of Maryland (Edition of 1924), - - - - - - - - 75.00 to wit:

9. For an allowance to this Accountant to retain to pay to The Centreville National Bank of Maryland, as a dividend of .37145 per cent, on the sum of $748.68, the amount of its claim after deducting the amounts of certain mortgages held by it as collateral security, which said mortgages have either been paid or sold, by the said Bank and applied toward the payment of said claim, as follows:

Amount of claim as proven and allowed by this Court, -	$2,797.13	
Less the collateral mentioned above, 0 - - - - - -	2,387.40	
	$ 409.73	
Interest thereon from February 12th. 1924, to the date of the filing of this Account, - - - - - - - - -	338.95	
Amount of claim as above set forth, - - - - - - - -	$ 748.68	278.11

10. For an allowance to this Accountant to retain to pay to The Centreville National Bank of Maryland, as a dividend of .37145 per cent, on the sum of $522.60, the amount of its claim, as follows:

Amount of claim as proven and allowed by this Court,	$450.00	
Interest thereon from February 17th. 1924, to the date of the filing of this Account, - - - - - - - - - - - - -	72.60	
Amount of claim as above set forth, - - - - - - - - -	$522.60	194.13

11. For an allowance to this Accountant to retain to pay to the Centreville National Bank of Maryland, as a dividend of .37145 per cent, on the sum of $316.77, the amount of its claim after deducting the amount of a certain mortgage, and the interest thereon, held by it as collateral security, which said mortgage has been paid to the said Bank and applied toward the payment of said claim, as follows:

Amount of claim as proven and allowed by this Court, - $ 495.00
Less the collateral mentioned above, - - - - - 208.48
$ 286.52
Interest thereon from September 22nd. 1924, to the date of the filing of this Account, - - - - 30.25
Amount of claim as above set forth, - - - - - $ 316.77 — $ 117.66

12. For an allowance to this Accountant to retain to pay to T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors of Charles B. Downs, deceased, as a dividend of .37145 per cent, on the sum of $1,628.76, the amount of their claim after deducting 50% of the amount of a certain legacy assigned to the said Charles Q. Snyder and held by the said Executors as collateral security, which said legacy has been paid in part and applied by the said Executors toward the payment of said claim, as follows:

Amount of claim as proven and allowed by this Court, - - - - - - - - - - - - - - - - - - $1,500.00
Less the collateral mentioned above; - - - 237.50
$1,262.50
Interest thereon from July 20th. 1922, to the date of the filing of this Account, - - - - 366.26
$1,628.76 — 605.00

13. For An allowance to this Accountant to retain to pay to Charles E. Snyder, as a dividend of .37145 per cent, on the sum of $2,829.16, the amount of his claim, as follows:

Amount of claim as proven and allowed by this Court, - - - - - - - - - - - - - - - - - - $2,500.00
Interest thereon from August 15th. 1924, to the date of the filing of this Account, - - - - - 329.16
Amount of claim as above set forth, - - - - - $2,829.16 — 1,050.93

14. For an allowance to this Accountant to retain to pay to Charles E. Snyder, as a dividend of .37145 per cent, on the amount of his claim as per account proven and allowed by this Court, (said account being for the sum of $476,35), to wit: the sum of - 176.96

15. For cash paid by this Accountant to the United States Fidelity and Guaranty Company for the premiums on the bond of this Accountant as Administrator of said deceased, as per receipts for same appears, to wit:

First year premium, - - - - - - - - - - - - - - $ 30.00
Second year premium, - - - - - - - - - - - - - - 20.00
One month's premium, - - - - - - - - - - - - - - 1.67 — 51.67

16. For cash paid by this Accountant to Harper and Horney, Attorneys at Law, for their fee for legal services rendered in connection with this estate, as per receipt for same appears, to wit: - 100.00

17. For cash paid by this Accountant to William T. Bishop, Register of Wills, in full for his costs and fees chargeable against his estate up to and including the stating, filing and recording of this Administration account, as per account for same with receipt thereon appears, to wit: - 28.40

18. For his commissions as Administrator retained by this Accountant on the total amount of the personal estate of the deceased, that is to say, commissions at the rate of ten per cent (10%) on the sum of $3,634.43, to wit: - - - - - - - - - - $363.44
Less the State Tax of one per cent (1%) on the sum of $3,634.43, paid by this Accountant to the State of Maryland, to wit: - 36.34 — 36.34
Leaving this net amount of commissions retained by this Accountant, to wit: -327.10

Total amount of disbursements and allowances above set forth, to wit: - $3,634.43

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Accountant, Charles E. Snyder, Administrator of Charles Q. Snyder, late of Queen Anne's County, Maryland, deceased, hereby respectfully submits the aforegoing First Administration Account of the Estate of the said Charles Q. Snyder, deceased.

DR. CHAS. E. SNYDER
Administrator of Charles Q.
Snyder, deceased.

STATE OF MARYLAND,)
) TO WIT:
QUEEN ANNE'S COUNTY,)

I HEREBY CERTIFY that on this 26th. day of October, in the year nineteen hundred and twenty six, before me, the subscriber, the Register of Wills for Queen Anne's County, Maryland, personally appeared Charles E. Snyder, Administrator of Charles Q. Snyder, late of Queen Anne's County, Maryland, deceased, and made oath in due form of law that the matters and things stated in the aforegoing FIRST ADMINISTRATION ACCOUNT are true as therein set forth, that the said FIRST ADMINISTRATION ACCOUNT is just and true as stated, and that he has paid or secured to be paid the several allowances therein craved in said FIRST ADMINISTRATION ACCOUNT, to the best of his knowledge and belief.

W. T. BISHOP
Register of Wills.

ORDER OF COURT.

The within and aforegoing FIRST ADMINISTRATION ACCOUNT of the personal estate of Charles Q. Snyder, late of Queen Anne's County, Maryland, deceased, having been examined, IT IS ORDERED this 26th. day of October, in the year nineteen hundred and twenty six, by the Orphans' Court of Queen Anne's County, and by the authority of said Court, that the said FIRST ADMINISTRATION ACCOUNT be and the same is hereby approved, finally ratified and confirmed, and is hereby ordered to be received, filed and recorded.

W. HOPPER GIBSON

JOHN R. BENTON

CHAS. E. CANNON.

Judges of the Orphans' Court of Queen Anne's County, Maryland.

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 the First Administration Account of Charles E. Snyder, Administrator of Charles Q. Snyder, late of Queen Anne's County, Maryland, deceased, as filed and passed in this office on October 26th. 1926, and recorded in Liber No. Folio in the Orphans' Court for Queen Anne's County, Maryland.

Seal's Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 30th. day of October, 1926.

W. T. Bishop
Register of Wills for Queen Anne's County, Maryland.

CREDITORS' EXHIBIT NO. 2.
Filed Oct. 30th. 1926.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

GO ALL TO WHOM THESE PRESENT SHALL COME OR MAY CONCERN:

KNOW YE, That on the eighteenth day of July, A. D. 1922, before the Orphans' Court of Queen Annes 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 day of 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 appointed having first entered into bond with approved security for the due performance thereof according to law.

Seal's Place.

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 30th. day of October, A. D., 1926.

W. T. Bishop
Register of Wills.

CREDITORS' EXHIBIT NO. 3.
Filed Oct. 30th. 1926.

$1500.00 Post Office, Centreville, January 20th. 1922. Amt. $

Six months after date for value received, we jointly and severally promise to pay to Charles B. Downs, or order Fifteen Hundred Dollars,
at THE QUEEN ANNE'S NATIONAL BANK OF CENTREVILLE,

with all costs and commissions for collecting same, and I, we or either of us, whether makers, securities or endorsers, hereby confess judgment to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

JAMES T. BRIGHT
MAMIE S. BRIGHT
CHAS. Q. SNYDER.

No. 9873. 9 Stamp.

Due July 20/22.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On this Fifth day of April, 1924, before the subscriber, Register of Wills for Queen Anne's County, personally appeared Thomas J. Keating, and J. Frank Harper, two of the Executors of Charles B. Downs, deceased, and made oath in due form of law, that no part of the money intended to be secured by the annexed Instrument of Writing hath been received by them, or any security or satisfaction given for the same, except what, if any, is credited thereon.

William T. Bishop, Register of Wills.

Queen Anne's County, to wit:

April 8th. 1924.

The annexed note will pass when paid.

Test: William T. Bishop, Register of Wills.

ORDER OF COURT. NOTICE TO CREDITORS.

WILLIAM T. KEATING, Trustee, vs. CHARLES Q. SNYDER, ET AL., Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2649.

ORDERED, this 1st. day of November, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of Charles Q. Snyder, late of Queen Anne's County, State of Maryland, deceased, and all persons who may be entitled to participate in the distribution of a one-half part of the surplus proceeds of the sale remaining after satisfying the mortgage under which the interest of the said Charles Q. Snyder, deceased, in the real estate mentioned in the above cause, was sold, be and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 8th. day of January, next; provided a copy of this order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 27th. day of November, nineteen hundred and twenty six.

Filed Nov. 3rd. 1926. Lewin W. Wickes.

ANSWER OF SADIE SNYDER, CHARLES E. SNYDER AND MAMIE S. BRIGHT TO THE PETITION IN THE NATURE OF A CREDITORS' BILL.

Filed Nov. 13th. 1926.

WILLIAM T. KEATING, Trustee, vs. CHARLES Q. SNYDER, ET AL., Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2649.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Sadie Snyder, Charles E. Snyder and Mamie S. Bright, the Defendants

in the above entitled cause to the Petition in the nature of a Creditors' Bill filed against them in said cause by 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, who sue for themselves as well as all other creditors of Charles Q. Snyder, late of Queen Anne's County aforesaid, deceased, who will come in and contribute to the expenses of said suit, unto your Honors, respectfully shows:

That these defendants, jointly and severally, admit the several matters and things stated in the said Petition in the nature of a Creditors' Bill filed in said cause as aforesaid to be true as therein set forth, and do hereby jointly and severally consent to the passage of a decree by this Honorable Court for the payment of the claim of the said T. Cecil Downs, Thomas J. Keating and J. Frank Harper, Executors as aforesaid, as well as the claims of all other creditors of the said Charles Q. Snyder, deceased, which remain unsatisfied by the application of the personal estate of the said Charles Q. Snyder, deceased, as set forth in said Petition, without the necessity for the taking of any testimony in support of the allegations of the said Petition, and these defendants do hereby jointly and severally agree that this Honorable Court may refer the Petition and proceedings to the Auditor to state and report, for the action of this Court, an audit distributing the surplus proceeds heretofore distributed by an audit in this cause to the said Charles Q. Snyder to those entitled to receive it, and with authority to take testimony to establish the allegations in the Petition and to determine the rights of all parties claiming, or interested in said surplus, in the same manner as if this Answer had not been filed.

And as in duty bound, etc,

Sadie Snyder

Charles E. Snyder

Mamie S. Bright

Filed Nov. 13th. 1926.

Defendants to the Petition in the nature of a Creditors' Bill.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT.
Filed Dec. 1st. 1926.

NISI RATIFICATION OF AUDIT.

WM. T. KEATING, TRUSTEE,
vs.
CHARLES Q. SNYDER AND SADIE SNYDER, HIS WIFE, AND JAMES T. BRIGHT, AND MAMIE S. BRIGHT, HIS WIFE, MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2649.

Ordered, This 23d day of October, in the year nineteen hundred and twenty-six, 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 November, 1926; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of November, 1926, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy-Test:
B. HACKETT TURNER, Clerk.
Filed October 23d. 1926.

THE CENTREVILLE OBSERVER.

Centreville, Md., December 1, 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Wm. T. Keating, Trustee, Mortgagee, vs. Charles Q. Snyder, 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 two successive weeks before the 18th. day of Nov. in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

by Margaret E. Durney.

FINAL ORDER OF COURT RATIFYING AUDIT.

William T. Keating, Trustee, vs. Charles Q. Snyder, et al., Mortgagors.	In the Circuit Court for Queen Anne's County in equity. Cause No. 2649.

ORDERED, this 11th. day of December, in the year nineteen hundred and twenty six, 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 of ratification nisi passed thereon in this case, and the said Trustee, William T. Keating, is hereby directed to apply the proceeds of sale, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee. And the said William T. Keating, Trustee, is hereby directed to hold the sum of $2,737.26 distributed to Charles Q. Snyder subject to the further order of this Court.

Filed Dec. 11th. 1926. Lewin W. Wickes.

DECREE (CREDITORS' BILL).

WILLIAM T. KEATING, Trustee, vs. CHARLES Q. SNYDER, ET AL., Mortgagors.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2649.

DECREE.

This cause standing ready for hearing on the Petition in the nature of a Creditors' Bill filed therein and being submitted without argument, after answer by the defendants, who are all sui juris, admitting the facts set forth in said Petition and consenting to the passage of a Decree, all the proceeding_ were read and considered.

It is thereupon, this 11th. day of December, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that the sum of Twenty Seven Hundred Thirty Seven Dollars and Twenty Six Cents ($2,737.26), being the surplus proceeds of sale heretofore distributed by an audit in this cause to Charles Q. Snyder, and held by the Trustee in this cause subject to the further order of this Court, as appears by the Report and Account of the Auditor filed in this cause on the 22nd. day of October, 1926, and the order ratifying the same passed on the 11th. day of December, 1926, with a dur proportion of interest, be applied, so far as may be necessary therefor, to the payment of the debts of the said Charles Q. Snyder, deceased, due and owing at the time of his death, and unsatisfied by his personal estate; and that the proceedings in this cause be and the same are hereby referred to the Auditor of this Court to state and report, for the action of this Court, after the 8th. day of January, 1927, an audit distributing the said surplus proceeds of sale heretofore distributed as aforesaid to Charles Q. Snyder to those entitled to receive it, and with authority to take testimony to establish the allegations in with said Petition and to determine the rights of all parties claiming, or interested, in said surplus.

Filed Dec. 11th. 1926. LEWIN W. WICKES.

CERTIFICATE OF PUBLICATION
OF NOTICE TO CREDITORS.
Filed Jany. 12th. 1927.

NOTICE TO CREDITORS.

WILLIAM T. KEATING, TRUSTEE,
vs.
CHARLES Q. SNYDER, ET AL., MORTGAGORS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CAUSE NO. 2649.

Ordered, this 1st. day of November, in the year nineteen hundred and twenty six, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of Charles Q. Snyder, late of Queen Anne's County, State of Maryland, deceased, and all persons who may be entitled to participate in the distribution of a one-half part of the surplus proceeds of the sale remaining after satisfying the mortgage under which the interest of the said Charles Q. Snyder, deceased, in the real estate mentioned in the above cause, was sold, be and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 8th. day of January next; provided a copy of this order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 27th. day of November, nineteen hundred and twenty-six.

LEWIN W. WICKES.
Filed Nov. 3rd. 1926.
True Copy--Test:
B. HACKETT TURNER, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md., January 12, 1927.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Notices to Creditors in the case of William T. Keating, trustee, vs. Charles Q. Snyder, et al., 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 three successive weeks, the first publication thereof having been on November 6, 1926, more than three weeks before the 27th. day of November, in the year 1926.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Jany. 12th. 1927. by Margaret E. Durney.

AUDIT NO. 2.
Filed March 4th. 1927.

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

William T. Keating, trustee,
vs.
Charles Q, Snyder, et al.

To the Honorable, the Judges of said Court:

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

That the proceedings of the above cause were referred unto him by the decree of this court passed upon the creditors' petition filed to affect the estate of Charles Q. Snyder in the proceeds of sales of this cause with instructions to distribute his share among the creditors to whom he was indebted filing claims under the notice to creditors.

That while the auditor was directed to take testimony to support the allegations of the petition, he found that the answer of the defendants admitted the allegations and that it was necessary only to take testimony to prove the claim of the petitioning creditors and the amount due thereon, for a copy of the claim was filed with the petition and not the original note and your auditor had information that the claim had been reduced since the filing of the petition,. So the auditor took testimony with regard to these matters, there being one witness, and the testimony of this witness so taken is filed with the report and account as part hereof. This testimony establishes the amount due under this claim and the original claim was filed with the auditor and is also returned herewith.

That it appears from the proceedings and from the Claim Docket in the office of the clerk of this Court that six claims have been filed for distribution, one being the claim filed with the auditor as aforesaid. Each claim has attached a statement of the amount due thereby, and to this the auditor added interest to the second day of March, 1927, adopting this date as the date to which to bring interest on each claim. The amount for distribution is not sufficient to pay the claims of these creditors in full, and to each is awarded a pro rata part of his claim, each creditor receiving at rate of .72878 cents on the dollar.

That in the within account, William T. Keating, the party making the sale reported in this cause, is charged with the sum of money awarded unto Charles Q. Snyder (mentioned in said petition) by the audit filed in this cause Oct. 22n, 1926, and he then allowed the costs incident to the proceeding under said petition, including costs of advertising court's notice to creditors, court costs, costs of advertising order nisi to be passed as to this account and the fee of the auditor, and the balance remaining is then distributed pro rata as above set forth unto the creditors filing claims.

Claim No. 3 is based on a note of which a copy is filed and it appears from the claim that the original note is in judgment.
Claim No. 6 of Charles E. Snyder appears to be based on two accounts against Charles Q. Snyder not assigned to the former, but as he is the administrator of the latter, he probably paid them as administrator and is entitled to re-embursement. It would appear that this claim should have an affidavit attached similiar to the one required of administrators presenting their ownclaims against the estates of the decedent.

Respectfully submitted,

March 3, 1927. Madison Brown. Auditor.

The proceeds of the sale of the mortgaged real estate of Charles Q. Snyder et al., mortgagors, in account with William T. Keating, trustee, substituted mortgagee, vendor of the mortgaged real estate.

Cr:

1926.
May 11. By amount distributed to Charles Q. Snyder by the audit filed in this cause Oct. 22n, 1926, and by decree of court passed Dec. 11, 1926, directed to be applied to payment of his debts, to wit: $2,737.25

Dr:

Mar. 2:	To William T. Keating, vendor, for the payment by him of the following items:		
	For the payment To the Centreville Observer Publishing Co., for costs of advertising court's notice to creditors of Chas. Q. Snyder, per account for same, ...	$20.63	
	For the payment To Harper & Horney, for their appearance fee under creditors' petition filed October 30, 1926, per bill of costs,- - - - -	10.00	
	For the payment To B.H. Turner, clerk, for his costs under said petition, per bill of costs:	12.50	
	For the payment of the order nisi to be passed in relation to this account and report: - - - - - - - - - -	3.00	
	To Madison Brown, auditor, for stating this account, the sum of - - - - - - - - - - - - - - -	13.50	
	To balance for distribution among creditors carried forward, to wit: - - - - - - - - - -	$2,677.62	
		$2,737.25	$2,737.25

Cr:

By balance brought forward for distribution among creditors: $2,677.62

Dr:	Amount Claims:	Amount Distrib'd:
1. To T. Cecil Downs, T.J. Keating and J. F. Harper, executors of C. B. Downs, in part of their claim for filed as exhibit with creditors' petition, the sum of -	$536.81	$391.26
2. To The Centreville National Bank of Md. in part of its claim for the sum of- -	479.98	349.60
3. To the Centreville National Bank of Md. in part of its claim for the sum of -	335.04	244.11
4. To Charles E. Snyder, assignee of same bank, in part of his claim for - the sum of -	203.09	148.04
5. To Charles E. Snyder, assignee of The The Queen Anne's National Bank of Md. in part of his claim for the sum of -	1813.79	1322.02
6. To Charles E. Snyder, for claims of The Maryland General Hospital, 447.35 Emergency Hospital, 29.00 paid by him amounting to $476.35		
less credit, 176.96		
$299.39		
plus interest, 5.99		
so that his claim amounts to 305.38 305.38 is distributed the sum of - - - - - - - - - - - - -		222.59

Total amount claims, - - - - - - - - - - - - - - $3674.09

Total amount distributed as dividends - - - - - - - - - - $2677.62

Total balance brought forward for distribution, - - - - - - - - - - - - - - - - - $2,677.62

Madison Brown

March 2, 1927. Auditor.

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

William T. Keating, trustee,
vs. Cause No. 2649.
Charles Q. Snyder et al.

To the Honorable, the Judges of said court:

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

That by the decree of This Court passed in the above cause on eleventh day of December, 1926, in the matter of the Petition in the nature of the creditor's petition or bill filed in this cause the proceedings of the cause and of said petition were referred unto your auditor with authority to take testimony to establish the allegations of the petition. Your auditor has considered the proceedings and finds that the allegations of the petition were admitted by the answer of the defendants thereto who all appear to be adults, and he finds that it is necessary only to take testimony because of the admissions of the answer in regard to the establishment of the note mentioned in the said petition as "Exhibit No. 3" and in regard to the claims entitled to participate in the surplus mentioned in said petition as applicable to the payment of the claims of creditors.

On the third day of March, 1927, at request of the petitioners the auditor, at his office, proceeded to take the following testimony.

William Raymond Horney, a witness of lawful age produced on the part of the petitioners, was duly sworn, and thereafter testified in answer to the questions of the auditor as follows:
Inter. 1:
Please state your name, place of residence and occupation:
Answer.
My name is William Raymond Horney. I am an attorney at law and reside in Centreville, Maryland,
Inter. 2:
What relation, if any, do you occupy in relation to the creditors filing the creditors' petition.
Answer.
I am a member of the firm of Harper and Horney who filed the petition and conducted proceedings thereunder for the petitioners.
Inter. 3:
Filed with the petition is an exhibit marked "No. 3" which appears to be a copy of note. What if anything do you know in regard to this note?
Answer.
At the time of the filing the petition I had in hand for collection the original note represented by the copy you mention. I have this original note in hand at this moment and I now file with the auditor the same as evidence in this case.
Note: the witness here files with the auditor the note mentioned by the witness and the auditor marks same "Auditor's Exhibit No. # 1".
Inter. No. 4:
What knowledge, if any, have you of the signatures of the makers of this note:
Ans: I am not familiar with the signature of James T. Bright, whose name appears on the note. I know the handwriting of Mamie S. Bright whose name appears on the note and know her and her signature is her true signature and handwriting. I knew Charles Q. Snyder mentioned in the petition and whose name appears on the note. I once worked in a bank in Centreville where Charles Q. Snyder lived and I became acquainted with his handwriting from seeing on check and notes his signatures. The name, Charles Q. Snyder appearing on the note is the true and genuine signature of the said Charles Q. Snyder mentioned in the proceedings of the cause and in the proceedings had under the creditors' petition.
Inter. No. 5:
What knowledge, if any, have you with regard to the amount now due and owing by Charles Q. Snyder on and by said note and how did you acquire said knowledge?
Answer.
From the answer filed by the heirs at law of Charles Q. Snyder to the petition filed in this cause (which answer I prepared and sent these heirs so that they might sign the same), they admit that there was due at time of filing the answer by the said Charles Q. Snyder the full amount of the note. Since then the note has received two credits, I mean between the date of the death of Charles Q. Snyder and the filing of the answer, two credits have been placed on said note, one of $237.50 and the other of $605.00. Since the filing of the petition another credit has been placed on the note, one of $500.00. These credits have passed through my hands for I have had the note for collection. I have made a statement of the amount due by this note giving these credits and attached it to the note in order that the auditor may have a statement of the amount due by the note. The amount due by this statement on this note as of March 2, 1927, is the sum of $536.81, including interest and allowing all credits. I will call the auditor's attention to the fact that this note has been duly proven for allowance out of the personal estate of Charles Q. Snyder as will appear by reference to the affidavit attached to the note and the certificate also attached thereto of the Register of Wills.
The auditor here puts to the witness the special question asked by the examiners of this court in taking testimony before them to the witness and he answers as follows:
No, I do not.

William Raymond Horney

No more witnesses have been produced and the auditor does not deem further testimony necessary.
He therefore returns this testimony and one Exhibit mentioned in the testimony, to wit:
Exhibit No. 1 filed with the auditor.

Brot. forward from Folio 394.

9. And an amount paid B. Hackett Turner, Clerk, for Court costs in said cause No. 2555,	$133.85	
NET PROCEEDS OF SALE AS RESPECTS SALE OF FARM KNOWN AS CHESTER	3652.02	
	11500.00	11,500.00

Howard E. Price, Thomas J. Keating and J. Frank Harper, Trustees, are charged with the gross proceeds of sale of the farm known as Denbeigh, as per Trustees' Second Report of Sale filed in this cause $10,947.27

Voucher No.	And are credited with:		
10.	An amount due the Trustees for commissions on said sale at 6% as provided by the deed of trust,	$ 656.84	
11.	And an amount paid William R. Horney, Trustee, in chancery cause No. 2600 (being the amount of the first mortgage on said farm (as directed by the deed of trust),	6203.00	
12.	And an amount paid The Centreville Observer Publishing Company for advertising said sale,	46.15	
13.	And an amount paid the Centreville Record Publishing Company for advertising said sale,	46.11	
14.	And an amount paid T. Frank Seward, Auctioneer, for crying said sale,	20.00	
15.	And an amount paid Lida Hopkins for Notary Public fees in taking acknowledgements in cause No. 2600,	2.00	
16.	And an amount paid B. Hackett Turner, Clerk, for recording releases in cause No. 2600,	8.40	
17.	And an amount paid Centreville Observer Publishing Company for publishing order nisi on sale,	5.00	
18.	And an amount paid U. S. F. & G. Company for premium on bond in said cause No. 2600,	19.50	
19.	And an amount paid Madison Brown and William R. Horney, Attorneys, as a fee in conducting cause No. 2600 as per order of this Court passed in the present cause on September 7th. 1925,	200.00	
20.	And an amount paid the Register of Wills of Baltimore City for certified copy of the will of Helen Bryan King to be filed in cause No. 2600,	2.00	
21.	And an amount paid B. Hackett Turner, Clerk, for Court costs in No. 2600,	48.50	
	NET PROCEEDS OF SALE AS RESPECTS SALE OF FARM KNOWN AS DENBEIGH,	3689.77	
		10947.27	$10947.27

Howard E. Price, Thomas J. Keating, and J. Frank Harper, Trustees, are charged with the gross proceeds of sale of the farm known as the Annie E. Bryan farm, situate on Wye Island, as per Trustees' Third Report of Sale filed in this cause: $18,500.00

Voucher No.	And are credited with:		
22.	And an amount paid W. Hermon Hopkins, Broker, as commission for procuring sale of the property at the rate of 5%,		$925.00
23.	And an amount due Trustees for commissions on said sale at the rate of 6% (said commissions being allowed on the net proceeds of said sale after the deduction of the Brokerage fee)		1054.50
24.	And an amount paid Howard E. Price, Trustee, for liquidation of the principal of the first mortgage on said farm, as directed by the deed of trust,	$5700.00	
	Interest thereon	176.70	
			5876.70
25.	And an amount paid Kastenhuber and Anderson, Surveyors, for surveying said farm and giving certificate thereof,		35.00

26. And an amount paid B. Hackett Turner, Clerk, for recording quit claim deed of said property from John R. Whaley, and recording release of mortgage and for costs in this cause to date of November 9th. 1927,	20.50	
27. And an amount paid Centreville Record Publishing Company for publishing order nisi,	5.00	
NET PROCEEDS OF SALE AS RESPECTS SALE OF FARM KNOWN AS ANNIE E. BRYAN FARM,	10583.30	
	18500.00	18,500.00

Total of the net proceeds of the three several farms with regard to the expenses attributable to the sale of each of them (a total of net proceeds on pages 1, 2 and 3) $17,925.10

As against which the Trustees are credited with the following expenditures for expenses which were not incident to any particular sale but should be borne by the general proceeds of sale of the three farms:

Voucher No.		
28	An amount paid Howard E. Price, mortgagee, for principal and interest due under the second mortgage held by him on all three of the farms (three checks)	9627.10
29.	And an amount paid Frank S. Dudley, mortgagee, for third mortgage on all three farms, (two checks),	2000.00
30.	An amount paid U. S. F. & G. Company for premium on an additional bond of Trustees, for the first year,	21.33
31.	And an amount paid U. S. F. & G. Company for pro rata premium on same bond for part of second year,	10.67
32.	And an amount due Thomas J. Keating, Junior, Special Auditor for stating this audit,	31.50
33.	And an amount due The Centreville Observer Publishing Company for publishing nisi ratification of this audit,	3.00
NET PROCEEDS OF SALE OF THE THREE FARMS REMAINING IN THE HANDS OF HOWARD E. PRICE, THOMAS J. KEATING AND J. FRANK HARPER, TRUSTEES, TO BE DISTRIBUTED BY THEM IN ACCORDANCE WITH THE TERMS OF THE DEED OF TRUST,	6231.50	
Filed January 20th. 1928.	$17925.10	$17925.10

NISI RATIFICATION OF AUDIT.

In the Matter of the Trust Estate of Annie E. Bryan.

(IN THE CIRCUIT COURT
) FOR QUEEN ANNE'S COUNTY
(IN EQUITY.
) CASE NO. 2476.

ORDERED, This 20th. day of January, in the year nineteen hundred and 28, that the Report and Account filed in these proceedings by Thomas J. Keating, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of February, 1928, in some newspaper printed and published in Queen Anne's County.

Filed January 20th. 1928. B. HACKETT TURNER, CLERK.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed Feb. 16th. 1928.

NISI RATIFICATION OF AUDIT.

IN THE MATTER OF THE TRUST ESTATE OF ANNIE E. BRYAN,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY. CASE NO. 2476.

Ordered, This 20th. day of January, in the year nineteen hundred and twenty-eight, that the Report and Account filed in these proceedings by Thomas J. Keating, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of February, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of February, 1928, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy--Test:
B. HACKETT TURNER, Clerk.
Filed January 20th. 1928.

THE CENTREVILLE OBSERVER.

CENTREVILLE, MD., February 16, 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Rat. of Audit in the case of the trust estate of Annie E. Bryan, Case No. 2476, 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 7th. day of February, in the year 1928.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed Feb. 16th. 1928/

By Bertha G. Durney.

FINAL ORDER RATIFYING AUDIT.
Filed Feby. 25th. 1928.

IN THE MATTER OF THE TRUST ESTATE OF ANNIE E. BRYAN.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. Cause No. 2476.

ORDERED, this twenty-fourth day of February, in the year nineteen hundred and twenty eight, 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 Special Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause, and the Trustees, Howard E. Price, Thomas J. Keating and J. Frank Harper, are hereby directed to apply the proceeds of the sales in accordance with and in the manner set forth in said Audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustees.

Filed February 25th. 1928. W. H. Adkins.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the third day of January, in the year Nineteen hundred and thirty, the following Order to Docket Suit was filed for record, to wit:-

James E.Higman, Mortgagee Vs. Fletcher F.Emery and Harriette L.Emery, his wife Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity Cause No.

To Mr. B.Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, in Equity:

Mr. Clerk:

Please docket the above entitled case on your Chancery Docket, and make out and file in this Case a certified copy of the mortgage from Fletcher F.Emery and Harriette L.Emery,his wife, to James E.Higman bearing date the 14th. day of November, in the year 1924, and recorded among the land record books for Queen Anne's County,Maryland, in Liber B.H.T. No. 2, folios 560 etc. and enter the appearance of J.H.C.Legg, as Solicitor for the said James E.Higman,mortgagee.

J.H.C.Legg,

Attorney for James E.Higman,
Mortgagee.

Certified Copy of
Mortgage filed Jan.3rd. 1930.

#11,004. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the tenth day of December, in the year nineteen hundred and twenty four, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourteenth day of November, in the year nineteen hundred and twenty four, by Fletcher F.Emery and Harriette L.Emery,his wife, of the City of Philadelphia, in the State of Pennsylvania, WITNESSETH:

WHEREAS, the said Fletcher F.Emery is justly and bona fide indebted unto James E.Higman, of Kent County, in the State of Maryland, in the full and just sum of three thousand dollars, being for the balance of the purchase money due and owing on the hereinafter described real estate, which said principal sum shall be due and payable within five years from the date of this mortgage, at the option of the mortgagor, the interest thereon in the meantime to be paid each six months at the rate of 5 and 1/2% per annum, said interest not to begin to run however until the first day of January, 1925, and then to be paid each six months on the first day of January, and July in each and every year during the continuance of this loan.

NOW THEREFORE, in consideration of the premises and of the sum of five dollars, the receipt whereof Is hereby acknowledged, the said Fletcher F.Emery and Harriette L.Emery his wife, do hereby grant and convey unto the said James E.Higman, the following described real estate, described as follows, to wit:- All that real estate situate, lying and being partly in the first and partly in the seventh elections districts of Queen Anne's County, State of Maryland, on the two public roads leading from Sudlersville to Millington, and known as Elbin's Mill, or Elbon's Mill, and being the same property as that described in the deed from James E.Higman and wife, to the said Fletcher F.Emery, bearing even date with these presents (November 14th. 1924) and recorded in Liber B.H.T.No.2, folios immediately preceeding these presents to which deed especial reference is hereby made for an accurate description of the property intended to be conveyed in this mortgage, as the property described in the aforesaid deed is the property sold by James E.Higman and wife to the said Fletcher F.Emery and upon which there is due the sum of three thousand dollars of the purchase money which this mortgage is intended to secure the payment of, and for which it is executed.

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 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 Fletcher F.Emeru, his heirs, executors, administrators, or assigns shall well and truly pay to the said James E.Higman, his successors, executors, administrators or assigns the aforesaid sum of three thousand dollars within the period of five years from Nov. 14th. 1924 at the option of the mortgagor together with the interest thereon from January 1st. 1925 each six months on the 1st. day of January and July during the existence of this loan at the rate of 5 and 1/2% per annum 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 Fletcher F.Emery, his heirs and assigns shall possess said property.

AND the said Fletcher F.Emery for himself and for 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 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 James E.Higman, his successors executors, administrators or assigns 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 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 Fletcher F.Emery 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 E.Higman, his executors, administrators, successors or assigns 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 Fletcher F.Emery for himself and his heirs, executors, administrators and assigns, hereby covenant to pay.

Fletcher F.Emery. (SEAL)
Harriette L.Emery. (SEAL)

Test: Raymond Lofland.

State of Pennsylvania, City of Philadelphia,
County of Philadelphia, to wit:-

I hereby certify that on this ninth day of December, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, and County of Philadelphia, aforesaid duly and legally commissioned and qualified, personally appeared Fletcher F.Emery and Harriette L.Emery, his wife, and did each acknowledge the aforegoing and within mortgage to be their respective act.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

Raymond Lofland.
Notary Public.

Notary
Public
Seal.

Notary Public
Commission expires Jan.21,1927
7121 Woodland Ave.,

State of Maryland, Kent County, to wit:-

I hereby certify that on this 10th.day of November, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, legally and duly commissioned and qualified, personally appeared James E.Higman the within named mortgagee and made oath in due form of law that the consideration set out in the aforegoing mortgage is just and true and bona fide as therein stated.

In testimony whereof I have hereunto set my hand and affixed my Notarial seal the day and year first written.

Bertha G.Durney.
Notary Public.

Notary
Public
Seal.

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

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No.2, folios 560 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 3rd. day of January, in the year 1930.

B.Hackett Turner, Clerk.

Seal's
Place.

Certified copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of January, in the year 1930, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: that we James E.Higman of Kent County, in the State of Maryland, and New Amsterdam Casualty Company, a body corporate of the State of Maryland, are are held and firmly bound unto the State of Maryland, in the full and just sum of six 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 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 20th.day of January, in the year nineteen hundred and thirty.

WHEREAS, the above bounden James E.Higman by virtue of the power of sale contained in a mortgage from Fletcher F.Emery and Harriette L.Emery,his wife, bearing date the 14th. day of November, in the year 1924, and recorded among the land record books for Queen Anne's County, Maryland, in Liber B.H.T. No.2, folios 560 etc. the said James E.Higman as the mortgagee named in said mortgage, is about to sell the land and premises described in said mortgage, default having been made in the nom payment of the interest, the taxes and the principal sum of money as specified in the said mortgage and in the covenants and conditions therein contained.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden James E. Higman, as the mortgagee, as aforesaid, do and shall well and 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 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
J.W.Higman,
J.H.C.Legg.

James E.Higman. (SEAL)

"Seal's "
"Place. "

New Amsterdam Casualty Company by
McKenney & Price.
Its attorneys in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed January 23rd. 1930.
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 B.H.T.No.1, folio 57 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 23rd. day of January,, in the year 1930.

Seal's
Place.

B.Hackett Turner, Clerk.

Report of Sale filed Jan 29th. 1930.

James E.Higman, Mortgagee Vs. Fletcher F.Emery and Harriette L.Emory,his wife, Mortgagors.	In the Circuit Court for Queen Anne's County, in Equity, Cause No.

To the Honorable, the Judges of said Court:
The Report of James E.Higman, mortgagee, named in the mortgage from Fletcher F. Emory and Harriette L.Emory, his wife, to the said James E.Higman, dated the 14th. day of November, in the year 1924, and recorded in Liber B.H.T.No.2, folios 560 etc, one of the

Land record books for said Queen Anne's County, Maryland, default having occurred in the terms and conditions of the said mortgage by the non-payment of the principal sum, the interest and the taxes; that after giving Bond with security approved by the Clerk of the Circuit Court in Equity, for Queen Anne's County, Maryland, and filed with the said Clerk of the Court previous to the day of sale for the faithful discharge of the trust reposed in him, and after giving more than twenty days previous notice of the time,place, manner and terms of sale by advertisement inserted in the Centreville Observer, a newspaper printed and published in said Queen Anne's County, Maryland, a certified copy of which advertisement is herewith filed with this report of sale, and is asked to be taken as a part of the said Report of Sale, he did attend in person and with his attorney, in front of the Court House door in the town of Centreville, in Queen Anne's County, State of Maryland, on Tuesday January the 28th. 1930, between the hours of 2. o'clock P.M. and 2-30 o'clock P.M. to wit: at the hour of 2015 o'clock P.M. and did then and there proceed to sell at public auction,the property mentioned and described in the aforesaid mortgage, and in the annexed advertisement, and described as follows, to wit: All that real estate situate, lying and being, partly in the first and partly in the seventh in the seventh election districts of Queen Anne's County, State of Maryland, on the two public roads leading from Sudlersville to Millington, and known as "Elbin's Mill," or "Elbon's Mill" and is the same land as described in the aforesaid mortgage, and in the deed from James E.Higman and wife to the said Fletcher F.Emory, dated November 14th. 1924, and recorded among the land record books for Queen Anne's County Maryland, in Liber B.H.T.No.2, folios 473 etc. and therein described as follows,to wit:- All that certain real estate, property and messuage of which John Elbon died seized and possessed, consisting of all that Mill seal, and meesuage with all the ways,waters, water courses, rights, privileges and easements thereto belonging or appertaining, and containing 132 and 1/2 acres of land,more or less. Improved by a dwelling House and other outbuildings and a Mill House.
And the auctioneer cried the sale for some time and the same was struck off to James E.Higman, at and for the sum of $3641.00 he being then and there the highest bidder therefor at and for the sum of thirty six hundred and forty one dollars.
Your mortgagee further announced that possession of the property in full would be given on the final ratification of the sale by this Honorable Court.
Your mprtgagee further reports that the purchaser will comply with the terms of sale in full on the ratification of the same by this Honorable Court.

All of which is respectfully submitted by

James E.Higman.
Mortgagee.

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

I hereby certify that on this 28th. day of January, in the year nineteen hundred and thirty, before me, the subscriber, B.Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared James E.Higman, mortgagee as above set forth, in this Report of Sale, and made oath in due form of law, that the matters and things, stated in and set out in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly and bona fide made.

B.Hackett Turner, Clerk.

Filed Jan. 29th. 1930.

Order Nisi filed Jan.29th. 1930.

NISI

James E.Higman, Mortgagee Vs. Fletcher F.Emory and Harriette L.Emory his wife	In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2800.

ORDERED this 29th, day of January, A.D. 1930 that the sale of the real estate made and reported in this cause by James E.Higman, mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first 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 first day of March next.
The report states the amount of sales to be $3641.00

B.Hackett Turner, Clerk.

Certificate of publication of Advertisement of sale filed Jan.29th.1930.

Mortgagee's Sale of Real Estate.
Under and by virtue of the power of sale contained in the mortgage from Fletcher L.Emory to James E.Higman, dated the 14th. day of November, in the year 1924, and recorded among the land record books for Queen Anne's County,Maryland, in Liber B.H.T.No.2, folios 560 etc. the said mortgage being in default, the said James E.Higman, as mortgagee, wull offer at public sale to the highest bidder, in

front of the Court House door, in the town of Centreville, Queen Anne's County, on Tuesday January 28, 1930 between the hours of 2 P.M. and 2.30 P.M. all that real estate situate, lying and being partly in the first and partly in the seventh election districts of the said Queen Anne's County, State of Maryland, on the two public roads leading from Sudlersville to Millington and known as Elbin's Mill or "Elbon's Mill" and is the same land as described in the aforesaid mortgage, and in the deed from James E.Higman and wife, to the said Fletcher F.Emory, dated November 14th. 1924, and recorded among the land record books for Queen Anne's County, Maryland in Liber B.H.T. No.2, folios 473 tec. and therein described as follows to wit:- All that certain real estate, property and messuage of which John Elbon died seized and possessed, consisting of all that Mill Seat and messuage, with all the ways, waters, water courses, rights, privileges and easements thereto belonging or appertaining, and containing 132½ acres of land, more or less. Improved by a dwelling house, other outbuildings and a mill house.
Terms of Sale: One half on the purchase money in cash on the day of sale and the balance in six months from the day of sale, on interest bearing note payable in Bank, with sureties to be approved by the undersigned, or all cash at the time of the sale at the option of the purchaser or purchasers. All title papers at the costs of the purchaser. Further and more detailed particulars made known on day of sale.

James E.Higman, Mortgagee
J.H.C.Legg.
Attorney for Mortgagee.

J.Elmer Anthony
Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md. January 29, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the mortgagee's sale in the case of James E.Higman vs. Fletcher F.Emory and wife, 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 (being more than twenty days) before the 28th. day of Jan. in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING Co.
By Margaret E.Durney.

Statement of Mortgage Debt.
Filed Apr. 2nd. 1930.

James E. Higman,
Mortgagee,

vs.

Fletcher F. Emory and
Harriette L. Emory, his wife,
Mortgagors.

In The Circuit Court
For
Queen Anne's County, In Equity.
Cause No. 2800.

STATEMENT OF THE MORTGAGE DEBT.

For the amount of the Mortgage Debt under the Mortgage from Fletcher F. Emory and Wife to James E. Higman, dated November 14th. 1924, $3000.00
Interest from July 1st. 1929 to January 28th. 1930, being 6 months and 28 days at 5 and 1/2% 98.50

$3098.50
5% Attorneys Commissions 154.92

$3253.42

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 thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly and legally commissioned and quailfied, personally appeared James E. Higman, the within named Mortgagee and made oath in due form of law, that the statement of the Mortgage indebtedness interest and Attroneys commissions is just and true as above set forth and stated to the best of his knowledge and belief.
In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

Notary
Public
Seal.

Bertha G. Durney
Notary Public.

FINAL ORDER OF RATIFICATION:

ORDERED BY the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, on this 2nd day of April, in the year nineteen hundred and thirty, that the sales of the real estate and property made and reported in this Cause by James E. Higman, Mortgagee, 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 in accordance with the ORDER NISI heretofore passed in said Cause, and the Mortgagee is allowed the usual commissions provided for in said Mortgage, and such proper expenses as he shall produce vouchers for to the Auditor; and it is further ordered that J.H.C. Legg, of Queen Anne's County, Maryland, be and he is hereby appointed TRUSTEE to convey unto the said James E. Higman, the purchaser of the property in the above proceedings mentioned, by a good and sufficient Deed duly executed and acknowledged according to law, upon the payment of all the costs in

these proceedings and not before.

Filed April 3rd. 1930. Lewin W. Wickes.

REPORT AND ACCOUNT
OF THE AUDITOR.
Filed January 13th. 1931.

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

James E. Higman, mortgagee, vs. Fletcher F. Emery and Harriet L. Emory, his wife, mortgagors.	Cause No. 2800.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause have been had for the collection of a mortgage debt due the plaintiff under the mortgage described in this cause by a sale of the mortgaged property under the power of sale contained in the mortgage and it appears from the proceedings that the sale made and reported by the plaintiff did not produce enough money to pay the costs of the cause and the mortgage debt in full.

That the auditor has stated the within account first charging the plaintiff with the gross amount of the sale made and reported by him and then thereout allowing him his commissions for making the sale per terms of the mortgage, taxes paid by him on the land sold, the court costs of the cause, the cost of advertising the notice of sale and the several orders nisi of the cause, the auctioneer's charges for selling this property, the cost of the plaintiff's bond, cost of insurance obtained on the property by the plaintiff and the fee of the auditor. The balance remaining after these allowances is the net amount of the sale applicable to the mortgage debt and is by the within account distributed unto the mortgagee in part payment of his mortgage claim as it existed on the day of the sale as set forth in the statement of debt filed in this cause.

That the auditor appends to the account a statement showing the amount due the mortgagee by the mortgagor after the application to the mortgage claim of the net sale mentioned above.

Which is respectfully submitted.

January 12, 1931. Madison Brown
Auditor.

Cause No. 2800.

The proceeds of the sale of the mortgaged real estate of Fletcher F. Emery, mortgagor, in account with James E. Higman, mortgagee, person making the mortgage sale of this cause under the power of sale contained in the mortgage mentioned in this cause.

CR.

Jan. 28 1930.	By the amount of the gross sale of the mortgaged property, per report filed January 29, 1930, to wit:		$3,641.00

DR.

" "	To James E. Higman, mortgagee, person making sale for his commissions for so doing, per terms of mortgage:		$190.64
	To do., for the court costs of this cause, per Clerk's statement as follows: Costs of E.H. Turner, Clerk, paid Appear. fee of J.H.C. Legg, paid	 $18.75 10.00	28.75
	To do., for the costs of advertising notice of sale in Centreville Observer, paid per account with receipt thereon exhibited, to wit: the sum of		42.75
	To do., for costs of advertising order nisi on sale in Centreville Record, paid, per account for same receipted, exhibited, to wit: the sum of		5.00
	To do., for the amount paid J. E. Anthony, auctioneer, for crying sale, per his receipt exhibited, to wit:		15.00
	To do., for the costs of his bond filed in this cause paid corporate surety thereon, per receipted account for same exhibited, the sum of		18.00

To do., for the State and County taxes for year 1929 on mortgaged property paid by him, per receipted account for same exhibited, to wit: the sum of	101.22	
To do., for cost of insurance, against fire obtained by him on mortgaged property, per receipt for same exhibited, to wit: the sum of	54.70	
To do., for the cost of advertising the order nisi to be passed as to this account, to wit: the sum of	3.00	
To Madison Brown, auditor, for stating this account	9.00	
	468.06	
To James E. Higman, mortgagee, in part of his mortgage claim due on day of sale, this balance which is not sufficient to pay the claim in full, to wit: sum of:	3,172.94	
	$3,641.00	$3,641.00

STATEMENT OF MORTGAGE DEBT.

Fletcher F. Emery, mortgagor, to James E. Higman, mortgagee	DR.
To amount of the mortgage claim of mortgagee due January 28, 1930, day of sale, per statement filed in this cause, to wit: the sum of	$3,253.42
Cr. by net sale to be applied thereto per above account	3,172.94
Dr. to balance which bears interest from January 28, 1930, to wit:	$ 80.48

January 12, 1931.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT.

James E. Higman, Mortgagee,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
Fletcher F. Emery and Harriet L. Emery, his wife, mortgagors.	IN EQUITY.
	CASE NO. 2800.

ORDERED, This 13th. day of January, in the year nineteen hundred and 31, 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 seventh day of February, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 31st. day of February, 1931, in some newspaper printed and published in Queen Anne's County.

Filed Jany. 13th. 1931.

B. Hackett Turner, Clerk.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed March 2nd. 1931.

NISI RATIFICATION OF AUDIT.

James E. Higman, Mortgagee,
VS.
Fletcher F. Emery and Harriet L. Emery, his wife,
Mortgagors.

In The Circuit Court for Queen Anne's County, in Equity. Case No. 2800.

ORDERED, This 13th day of January, in the year nineteen hundred and thirty-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 seventh day of February, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of January, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy
Test: B. HACKETT TURNER, Clerk.
Filed January 13, 1931.

THE CENTREVILLE RECORD.

CENTREVILLE, MD., Mar. 2, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of James E. Higman, Mtgee., vs. Fletcher F. Emery & Harriet L. Emery, his wife, Mtgors. #2800, 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 31 day of January in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

CLERK'S CERTIFICATE.

James E. Higman, Mtgee.,

vs.

Fletcher F. Emory & wife.

In the Circuit Court for

Queen Anne's County, in

Equity.

No. 2800 Chy.

I hereby certify, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxed costs, as stated in the Auditor's Account filed in this cause on the 13th. day of January, 1931, have been paid in accordance with the Code of public general laws.

Seal's
Place.

In testimony whereof I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 2nd day of March, 1931.

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

FINAL ORDER RATIFYING AUDIT.

Ordered this 12th day of March, in the year nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County in Equity, and by the authority of the said Court, 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 Notice appears to have been given as required by the Order Ratification Nisi, and the Mortgagee is hereby directed and authorized to pay the several amounts in said Account awarded to the several persons to whom the same are therein allowed by the Auditor.

Filed March 13th. 1931.

Lewin W. Wickes.

Queen Anne's County, to wit: Be it remembered that on the third day of January, in the year nineteen hundred and thirty, the following Order to Docket Suit was filed for record, to wit:-

Rolph G.Hall, mortgagee Vs. William H.Barnett and Jessie Barnett,his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County, in Equity.

To Mr. B.Hackett Turner, Clerk of the Circuit Court for Queen Anne's County, in Equity.

Mr. Clerk:

Docket the above entitled case on your Chancery Docket, and make out and file in this case, a certified copy of the Mortgage from William H.Barnett and Jessie Barnett,his wife, to Rolph G.Hall, dated February 24th. in the uear 1928, and recorded in Liber B.H.T. No.7, folios 543 etc. one of the land record books for Queen Anne's County,Maryland, and enter the apperance of J.H.C.Legg for the mortgagee Rolph G.Hall.

J.H.C.Legg.
Attorney for Rolph G.Hall,
Mortgagee.

Certified copy of Mortgage.

#12,915. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 20th. day of March, in the year nineteen hundred and twenty eight, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 24th. day of February, in the year nineteen hundred and twenty eight, by William H.Barnett and Jessie Barnett,his wife, of Queen Anne's County, State of Maryland.

WHEREAS, the said William H.Barnett and Jessie Barnett,his wife, are indebted unto Ralph G.Hall in the full and just sum of one hundred and fifty ($150.00) dollars, with interest from the date of this mortgage till paid at the rate of 6 per cent per annum;

Now therefore, this mortgage witnesseth: that in consideration of the premises and the sum of one dollar, the said William H. Barnett and Jessie Barnett,his wife, do hereby grant and convey unto the said Ralph G.Hall, his heirs and assigns, in fee simple, all that lot or tract of land known as the Walter Teat lot, situated, lying and being in the first election district of Queen Anne's County, State of Maryland, on the north east of the public road leading from Dixon's Tavern to Nat Everett's Corner, adjoining the lands of Walter Teat and others, containing 12 acres of land,more or less; being the same real estate that was conveyed unto the said William H.Barnett and wife by deed from Walter Teat dated on or about the last of 1923, or the first of 1924, and recorded among the land records for Queen Anne's County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, and appurtenances and advantages thereto belonging or in anywise appertaining. Provided, that if the said William H.Barnett and Jessie Barnett, their heirs, executors, administrators or assigns, shall pay to the said Ralph G.Hall, his heirs or assigns, the said sum of one hundred and fifty dollars and the interest thereon within one year from the date of this mortgage, and shall perform all the covenants and agreements herein or their part to be performed, then this mortgage shall be void.
And the said William H.Barnett and Jessie Barnett do hereby covenant with the said Ralph G.Hall that they will insure forthwith and pending the existence of this mortgage keep insured against loss by fire by some insurance company acceptable to the mortgagee, the improvements on the said hereby mortgaged land to the amount of at least two hundred dollars, and will cause the policy issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder.

And it is agreed that until default be made in the premises, the said William H. Barnett and Jessie Barnett, their heirs or assigns, may hold and possess the aforesaid property. Provided, also that in default of payment of either principal or interest as aforesaid or in event of a breach of any covenant, agreemen or condition of this mortgage, the said mortgagee may take possession of and sell the within mortgaged property in such manner as he may deem best, and be allowed the same commissions as are allowed to Trustees to sell real estate under decree of the Circuit Court for Queen Anne's County, in Equity.

Witness the hands and seals of the said mortgagors, the day and year first above written.

Witness: Wm.Harrington.

William H.Barnett. (SEAL)
Jessie Barnett. (SEAL)

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

I hereby certify that on this 24th. day of February, in the year nineteen hundred and twenty eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared William H.Barnett and Jessie Barnett,his wife, and did each acknowledge the aforegoing mortgage to be their respective act; and at the same time before me also personally appeared Ralph G.Hall, the within named mortgagee, and made oath in due form of law that the consideration in aforegoing mortgage is true and bona fide as therein set forth.

Wm.Harrington,
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 B.H.T. No.7, folio 543 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 3rd. day of January, in the year 1930.

Seal's Place.

B.Hackett Turner, Clerk.

Certified copy of Bond.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty third day of January, in the year 1930, the following Bond was filed for record, to wit:-

Know all men by these presents, that we Rolph G.Hall of Queen Anne's County, and the New Amsterdam Casualty Company, a body corporate of the State of Maryland, are firmly nound unto the State of Maryland, in the full and just sum of Five Hundred 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty second day of January, in the year nineteen hundred and thirty.

WHEREAS, the above bounden Rolph G.Hall, by virtue of the power of sale contained in a mortgage from William H.Barnett and Jessie Barnett, his wife, to Rolph G.Hall, bearing date the 24th. day of February, in the year nineteen hundred and twenty eight, and recorded among the land record books for Queen Anne's County Maryland, in Liber B.H.T.No.7, folios 543 etc. the said Rolph G.Hall as the mortgagee named in said mortgage is about to sell the land and premises described in said mortgage, default having occurred and having been made in the payment of the principal debt and the interest and insurance as specified in said mortgage and in the covenants and conditions therein contained.

NOW THE CONDITION OF THIS OBLIGATION is such that if the above bounden Rolph G.Walls as the mortgagee, as aforesaid, do and shall well and 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 Cpurt of Equity in relation to the sale of said mortgaged property or the proceeds thereof, 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

J.H.C.Legg.
J.H.C.Legg.

Seal's Place.

Rolph G.Hall. (SEAL)
Mazie J.Hall. (SEAL)

New Amsterdam Casualty Company by (SEAL)
McKenney & Price.
Its attorney in fact.

And on the back of the aforegoing Bond was thus endorsed, to wit:-
Security approved and Bond filed January 23rd. 1930.

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 B.H.T.No.1, fol. 59, 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 23rd. day of January, in the year 1930.

B.Hackett Turner, Clerk.

Seal's Place.

Report of Sale filed Jany. 29th. 1930.

Rolph G.Hall, Mortgagee Vs. William H.Barnett and Jessie Barnett,his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County, Cause No.

To the Honorable, the Judges of said Court:-

The Report of Rolph G.Hall, mortgagee, named in the mortgage from William H.Barnett and Jessie Barnett,his wife, to the said Rolph G.Hall, dated the 24th. day of February, in the year 1928, and recorded among the land record books for Queen Anne's County,Maryland, in Liber B.H.T.No.7, folio 543 etc. default having occurred in the terms and conditions of the said mortgage, by the non payment of the principal sum, the interest and the taxes; that after giving Bond with security approved by the Clerk of this Honorable Court, and filed with him previous to the say of sale, for the faithful discharge of the trust reposed in him by said mortgage, and after giving more than twenty days previous 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 four insertions, a certified copy of which advertisement is herewith filed with this report of sale, and is asked to be taken as a part of this report of sale, he did pursuant to said advertisement and notice attend in front of the Court House door in the town of Centreville in Queen Anne's County, Maryland, on Tuesday, January the 28th., 1930,between the hours of 2-30 and 3-0'clock P.M. in person and with his attorney J.H.C.Legg Esq. to wit: at the hour of 2-45 o'clock P.M. and then and there proceeded to sell the property and real estate mentioned and described in the aforesaid mortgage, and in the annexed advertisement, in the following manner, to wit: Your mortgagee offered at public auction: all that lot or tract of land known as the Walter Teat lot, situate, lying and being in tthe first election district of Queen Anne's County,Maryland, on the north east of the public road leading from Dixon's Tavern to Nat Everett's Corner, adjoining the land of Walter Teat, and other and containing 12 acres of land,more or less, and sold the same as as whole to Rolph G.Hall. he being the highest therefor at and for the sum of Two hundred and fifty dollars. The purchaser will pay all of purchase money in cash on the final ratification of this sale by this Honorable Court.

All of which is respectfully submitted by

Rolph G.Hall.
Mortgagee.

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

I hereby certify that on this 28th. day of January, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly and legally commissioned and qualified, personally appeared Rolph G.Hall, the within named mortgagee, as above set out in this report of sale, and made oath in due form of law, that the matters and things stated and set out in the aforegoing report of sale are just and true to the best of his knowledge and belief, and that the sale herein reported was fairly and bona fide made.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

Lida Hopkins.
Notary Public.

Seal's
Place.

Filed January 29th. 1930.

NISI

Rolph G.Hall, Mortgagee Vs. William H.Barnett and Jessie Barnett,his wife, Mortgagors.	)	In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2801.

ORDERED, this 29th. day of January, A.D. 1930, that the sale of the real estate made and reported in this cause by Rolph G.Hall, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 first day of March next.

The report states the amount of sales to be $250.00

B.Hackett Turner, Clerk.

Filed Jany. 29th. 1930.

Certificate of publication
of advertisement of Sale
filed Jany. 29th. 1930.

MORTGAGEE'S SALE OF REAL ESTATE---- Under and by virtue of the power of sale continued in the mortgage from William H. Barnett and Jessie Barnett, his wife, to Rolph G. Hall, bearing date the 24th. day of February, in the year 1928, and recorded among the land record books for Queen Anne's County, Maryland, in Liber B.H.T. No.7, folio 543 etc. the said mortgage being in default the said Rolph G. Hall as mortgagee, will offer at public sale to the highest bidder, in front of the Court House door in the town of Centreville, in Queen Anne's County, Maryland, on Tuesday, January 28, 1930 between the hours of 2.30 and 3 o'clock P.M. all of the real estate and property described in the aforesaid mortgage, as follows, to wit:- All that lot or track of land known as the Walter Teat lot situate, lying and being in the first election district of Queen Anne's County, in the State of Maryland, on the northeast of the public road leading from Dixon's Tavern to Nat Evereett's Corner, adjoining the land of Walter Teat abd others, and containing 12 acres of land, more or less; and being the same land that was conveyed unto the said William H. Barnett and wife by deed from Walter Teat, dated on or about the last of 1923 or the first of 1924, and recorded among the land records for Queen Anne's County, Maryland.
Terms of Sale-- One half of the purchase money in cash on the day of sale and the balance in six months from the day of sale, on interest bearing note payable in Bank, with sureties to be approbed by the undersigned attorney for the mortgagee, or all cash at the option of the purchaser or purchasers, title papers at the expense of the purchaser, further and more detailed particulars made known on day of sale.

Rolph G. Hall. Mortgagee
J.H.C. Legg, Attorney

J. Elmer Anthony, Auct.

THE CENTREVILLE OBSERVER.

Centreville, Md. January 29, 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certified that the mortgagee's sale in the case of Rolph G. Hall mortgagee vs. William H. Barnett and wife, 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 (being more than twenty days) before the 28th. day of January, in the year 1930.

THE CENTREVILLE OBSERVER PUBLISHING CO.
By Margaret E. Durney.

Certificate of publication of
Order Nisi filed April 2nd. 1930.

Order Nisi

Rolph G. Hall, Mortgagee Vs. William H. Barnett and Jessie Barnett, his wife, Mortgagors.	( ) ( ) (	In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2801

ORDERED, this 29th. day of January, A.D. 1930, that the sale of the real estate made and reported in this cause by Rolph G. Hall Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first 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 first day of March next.
The report states the amount of sales to be $250.00

B. Hackett Turner, Clerk
True copy,
Test: B. Hackett Turner, Clerk

Filed Jan. 29th. 1930.

THE CENTREVILLE RECORD
Centreville, Md. Mar. 29, 1930.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certified that the Order Nisi in the case of Rolph G. Hall, mortgagee, Vs. Wm. H. Barnett and Jessie Barnett his wife, mtgors. # 2801, 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 1st. day of March, in the year 1930.

THE CENTREVILLE RECORD PUBLISHING CO..
By L. Hopkins.

Statement of Mortgage debt filed Apr. 2nd. 1930.

Rolph G. Hall, Mortgagee Vs. William H. Barnett and Jessie Barnett, his wife. Mortgagors.	( ) ( ) (	In the Circuit Court for Queen Anne's County, in Equity, Cause No. 2801.

Statement of the Mortgage Debt:

Amount of the mortgage debt (Mortgage dated February 24th.1928	$150.00
Interest from February 24th. 1928 to January	17.30
	$167.30

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

I hereby certify that on this 31st. day of March, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, duly and legally commissioned and qualified, personally appeared Rolph G.Hall,Mortgagee as aforesaid, and did make oath in due form of law that the above statement of the mortgage debt and interest, is just and true as above set forth to the best of his knowledge and belief.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

John F.Stokes.
Notary Public.

Notary Public Seal.

Order of Court filed April 3rd. 1930.

Final Order of Ratification.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, on this 2nd. day of April, in the year nineteen hundred and thirty, that the sales of the real estate made and reported in this cause by Rolph G.Hall,Mortgagee, 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 in accordance with the Order Nisi heretofore passed in said Cause, and the mortgagee is allowed the usual commissions, provided for in the said mortgage, and such proper expenses as he shall produce vouchers for to the Auditor, and it is further ordered that J.H.C.Legg of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to convey unto the said Rolph G.Hall, the purchaser of the property in the above proceedings mentioned, by a good and sufficient deed duly executed and acknowledged according to law, upon the payment of all the costs in these proceedings, and not before.

Filed April 3rd. 1930. Lewin W.Wickes.

REPORT AND ACCOUNT OF AUDITOR.
Filed Jan. 12th, 1931.

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

Rolph G. Hall, mortgagee, ...)
Vs.) Cause No. 2801.
William H. Barnett and Jessie Barnett)

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause have been had for the collection of a mortgage debt described in the mortgage filed in this cause by foreclosure proceedings under the mortgage and the sale of the mortgaged property and the sale made and reported is not sufficient in amount to pay the mortgage debt in full.

That the auditor has ststed the within account by first charging Rolph G. Hall, the mortgagee, and party making the mortgage sale and then allowing him thereout as follows:
His commissions for making the sale, per terms of the mortgage, the costs of advertising notice of sale and the several orders nisi of the cause, the costs of his bond, the charge of the auctioneer for crying the sale, taxes on the mortgaged property paid by the mortgagee, court costs and the fee of the auditor.

That the amount of the sale remaining after these allowances is also awarded by the within account unto the mortgagee in part payment of his mortgage claim.

That the auditor has appended to the account a statement showing the amount due the mortgagee on his mortgage claim after the application to the claim of the net sale of this cause.

Which is respectfully submitted.

MADISON BROWN
Auditor.

January 12th, 1931.

Filed January 12th, 1931.

Cause No. 2801.

The proceeds of the sale of the mortgaged real estate of William H. Barnett and Jessie Barnett, his wife, mortgagors, in account with Rolph G. Hall, mortgagee named in the mortgage mentioned in this cause and the party making the mortgage sale herein reported under the power of sale contained in said mortgage.

1930	CR.	
Jan. 28	By the amount of the gross proceeds of the mortgaged sale per report of sale filed herein January 29, 1930, to wit: sum of	$250.00
" "	DR.	
	To Ralph G. Hall, party making the sale, for his commissions for so doing per terms of the mortgage . . .	$ 14.50
	To do., for the costs of advertising the sale in Centreville Observer, per account for same receipted . .	38.25
	To do., for the costs of advertising order nisi on sale in Centreville Record, per account for same exhibited, to wit: the sum of	5.00
	To do., for the costs of his bond filed herein paid to corporate surety on his bond, per account for same receipted, exhibited, to wit: the sum of	2.50
	To do., for the amount paid Elmer Anthony for crying the sale, per account for same receipted, exhibited, to wit: the sum of	5.00
	To do., for the State and County taxes for year 1929 on mortgaged property sold, per tax statement receipted, exhibited, to wit: the sum of	9.04
	To do., for the court costs of this cause, per Clerk's statement as follows: Costs of B. H. Turner, Clerk, ... $18.75 Appearance fee of J. H. C. Legg 10.00	28.75
	To do., for the costs of advertising the order nisi to be passed as to this account, the sum of	3.00
	To Madison Brown, auditor, for stating this account . . .	4.50
	To Rolph G. Hall, mortgagee, this balance on account of his mortgage claim and in part thereof, to wit: . .	139.46
		$250.00 $250.00

STATEMENT OF MORTGAGE DEBT.

William H. Barnett and Jessie Barnett, his wife, mortgagors, to Rolph G. Hall, mortgagee, DR.

To amount of mortgage debt due January 28, 1930, day of sale, per statement filed, the sum of	$167.30
Cr. by amount applicable thereto per above account	139.46
Dr. to balance which bears interest from January 28, 1930	$ 27.84

January 12th, 1931. MADISON BROWN

Filed January 12th, 1931. auditor.

NISI RATIFICATION OF AUDIT.

Rolph G. Hall, Mortgagee vs. William H. Barnett, and Jessie Barnett, his wife.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CASE NO. 2801.

ORDERED, This 12th. day of January, in the year nineteen hundred and 31, 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 seventh day of February, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 31st. day of January, 1931 in some newspaper printed and published in Queen Anne's County.

Filed Jany. 13th. 1931.

B. HACKETT TURNER Clerk.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed March 2nd, 1931.

NISI RATIFICATION OF AUDIT

Rolph G. Hall, Mortgagee
VS.
William H. Barnett, and Jessie
Barnett, his wife.

In The Circuit Court For Queen Anne's County in Equity. Case No. 2801.

ORDERED, This 12th day of January, in the year nineteen hundred and 31, 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 seventh day of February, 1931; provided a copy of this order be published once a week in each of two successive weeks before the 31st day of January, 1931, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.
True Copy.
Test: B. HACKETT TURNER, Clerk.
Filed January 13, 1931.

THE CENTREVILLE RECORD

Centreville, Md. Mar. 2, 1931.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Rolph G. Hall, Mtgee. vs. Wm. H. Barnett and Jessie Barnett, his wife #2801 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 31st day of January in the year 1931.

THE CENTREVILLE RECORD PUBLISHING CO.

By L. Hopkins.

CLERK'S CERTIFICATE

Rolph G. Hall, mortgagee	In the Circuit Court for
Vs.	Queen Anne's County, in
William H. Barnett and wife.	Equity.
	No. 2801 Chy.

I hereby certify, that no objections to the ratification of the Audit have been filed in the above entitled proceedings, and that all taxed costs, as stated in the Auditor's Account filed in this cause on the 12th day of January 1931, have been paid in accordance with the Code of public general laws.

In testimony whereof I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed, this 2nd day of March, 1931.

Seal's
Place.

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

FINAL ORDER OF RATIFICATION
Filed Mar. 13th, 1931.

ORDERED ON THIS 12th day of March, in the year, nineteen hundred and thirty one, by the Circuit Court for Queen Anne's County in Equity, and by the authority of the said Court, 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 Notice appears to have been given as required by the Order Ratification Nisi and the Mortgagee is hereby authorized and empowered and directed to pay the several amounts in said Account awarded to the several persons to whom the same are therein all allowed by the Auditor.

LEWIN W. WICKES

Filed March 13th, 1931.

Brought forward from Page 158.

Cause No. 2604.

Kent County Savings Bank,
vs.
Emma B. Snitcher.

to pay her debts. That a judgment in a cause entitled, Thomas W. Eliason, Jr. Vs. Emma B. Snitcher, dated August 11th., 1921 for $2923.96 was recovered in Kent County, Maryland, and same filed in Queen Anne's County, Maryland, which was subsequent to the date of the mortgage, and during the lifetime of the said decedent, and before the date of the mortgage sale.

That a judgment in a case entitled, Sidney P. Townshend, Trustee Vs. Emma B. Snitcher, dated August 11th., 1921 for $2796.75 was recovered in Kent County, Maryland, and same filed in Queen Anne's County, Maryland, which was subsequent to the date of the mortgage, and during the lifetime of the said decedent, and before the date of the mortgage sale.

(Certified copies of said judgments being filed herewith).

FIFTH

Accordingly the said two judgments became a lien against the mortgage land, and were liens on day of sale, and that said liens had been transferred from the land by reason of the sale to the proceeds of said sale.

That the said two judgments were duly assigned to Elizabeth F. S. Jarrell, Executrix, as shown by the said copies filed; and that your Petitioner, Herbert E. Perkins, asReceiver in the Estate of Clifton L. Jarrell, deceased, succeeded the said Elizabeth F. S. Jarrell, as Executrix, of the said Clifton L. Jarrell, estate.

SIXTH

That your Petitoner is advised that as the personal estate of said Emma B. Snitcher, deceased, was insufficient for the payment of her debts, your Petitioner is entitled to have the claims on said two judgments above referred to paid out of the real estate of said deceased.

Your Petitioner therefore prays that the surplus of the proceeds of the mortgage sale may be applied to the payment of the two said judgments.

As in duty bound, etc.,

Herbert E. Perkins.
Receiver.

We the undersigned, admit the allegations of the aforegoing petition and hereby consent to the surplus of the proceeds of mortgage sale be applied in payment of the said two judgments.

Elizabeth F. S. Jarrell
Sole Devisee under will of Emma B. Snitcher, deceased.

Administrator, C. T. A. in the Estate of Emma B. Snitcher, dec'd.

ORDER OF COURT

On the aforegoing Petition and Consent, it is ordered this 13th day of August 1928 by the Circuit Court for Queen Anne's County, In Equity, that this cause be referred to the Auditor for the statement of an Account.

That Notice to Creditors and all other persons claiming an interest in the equity of redemption of the property herein mentioned having been given as provided for by Order of Court dated 23rd., day of January 1928, no further notice to creditors is required.

Lewin W. Wickes.

Report and Account of the Auditor.
Filed September 5th, 1928.

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

The Kent County Savings Bank
versus
Emma B. Snitcher, mortgagor.

Cause No. 2604.

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 and from the vouchers of the attorney making the sales described herein that the proceeds of the sales herein mentioned are in excess of the costs of the mortgage sale, all commissions and the amount of the mortgage debt, so that there is a balance left applicable to the payments of debts of the mortgagor.

That pursuant to the order of this court heretofore passed in this cause a notice to the creditors of Emma B. Snitcher to file their claims has been given in accordance with the said order.

That it appears from these proceedings and the dockets in the office of the clerk of this court that only two claims have filed against the surplus mortgages sales of this cause and these two claim are those judgments described in the petition in the nature of a creditors' bill filed herein by Herbert H. Perkins, receiver; that certified copies of these judgments have been filed in the cause and upon them the auditor has made a statement of amounts due under them to the day of the date of the order of court referring the papers in the cause to the auditor which order the auditor takes to be an order or a decree converting the surplus mortgages sales into a fund for the payment of the debts of the mortgagor.

That the amounts due by these two judgments exceed the surplus mortgage sales applicable to the payment of these claims and as each judgment bears the same date as the other these claims ate treated as standing pari passu as to the surplus mortgage sales.

That in the within account the party makes the sales reported, John D. Urie, Esquire, is charged with the gross amounts of the sales made by him, and is then thereout allowed as follows: his commissions and attorney fee for preparation of the bond as provided by the mortgage, the court costs of the cause, the costs of advertising the sales and the several orders nisi of the cause, certain taxes on the land sold paid by him for year 1925, the fee of the auditor and then the mortgagee of the cause is allowed the full mortgage debt (per statement filed) due on the day of the sale.

The balance remaining after these allowances not being sufficient to pay the claims mentioned in full, as stated, is then distributed to the payment of these claim pro rate, each claim receiving .151843 per cent. of its amount. The sums distributed to these claims are awarded unto Herbert H. Perkins, receiver, in accordance with his said petition.

Respectfully submitted,

Madison Brown

auditor.

Cause No. 2604.

The proceeds of the sales of the mortgaged real estate of Emma B. Snitcher, mortgagor, made under the mortgage mentioned in above cause, in account with John D. Urie, attorney named in said mortgage and party making the mortgage sales.

1925 June 27-	Cr: By gross proceeds of the mortgage sales, per report of sales filed, to wit:		$21,850.00
	Dr:		
" "	To John D. Urie, party making the sales, for his commissions, per terms of the mortgage, to wit:	$ 919.00	
	To do., for his fee for preparing and furnishing the bond filed in the cause, per terms of the mortgage, to wit:	95.00	
	To do., for the court costs of this cause per statement of clerk of court filed as follows:		
	Costs of clerk, paid to him per receipt:	$ 18.75	
	Appearance fee of John D. Urie, solicotor:	10.00	28.75
	To do., for the costs of advertising the sales in Centreville Observer per receipted account for same exhibited, to wit:		82.13
	To do., for costs of advertising sales and costs of notices in Kent News and costs of handbills of same as per account receipted for same exhibited appears, to wit:		64.00
	To do., for costs of advertising order nisi on sales in Centreville Record paid per account receipted exhibited appears, to wit:		5.00
	To do., for amount paid J. E. Anthony for services as auctioneer at sales, per his receipt exhibited appears, to wit:		20.00
	To do., for state taxes paid September 28, 1925, on the mortgaged property, per tax accounts for state tax receipted herewith exhibited appear, to wit:		87.15
	To do., for county and school taxes for 1925 on mortgaged property paid December 9, 1925 herewith exhibited appear, to wit:		468.56
	To Kent County Savings Bank, mortgagee, in full allowance of its mortgage claim due on the day of sales per statement of mortgage debt filed as follows, to wit:		
	Amount of the principal debt:	$ 16000.00	
	Amount of interest then due:	58.67	

Amount of commissions thereon due to John D. Urie, attorney for collection:	439.47		
	$ 16498.14	16498.14	
To balance of the sales carried over		3582.27	
		$21,850.00	$21,850.00

Cause 2604.

Cr-

By balance of sales brought forward, to wit: $ 3582.27

Dr-

To John D. Urie, party making sales, the following mentioned sums of money to be paid to the persons named below:

To be paid to publishers of newspaper publishing the order nisi to be passed as to this account, the sum of	3.00	
To be paid to the clerk of this court for his arising under the creditors' petition, per clerk's statement, sum of	14.75	
To be paid to Herbert H. Perkins, attorney filing the said petition, for his appearance fee, per said statement, the sum of	10.00	
To be paid to Madison Brown, the auditor for stating this account, the sum of	18.00	
To balance carried down, to wit:	3536.52	
	$3582.27	$3582.27

Cr:

By balance brought down, to wit: $3536.52

Dr:

To Herbert H. Perkins, receiver, in part of claim under Judgment No. 74 of $2796.75, interest and costs, the sum of	$1729.28	
To Herbert H. Perkins, receiver, in part of claim under Judgment No. 75 of $2923.96 interest and costs, the sum of	1807.24	
	$3536.52	$3536.52

August 30, 1928.

Madison Brown

auditor.

NISI RATIFICATION OF AUDIT

Kent County Savings Bank	IN THE CIRCUIT COURT
VS.	FOR QUEEN ANNE'S COUNTY
Emma B. Snitcher.	IN EQUITY

CAUSE No. 2604.

ORDERED, This 5th day of September in the year nineteen hundred and twenty eight 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 September 1928; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of September 1928 in some newspaper printed and published in Queen Anne's County.

Filed September 5th, 1928.

B. Hackett Turner Clerk.

Certificate of Publication of
Nisi Ratification of Audit
Filed Sept. 29th, 1928.

NISI RATIFICATION OF AUDIT

Kent County Savings Bank-------
vs.
Emma B. Snitcher.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2604.

Ordered, this 5th day of September in the year nineteen hundred and twenty-eight 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 September, 1928; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of September 1928 in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER, Clerk.

True Copy
Test: B. HACKETT TURNER, Clerk.
Filed September 5th, 1928.

THE CENTREVILLE RECORD

Centreville, Md., Sept. 29, 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the nisi ratification of audit in the case of Kent Co. Savings Bank vs. Emma B. Snitcher, #2604 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 (1st insertion Sept. 6/28) before the 21st day of Sept. in the year 1928.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.

Final Order of Court
Ratifying Audit.
Filed Oct. 1st, 1928.

ORDERED this first day of October, 1928, by the Circuit Court of Queen Anne's County, that the aforegoing report and account of the auditor be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, and that the trustee apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be received.

Filed Oct. 1st, 1928. Thomas J. Keating.

Brot. forward from Page 8.

Petition of Howard E.Price and Order of Court filed Jany. 20th. 1926.

Case No. 2599

Howard E.Price, Assignee of Mortgage	(	In the Circuit Court
	)	for
Vs.	(	Queen Anne's County, in Equity.
Samuel Jester Bessie M.Jester, Mortgagors.	)	No. 2599
	(	

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Howard E.Price to your Honors respectfully sets forth:-

1. Your Petitioner, Howard E.Price, having become the purchaser of the land and premises sold in the aforesaid proceedings under the power of sale contained in the mortgage therein described, as will fully appear by reference to the proceedings in the above entitled cause, which said sale having been finally ratified and confirmed, prays your Honors to pass an order appointing a Trustee to convey said land and premises unto the said Howard E. Price, upon full payment of the purchase money.

Respectfully submitted.

Howard E.Price.

ORDER OF COURT

It is this 21st. day of January, in the year nineteen hundred and twenty six, adjudged, ordered and decreed by the Circuit Court for Queen Anne's County, in Equity, upon the aforegoing petition of Howard E.Price, that H.B.W.Mitchell of Queen Anne's County, be, and he is hereby appointed Trustee to convey the land and premises described in the mortgage from Samuel Jester and Bessie M. Jester, his wife, to Charles E.Tucker, dated the first day of September, nineteen hundred and eleven, and recorded in Liber S.S.No.10, folio 304, a land record book for Queen Anne's County, and by mesne assignments assigned unto the said Howard E.Price, said land and premises having been sold under the power of sale contained in said mortgage, in the aforesaid cause by said Howard E.Price as the assignee of said mortgage, said Howard E.Price becomeing the purchaser thereof, and the said H.B.W.Mitchell is hereby authorized, empowered and directed to convey the said land and premises so sold as aforesaid under the power of sale in said mortgage unto the said Howard E.Price, upon being satisfied that the purchase money for said land and premises as per the report of sale filed in said cause, has been fully paid. The said H.B.W.Mitchell shall not be required to give bond as Trustee as aforesaid.

Thomas J.Keating.

Filed Jany. 21st. 1926.